

# AGENDA

## WORCESTER COUNTY COMMISSIONERS

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

October 23, 2018

Item #

- 9:00 AM - Meet in Commissioners' Conference Room - Room 1103 Government Center, One West Market Street, Snow Hill, Maryland - Vote to Meet In Closed Session
- 9:01 - Closed Session: Discussion regarding hiring Communications Clerk Trainee for Emergency Services; request to hire a Maintenance Worker I for WWS; request to post a Roads Worker II, request to post a Traffic Control Foreman in the Roads Division of Public Works; request to hire a Roads Worker I; request to hire a Safety Coordinator for Human Resources; request to post a Plant Operator IV for WWS; request to post a Recycling Crew Leader and a Recycling Worker I for the Solid Waste Division of Public Works; and request for a Temporary Promotion of a Sergeant at the Jail; discussing potential and pending litigation and receiving legal advice from Counsel; and performing administrative functions
- 10:00 - Call to Order, Prayer (Arlene Page), Pledge of Allegiance
- 10:01 - Report on Closed Session; Review and Approval of Minutes
- 10:10 - Presentation of Commendations - 2018 Skills USA National Championship 1-2
- 10:20 - Chief Administrative Officer: Administrative Matters 3-23, 27-32  
Housing Rehabilitation Subordination request; Request for Housing Rehabilitation on Friendship Road in Berlin and on White Horse Drive in Berlin; Proposed 2019 STEM Summer Program; Award of Stockton Playground Bid; Request for Proposals - Engineering of Public Landing Dredging Project; Proposed Lease Agreement with Verizon at Ocean Pines WWTP; Award of Bids for Two Dump Trucks and Trailer for Roads, FY19 Vehicles, and Landfill Off-Road Dump Truck; Proposed Conversion of Worcester County Health Department in Berlin from fuel oil to natural gas; Award of Bid for Madison Avenue Nuisance Abatement Demolition Work; Scheduling Public Hearings for Sea Oaks - Water and Sewerage Plan Amendment, and Residential Planned Community Step 1 Plan Approval; Scheduling Public Hearing on Rezoning Case No. 420 on St. Martins Neck Road; Award of Bid for Critical Area Ordinance Update; Over-expenditure for vehicle repair for Fire Marshal; Budget Transfer to Establish Information Technology as a new department.; Scheduling a Public Hearing on the County's 5-Year Capital Improvement Plan; Award of Bid for Jail HVAC and Electrical Renovations; FY18 Homeland Security Emergency Management Performance Grant; Memorandum of Understanding with Maryland Department of Information Technology for Use of State Radio System; Update on the Operation Tourist Boom Domestic Response Exercise in Ocean City; P25 Radio System Status Update; Proposed sub-sublease request for th 16<sup>th</sup> St. Liquor Store; Request for Allocation of EDUs for ODIE-1 LLC (Alamo Motel) Property; and potentially other administrative matters)
- 10:30 -
- 10:40 -
- 10:50 -
- 11:00 - Special Legislative Session - Public Hearings on the Following Bills -  
- Bill 18-4 (Public Safety - Animal Control) 24  
- Bill 18-5 (Zoning - Surface Mining) 25  
- Bill 18-6 (County Government - Competitive Bidding Threshold) 26
- 11:10 -
- 11:20 -
- 11:30 - Chief Administrative Officer: Administrative Matters 3-23, 27-32 continued
- 11:40 -
- 11:50 -
- 12:00 - Questions from the Press

**AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING**

**Hearing Assistance Units Available** - see Kelly Shannahan, Asst. CAO.

Please be thoughtful and considerate of others.

**Turn off your cell phones & pagers during the meeting!**

# DRAFT

## Minutes of the County Commissioners of Worcester County, Maryland

October 2, 2018

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

Following a motion by Commissioner Bertino, seconded by Commissioner Bunting, the Commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal advice and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions Article of the Annotated Code of Maryland and to perform administrative functions. Also present at the closed session were Harold L. Higgins, Chief Administrative Officer; Kelly Shannahan, Assistant Chief Administrative Officer; Maureen Howarth, County Attorney; Kim Moses, Public Information Officer; and Stacey Norton, Human Resources Director. Topics discussed and actions taken included: hiring Elwood Collins as a Maintenance Worker II for Recreation and Parks, Anthony Ruggiero as a Roads Worker II for the Roads Division of Public Works, and Christina "Tina" Vickers as the Emergency Management Planner for Emergency Services; and posting to fill vacancies for a Communications Clerk Trainee and a Communications Clerk I for Emergency Services, and a Building Maintenance Mechanic III for the Maintenance Division of Public Works; receiving legal advice from counsel; and performing administrative functions.

After the closed session, the Commissioners reconvened in open session. Commissioner Purnell called the meeting to order and announced the topics discussed during the morning closed session.

The Commissioners reviewed and approved the September 18, 2018 open session minutes as presented and closed session minutes as revised.

Pursuant to the request of Warden Donna Bounds and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Commission President Purnell to sign the Memorandum of Understanding (MOU) between the Maryland State Police (MSP) Forensic Sciences Division (FSD) and the County Commissioners on behalf of the Worcester County Jail, for the collection of DNA samples under Maryland law. The MOU shall be deemed in effect until terminated by one or both of the parties or the law no longer requires the DNA collection. In response to a question by Commissioner Bertino, Warden Bounds advised that State law requires the collection of DNA samples from individuals charged with certain crimes.

Pursuant to the recommendation of Warden Bounds and upon a motion by Commissioner

Bertino, the Commissioners unanimously agreed to waive the standard bid process and accepted the best proposal from Atlantic Tractor, LLC of Salisbury, Maryland at a total cost of \$25,152.24 for the purchase of one John Deere 3038E tractor, with Frontier GM 1660E Discharging Grooming Mower, for use at the County Jail. Warden Bounds advised that her recommendation was based upon anticipated reliability, the availability of a local service dealer in Salisbury, and the County's prior positive experience with John Deere products. In response to a question by Commissioner Bertino regarding the three solicited proposals, Public Works Director John Tustin stated that the County has no experience with the Kioti Model CK3510H tractor included in the low bid of \$22,300 from Burke Equipment Company of Delmar, Delaware, and Kioti product reviews have been mixed.

Pursuant to the request of Warden Bounds and upon a motion by Commissioner Lockfaw, the Commissioners unanimously authorized Commission President Purnell to sign the Public Performance Licensing Agreement between the County Commissioners, on behalf of the Worcester County Jail (Licensee), and Swank Motion Pictures, Inc. for DVD broadcasts at the Jail. The Commissioners further authorized this request to be approved administratively in the future, as long as the contract does not change substantially. Warden Bounds advised that this license is needed to run public performances of informational DVDs, such as "Know Your Rights."

Chief Administrative Harold Higgins introduced Billy Birch, the incoming Emergency Services Director. Mr. Birch will step into his new position following the retirement of Fred Webster. Mr. Birch thanked the Commissioners for the opportunity to serve the County in this new role, and he turned the discussion over to Emergency Services Assistant Director James Hamilton, who provided an update on the status of the new P25 Radio System. Mr. Hamilton advised that Harris Corporation provided Worcester County with the results of the Coverage Acceptance Testing, which was performed from late August through the first week of September, and it appears that Harris has met the contractual requirements for coverage, as defined within the system purchase agreement. However, County staff and Federal Engineering (FE) representatives are currently evaluating the test results, and they will report their findings to the Commissioners prior to executing a conditional acceptance document with Harris Corporation. Mr. Hamilton further advised that, under the terms of the current contract, Harris Corporation replaced commercial-grade generators at two radio system tower sites with industrial strength generators at no additional cost to the County.

In response to a question by Commissioner Bertino, Mr. Hamilton stated that the Ocean Pines Volunteer Fire Company and law enforcement officials have reported no new radio transmission issues, and he advised that the Mystic Harbour tower site appears to have played a role in improving transmission issues. In response to a question by Commissioner Mitrecic, Mr. Hamilton stated that the Town of Ocean City has not announced when fire and public safety divisions within the town will transition from the existing system to the new P25 Radio System. In response to a question by Commissioner Church, Mr. Hamilton advised that there may be space available on the tower in Mystic Harbour for Verizon Wireless to place a transmitter; however, that site is likely too distant from South Point to improve wireless reception in that community.

The Commissioners met with Maryland Department of Transportation (MDOT) officials, including Secretary Pete K. Rahn, Motor Vehicle Association (MVA) Field Operations Director Rhashad Johnson, Maryland Transportation Administration Planning and Programming Director Holly Arnold, State Highway Administration (SHA) Office of Planning and Preliminary Engineering Director Greg Slater; SHA District #1 Engineer Jay Meredith; Maryland Aviation Administration Regional Aviation Assistant Director Ashish Solanki, A.A.E., MTA Planning and Program Development Director Melissa Williams to discuss the draft FY19 - FY24 Maryland Consolidated Transportation Program (CTP), as part of the MDOT/SHA Annual Capital Program Tour Meeting.

Secretary Rahn thanked the Commissioners for meeting with them and provided an update on the \$16 billion transportation budget over the next six years, with 53% of the budget going to roads and bridges, and an additional \$3.3 billion going to toll roads and bridges. Nine major roads and bridges projects totaling \$462 million have been completed to date and another 17 projects totaling \$1.2 billion are underway. Since 2015, when Governor Hogan committed to fixing every structurally-deficient bridge, all 69 bridges identified have been repaired, replaced, or advertised for construction. MDOT currently has a total of 816 projects under construction, including airport, highways, transit, port, and bicycles lanes a total cost of \$8.8 billion. Secretary Rahn stated that Maryland drivers have saved \$186 million following the institution of toll reductions in 2015, which does not include the \$46 million Marylanders will save over the next five years from making E-ZPass transponders free.

Mr. Slater stated that SHA recently completed the dualization of 4.6 miles of U.S. 113 from Massey Branch to Five Mile Branch (Phase 3) in July 2018 at a cost of \$52 million; and the final phase to dualize the remaining 4.3 miles from Public Landing Road to Five Mile Branch is under construction and should be completed by fall 2019 at a cost of \$74 million. Secondary development projects include a feasibility study to replace the U.S. Rt. 50 Bridge into Ocean City (with options to eliminate/upgrade the drawspan structure), and a study for improvements to the existing MD Rt. 589 corridor from U.S. Rt. 50 to U.S. Rt. 113 (4.7 miles). He advised that the budget includes \$31 million for local resurfacing projects, including the recently-completed resurfacing of Coastal Highway and installation of a median fence to improve pedestrian safety in Ocean City; adding a second right-turn lane on U.S. Rt. 50 to MD Rt. 589 northbound, with construction to begin 2019; MD Rt. 589 slope repairs to be completed by the end of 2018; a concept study, which is being developed in partnership with Peninsula Regional Medical Center, for a roundabout at the north gate of Ocean Pines to improve this intersection; and design plans for a drainage project on U.S. Rt. 13 Business in downtown Pocomoke. Mr. Slater further advised that this budget includes returning \$14 million in Highway User Revenues (HUR), which includes an additional \$1.3 million in grants awarded by the Governor recently, to Worcester County and the municipalities therein over the next six years.

Commissioner Bertino requested and Mr. Slater agreed that SHA will continue to update the Commissioners on any developments pertaining to the Ocean Pines roundabout.

Mr. Johnson advised that the MVA introduced new online services and kiosks in 2014 that have reduced customer wait times by 41% for an average wait time just under 14 minutes at the MVA office in Salisbury. He advised that in 2017 MVA began notifying Marylanders licensees and identification card holders that they may need to provide new documentation to process their renewals, as required by Homeland Security to maintain compliance with the

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Federal Real ID Act. He advised that Marylanders can access the complete list of acceptable documents online at [www.mva.maryland.gov](http://www.mva.maryland.gov). Mr. Johnson concluded that there were 558 fatalities on Maryland roadways in 2017, and MVA has been working with local, state, and federal partners to develop safety solutions that will save lives. However, everyone must do his or her part to wear seatbelts, end impaired and distracted driving, and improve pedestrian behaviors. He urged everyone to take the 30-day MDOT Traffic Safety Pledge, to commit to safe driving behaviors. Secretary Rahn asked the Commissioners to share the pledge with the Board of Education and other agencies to spread the word to establish good driving behaviors. Mr. Johnson stated that MVA looks forward to working with local officials on the development of the Worcester County Highway Safety Plan to reduce fatalities. He advised that Governor Hogan has awarded highway safety grants of \$30,000 to the Ocean City Police Department (OCPD), \$3,600 to the Health Department, \$2,000 to the Sheriff's Office, and \$2,000 to the Ocean Pines Police Department.

Ms. Williams advised that in FY19 MTA is providing \$3.8 million in operating and capital grants to Shore Transit for two medium duty buses, one small bus for mobility management, and ongoing preventive maintenance; and \$7.7 million in operating and capital grants to Ocean City Transit, including \$6 million for Phase 2 of the new transit facility. Furthermore, MTA is committing \$88,000 in FY18/19 to the Commission on Aging (COA) for the new Community for Life program in Ocean Pines.

Mr. Solanki advised that as of January 2018 BWI Marshal Airport produced a total economic impact of \$9.3 billion and supports 106,000 jobs, and traffic continues to grow. BWI set new passenger records in 36 out of the last 37 months, and upgrades continue to be made to improve the customer experience. He stated that the Statewide Aviation Grant Program will provide \$1.5 million for safety funding for obstruction renewal and \$28,000 for design of runway rehabilitation at the Ocean City Municipal Airport.

Ms. Arnold stated that Marylanders will save \$46 million over the next five years thanks to the elimination of the E-ZPass transponder replacement fee and credits being assessed to those who had already purchased transponders in 2018. The 2015 Toll Rollback Plan eliminated the \$1.50 monthly E-ZPass account maintenance fee, and in February 2018 the State unveiled the new E-ZPass mobile website at [www.ezpassmd.com](http://www.ezpassmd.com) to improve customer convenience. She stated that as of FY18 E-ZPass use by Worcester County residents increased by 11% to 8,154 users. She concluded that progress continues on the third Chesapeake Bay Crossing Study, which began in January 2017 and should be completed by summer 2020.

Mr. Rahn thanked the Commissioners for hosting them and invited them to take part in the 20-Year Maryland Transportation Plan's 60-day public comment period, which runs through November 20, 2018.

Commissioner Purnell thanked MDOT officials for their commitment to improving and maintaining Worcester County Roads, and she asked them to provide the Commissioners with additional Traffic Safety Pledge forms. In response to a question by Commissioner Purnell, Secretary Rahn stated that the State is working to reroute Maryland residents and visitors from GPS mapping routes that send them by schools, parks, and residential neighborhoods where they do not belong and back onto state-preferred travel routes.

Commissioner Mitrecic expressed concern that the MD Rt. 90 dualization project is not listed in the CTP. He noted that the Commissioners support Ocean City officials who have made

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this project a priority over replacing the U.S. Rt. 50 bridge, as MD Rt. 90 is woefully unprepared to handle the traffic and public safety needs that will be created if the U.S. Rt. 50 bridge is shut down for any period of time. Secretary Ryan concurred that this is an important project, but that it is highly expensive and is not included in the CTP. However, MDOT will continue to look at innovative approaches to address safety improvements.

Commissioner Bunting concurred with Commissioner Mitrecic, noting that the Commissioners have agreed to make the dualization of MD Rt. 90 a top priority project. Furthermore, he asked SHA to construct a permanent right lane on St. Martin's Neck Road at the intersection of MD Rt. 90 to help alleviate traffic backups.

In response to a question by Commissioner Lockfaw, Mr. Slater advised that construction for the lighting project on the U.S. Rt. 13 bridge in Pocomoke should be complete in early 2019. He further advised that SHA works with the Maryland Farm Bureau to provide project notices to the farming community, and he agreed to place a variable message board in advance of the MD Rt. 13 bridge in Pocomoke to provide those operating farm equipment with enough distance to turn around when bridgework would prohibit their crossing.

In response to concerns raised by Commissioner Bertino about GPS mapping programs routing travelers away from MD Rt. 113 or U.S. Rt. 50 by way of MD Rt. 589, Secretary Rahn stated that this is a nationwide trend, and MDOT has begun to see some success combating this trend by posting message boards that urge motorists to adhere to certain routes.

Delegate Charles Otto thanked MDOT officials for their efforts to complete the Chesapeake Bay Crossing Study and preservation projects and for their commitment to funding Shore Transit to address transportation challenges that are unique to rural areas.

Ocean City Councilman Wayne Hartman, speaking on behalf of the Mayor and Council, reiterated that the town's priority transportation project remains the dualization of MD Rt. 90. He stated that this is a dire safety need, noting that if it would be a detriment to public safety to attempt to evacuate the town via the single-lane MD Rt. 90 bridge in the event that the U.S. Rt. 50 bridge is down during an emergency or an evacuation.

Pat Shrawder, spokesperson for Delegate Mary Beth Carozza, thanked Mr. Slater for being responsive when Delegate Carozza's office contacts him with concerns raised by area residents.

Pursuant to the written request of Budget Officer Kathy Whited and upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved FY18 Year-End Budget Transfers totaling \$310,952, which include \$48,609 (mainly in the Sheriff's Office to cover the vehicle bid from September 4, 2018) to be included in the encumbrance request. Chief Administrative Officer Harold Higgins explained that the Year End Budget Transfers are a housekeeping measure included in the annual audit process, whereby budgeted funds are redirected to cover unanticipated expenses in other line items. Mr. Higgins advised that there will still be savings for the County after these transfers have been completed.

Pursuant to the written request of Ms. Whited and upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the proposed Year End Reserve for Assigned Encumbrances in the amount of \$1,726,631. Mr. Higgins explained that these funds have been set aside in three separate categories: Currently Approved Projects not Completed by

June 30, 2018 (\$380,023), Grant Funds Appropriated but Unobligated (\$673,678), and Other Projects and Programs (\$672,930). Mr. Higgins explained that all encumbrances are for contracts and purchase orders that will be fulfilled in a subsequent fiscal year. Commissioner Mitrecic requested staff provide the Commissioners with a comprehensive list identifying the number of vehicles within the Sheriff's Office involved in wrecks in FY18.

The Commissioners met with Development Review and Permitting Director Ed Tudor to review the Nuisance Abatement request for the old Bishopville movie theater, which is identified on Tax Map 9 as Parcel 194 and located at 10646 Bishopville Road. Mr. Tudor stated that for the last several years this property, which is posted with a No Trespassing sign, has been the source of numerous complaints about the alleged presence of rats on the property due to a variety of accumulated personal property. He stated that the property is fenced, and DRP has previously addressed issues regarding the quality of that fencing at times, and complaints of rats and vermin running off the site are handled by the Health Department. Mr. Tudor further advised that Environmental Programs Director Bob Mitchell contacted the property owner to address the accumulation of heavy personal property on top of the sewerage system, but he was not granted access to inspect the site. Mr. Tudor advised that Section PH 1-101(a)(4) of the Public Health Article of the County Code prohibits the outdoor accumulation of personal property unless it is visually screened from the public road and adjoining properties. He stated that the only alternative for a more permanent solution would be with regard to the provisions of Section PH1-1-1(a)(14), which is basically a catch-all provision that states, "Such other similar conditions as the County Commissioners may determine to be prejudicial to property values in the County." However, he cautioned the Commissioners that this determination should not be taken lightly, as without supporting evidence from the Health Department that the property is dangerous to public health, their decision could be challenged in court. With regard to the nuisance being detrimental to property values, Mr. Tudor stated that the County has no hard evidence to that effect. He further expressed concern about DRP's ability to manage multiple, complex abatements should there be a proliferation of complaints that other structures or properties are detrimental to property values in the County.

Bart Dorsh of the Health Department stated that he conducted a site visit to this property, which was posted with a "No Trespassing" sign, and no one answered the door. He stated that he visually inspected the property from the public right-of-way, and overall the property appeared to have been cleaned up since his last site visit in fall 2016, and there was no evidence of rats or a food source on the property. In response to a question by Commissioner Bunting, Mr. Dorsh confirmed that he could not view the conditions underneath the numerous, leaking tarps used to cover some of the personal property, so he could not say what activity may be taking place under those tarps.

Commissioner Bunting stated that it would be wrong to permit this nuisance to remain unabated. He pointed out that he has received two to three complaints each month during the past two years from area residents concerned about the nuisance conditions on this property, including the accumulation of stagnant water, which serves as a breeding ground for mosquitos and runs into the Bishopville Pond, and sightings of rats running off the property. Furthermore, in follow up to these complaints, he had observed the property and seen rats traveling from the site. Therefore, he concluded that this property poses serious health and safety risks to the public. He

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also noted that the building itself is dilapidated, and the second story porch appears ready to fall into the street, which the County should address separately in the near future.

In response to a question by Commissioner Bertino, Mr. Mitchell stated, while staff's inspections are limited to what they can observe from the property line, it appears that heavy items, which are piled sideways and upside down, are sitting on top of the septic system. However, the property owner will not permit them to sample his well, and the only way to assess the condition of the septic system would be to request that the owner have the system assessed or allow Environmental Programs staff to complete this task. In response to a question by Commissioner Bunting, Mr. Mitchell stated that the County would need to clear away the personal property before they could evaluate the well and septic. In response to an additional question by Commissioner Bunting, Mr. Tudor confirmed that the County Code does not permit junk yards in Village Zoning.

In response to a question by Commissioner Purnell, Mr. Mitchell stated that the drain field for the old septic system on this property comprises the entire backyard, so the heavy items piled up on the property are likely crushing the system and creating an impermeable surface. In response to a question by Commissioner Mitrecic, Mr. Mitchell confirmed that the damage caused to the drainfield could result in sewage flowing off the property, across the road, and into the Bishopville Pond.

Following some discussion and upon a motion by Commissioner Mitrecic, the Commissioners unanimously declared the property to be a public nuisance under the provisions of Subsections PH 1-101(a)(3), (5), (8), (10), and (14) of the County Code and agreed to send a letter to the property owner ordering the nuisance to be abated by October 28, 2018, with the property owner to contact the County no later than 15 days following receipt of said letter to request a hearing before the Commissioners on this matter.

Pursuant to the request of Mr. Mitchell and upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the Request for Proposals (RFP) for Consultant Services to update the Worcester County Water and Sewerage Plan. Mr. Mitchell advised that the last plan update took place in 1994, and he advised that funding is available within the FY18 budget for this purpose.

The Commissioners met with Public Works Director John Tustin to review bids for the purchase of corrugated metal pipe for the Roads Division of Public Works, with the low bid from Chemung Supply Corp of Elmira, NY in the amount of \$34,660. In response to questions by Commissioner Lockfaw, Mr. Tustin stated that Lane Enterprises of Bealton, VA has been the County's supplier of corrugated metal pipe for the last 10 years. However, if the Commissioners opt to go with the low bid, County staff will work to accommodate any differences in pipe sizing that may exist between the two companies' products.

Upon some discussion and a motion by Commissioner Lockfaw, the Commissioners unanimously awarded the best bid to Lane Enterprises, Inc. of Bealton, Virginia at a total cost of \$36,265.

Mr. Tustin presented the Commissioners with the results of a speed study on Holly Grove Road, which was conducted from June 14-21, 2018 at the request of an area resident to address



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speeding vehicles and safety concerns and to request a speed limit sign be posted. Mr. Tustin reviewed the results and noted that the average speed of vehicles was 37 miles per hour on this currently unposted road, which allows a speed limit of 50 mph. Furthermore, roughly 40.3% of all traffic traveled less than 36 mph, and 59.7% of all traffic traveled more than 35 mph. He stated that Samuel Bowen Boulevard, which is located on the north end of Holly Grove Road, has a posted speed of 35 mph, and Sinepuxent Road to the south is posted at 40 mph, and he recommended posting a speed limit of 40 mph on Holly Grove Road to provide a more uniform speed limit throughout this geographical area.

Upon a motion by Commissioner Bunting, the Commissioners unanimously agreed to post the new speed limit of 40 mph and afterward to request that the Sheriff's Office begin enforcing the new speed limit.

Following a motion by Commissioner Bertino, seconded by Commissioner Mitrecic, the Commissioners unanimously voted to meet in closed session at 11:11 a.m. in the Commissioners' Conference Room to perform administrative functions. Also present at the closed session were Harold L. Higgins, Chief Administrative Officer; Kelly Shannahan, Assistant Chief Administrative Officer; Maureen Howarth, County Attorney; and Kim Moses, Public Information Officer.

After the closed session, the Commissioners reconvened in open session. Commissioner Purnell called the meeting to order and announced the topics discussed during the morning closed session.

The Commissioners presented a proclamation to Worcester County Fire Marshal Jeff McMahon recognizing October 7-13, 2018, as Worcester County Fire Prevention Week and October as National Fire Prevention Month, with the theme *Look. Listen. Learn. Be Aware - fire can happen anywhere.*

The Commissioners conducted a public hearing on nine petitions to sell agricultural easements to the Maryland Agricultural Land Preservation Foundation (MALPF) in FY19 on properties in Worcester County. Also present at the meeting were Environmental Programs Director Bob Mitchell and Katherine Munson, Environmental Programs Planner IV. Mr. Mitchell reviewed the nine properties, which are listed in their entirety in the Commissioners' meeting minutes of September 18, 2018. He stated that the applications have been reviewed by both the Worcester County Agricultural Land Preservation Advisory Board, which recommended submitting all nine applications to MALPF for appraisal, and the Worcester County Planning Commission, which declared all nine applications to be consistent with the 2006 County Comprehensive Plan.

Commissioner Purnell opened the floor to receive public comment.

Hugh Cropper, representing Mr. Gross, who owns a 210.13-acre property on Harrison Road in Berlin and more specifically identified on Tax Map 32 as Parcel 217, where it abuts 2,000 acres of land protected by a MALPF easement on one side and a developed area to the other side. He advised the Commissioners that Mr. Gross's farm has good soils and cautioned that there could be pressure to develop this property in the future. For these reasons, he urged the

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Commissioners to support his client's application.

Following some discussion and upon a motion by Commissioner Bunting, the Commissioners voted 6-0-1, with Commissioner Elder abstaining, to approve the recommendation of the Worcester County Agricultural Land Preservation Advisory Board, which recommended all nine applications be submitted to MALPF for appraisal and further consideration for purchase of agricultural easements.

At the request of Commissioner Mitrecic, the Commissioners agreed to work with staff to develop hallmarks upon which to conduct annual staff evaluations of the Chief Administrative Officer (CAO) and the Assistant Chief Administrative Officer (ACAO).

The Commissioners answered questions from the press, after which they adjourned to meet again on October 23, 2018.



HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

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

OFFICE OF THE  
COUNTY COMMISSIONERS

## Worcester County

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

### COMMENDATION

**WHEREAS**, we commend the Worcester Technical High School (WTHS) instructors and students for representing Worcester County across the State of Maryland and the nation with such excellence that WTHS was honored with a gold award during the 54<sup>th</sup> annual SkillsUSA National Leadership and Skills Conference, which took place in Louisville, Kentucky from June 25-29, 2018; and

**WHEREAS**, WTHS received the 2018 SkillsUSA Chapter of Excellence National Gold Award.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby commend **Worcester Technical High School instructors and students** for their outstanding representation of Worcester County at the state and national level.

Executed under the Seal of the County of Worcester, State of Maryland, this 23<sup>rd</sup> day of October, in the Year of Our Lord Two Thousand and Eighteen.



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Diana Purnell, President

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Theodore J. Elder, Vice President

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Anthony W. Bertino, Jr.

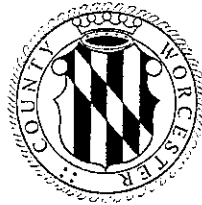
\_\_\_\_\_  
Madison J. Bunting, Jr.

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James C. Church

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Merrill W. Lockfaw, Jr.

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Joseph M. Mitrecic

*Citizens and Government Working Together*



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

OFFICE OF THE  
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

## Worcester County

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

### COMMENDATION

**WHEREAS**, we commend Worcester Technical High School (WTHS) students for excellence at the 54<sup>th</sup> annual SkillsUSA National Leadership and Skills Conference in Louisville, Kentucky from June 25-29, 2018; and

**WHEREAS**, Kaleb Schmucki and Maggie Kemp took 4<sup>th</sup> place in Mobile Robotic Technology; Helen Odenwald, Anastacia Elbert, Mia Dill, and Jessica Wynne took 6<sup>th</sup> place in Career Pathways-Human Services; Makayla Zajdel, Sierra Payne, and Danielle Munn took 6<sup>th</sup> place in Career Pathways-Health Services; DJ Taylor, Harley Elsner, and Zach Moats took 6<sup>th</sup> place in Occupational Health and Safety/Single; Rebecca Staines, Chase Farlow, and Daniel Outten took 6<sup>th</sup> place in Team Engineering Challenge-Middle School; Shea Griffin took 7<sup>th</sup> place in Related Technical Math; Eric Taylor took 9<sup>th</sup> place in Building Maintenance; and DeShawn Collick and Adam Taylor took 10<sup>th</sup> place in Community Action Project. These young people are ranked as top performing career and educational students nationally.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby commend these **Worcester Technical High School students** for achieving excellence in their academic and vocational pursuits.

Executed under the Seal of the County of Worcester, State of Maryland, this 23<sup>rd</sup> day of October, in the Year of Our Lord Two Thousand and Eighteen.



\_\_\_\_\_  
Diana Purnell, President

\_\_\_\_\_  
Theodore J. Elder, Vice President

\_\_\_\_\_  
Anthony W. Bertino, Jr.

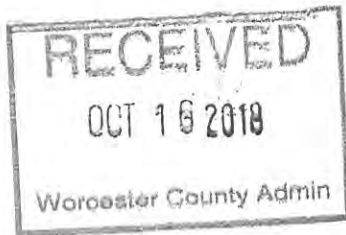
\_\_\_\_\_  
Madison J. Bunting, Jr.

\_\_\_\_\_  
James C. Church

\_\_\_\_\_  
Merrill W. Lockfaw, Jr.

\_\_\_\_\_  
Joseph M. Mitrecic

*Citizens and Government Working Together*



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

## Worcester County

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

TEL: 410.632.1200 / FAX: 410.632.3008


[www.co.worcester.md.us/drp/drpindex.htm](http://www.co.worcester.md.us/drp/drpindex.htm)

ZONING DIVISION  
BUILDING DIVISION  
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

3

# Memorandum

**To:** Worcester County Commissioners  
**CC:** File  
**From:** Jo Ellen Bynum   
**Date:** 10/16/2018  
**Re:** Housing Rehabilitation Grant Subordination Request

---

Mrs. Lorraine Fasciocco was a recipient of a housing rehabilitation grant in 2013 and is currently in the process of re-financing her mortgage to reduce her interest rate and monthly payments. She is requesting that the Commissioners approve the attached subordination agreement so that she may re-finance without triggering a pay-off of her housing rehabilitation grant balance. Her original grant amount was \$19,520 and, in accordance with Program procedures, a 10 year lien was placed upon her property at that time. The current remaining balance on the grant is \$9,760 under the step down terms in the grant agreement.

Since the homeowner is refinancing for better terms and is not drawing any equity out of the property, it is my recommendation that the Commissioners approve her request as there is sufficient equity in the property to cover the mortgage and our lien balance. The new mortgage amount of \$119,900 plus the grant balance of \$9,760 brings the total debt on the property to \$129,660. The property's tax assessed value is \$192,700, yielding a debt to value ratio of 67%, well below the 110% threshold outlined by the underwriting requirements of the program. The County's position on the property will not be altered as the grant agreement was all ready in second position to her current mortgage.

Attached for your reference are supporting documents to her request including the subordination request letter from the homeowner, a statement from the mortgage company outlining the new loan terms, a statement of loan charges and the original Housing Rehabilitation Grant Agreement.

Commitment Number: MD18102788

After Recording, Send To:

New Lender Address:  
851 Traeger Ave, Ste 100, San Bruno, CA 94066

#### SUBORDINATION OF GRANT AGREEMENT

This Subordination of Grant Agreement is made as of the \_\_\_\_\_, 2018 by **County Commissioners for Worcester County, a body politic of the State of Maryland** ("County"), under the following circumstances:

A. County is the holder of a Housing Rehabilitation 10 Year Loan/Conditional Grant Agreement (the "Grant Agreement") executed by **Lorraine A. Fasciocco** ("Owner"), dated 1/23/2013 and recorded 1/25/2013 at Official Records Book 6066, Page 465, the Public Records of Worcester County, Maryland, which is a lien on the real estate described below (the "Property").

**All that certain lot or parcel of land lying and being situate in the Section called "Sherwood Forest" of the subdivision known as "Ocean Pines" in the Third Election District of Worcester County, Maryland, being more particularly designated and described as follows: Lot No. B-10-743, on a plat entitled "Ocean Pines - Section Ten", made by C. Calvin Burns, Registered Professional Engineer No. 2583 of the State of Maryland, which said plat is duly filed for record among the Land Records of Worcester County, Maryland in Plat Book FWH No. 14 et seq.**

**Property Address: 53 High Sheriff Trail, Berlin, MD 21811**

B. Lender, **Provident Funding Associates, L.P.**, will be making a loan secured by a Deed of Trust, in the maximum principal amount of \$119,900.00 (One Hundred Nineteen Thousand Nine Hundred Dollars and Zero Cents), to **Lorraine A. Fasciocco** as Borrower, and ("New Deed of Trust"), which will be a lien on the Property.

C. As part of the consideration for Lender's agreement to make the loan secured by the New

Deed of Trust, and to induce Lender to make that loan, County has agreed to subordinate the lien of the Grant Agreement to the lien of the New Deed of Trust, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, County and Lender agree as follows:

1. County hereby subordinates the lien of the Grant Agreement to the lien of the New Deed of Trust; however, this subordination shall not otherwise affect the validity or priority of the Grant Agreement.

2. This Subordination Agreement is made on the understanding that County shall not be responsible for any of the obligations of Borrower contained in or secured by the New Deed of Trust.

3. This Subordination Agreement shall be binding upon and inure to the benefit of Lender and County and their respective successors and assigns.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2018

By : County Commissioners for Worcester County, a body politic of the State of Maryland

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, the \_\_\_\_\_ of **County Commissioners for Worcester County, a body politic of the State of Maryland**, for and on its behalf.

\_\_\_\_\_  
Notary Public

The signature below is an electronic signature.

Maryland Code: Title 21, Section 21-106(a) "A record or signature may not be denied legal effect or enforceability solely because it is in electronic form."

THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY, OR UNDER THE SUPERVISION OF THE UNDERSIGNED, AN ATTORNEY DULY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS IN MARYLAND.

A handwritten signature in blue ink that reads "Ellen Fishler Bridge". The signature is written in a cursive style with a long horizontal flourish extending to the right.

---

Ellen Fishler Bridge

Prepared by:

Ellen Fishler Bridge, Member Maryland Bar, Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209, (513) 247-9605 Fax:(866) 611-0170.

No title exam performed by the preparer. Legal description and party's names provided by the party.

Commitment Number: MD18102788  
53 High Sheriff Trl, Ocean Pines, MD 21811



**Refinance**

Lorraine A. Fasciocco  
Re: Provident Funding Associates, L.P. Loan  
Loan #1828090110

**To Whom It May Concern:**

I, Lorraine A. Fasciocco, am requesting a subordination of Grant agreement due to refinancing my property to get a lower rate and lower payments in order to help maintain my living expenses. I am a widow, living on a fixed income. I am doing a rate-and-term refinance, and I am not taking any cash out.

*Lorraine A. Fasciocco*

Lorraine A. Fasciocco  
October 5, 2018

LORRAINE A FASCIOCCO  
53 HIGH SHERIFF TRAIL  
BERLIN, MD 21811

Loan Number: 1828090110  
Date Revised and Reprinted: 9/8/2018  
Date Mailed By: 9/10/2018

**Revised Disclosure: Summary of Changes**

You are receiving these revised disclosures due to recent changes made to your loan. These changes may have been requested by you or are a result of new information that was recently discovered. Please note the changes listed and review the attached disclosure(s).

**New Lock;**

**Lock Expiration Date:** Changed to 10/11/2018; previously was

**THESE CHANGES MAY AFFECT THE PRICING AND FEES CHARGED ON YOUR LOAN.**  
**YOU ARE NOT REQUIRED TO SIGN THESE DISCLOSURES OR TO RETURN THEM TO**  
**PROVIDENT FUNDING ASSOCIATES, L.P.**



**PROVIDENT FUNDING ASSOCIATES, L.P.**  
**Prepaid Finance Charges Worksheet**

This is an internal work document prepared by PROVIDENT FUNDING ASSOCIATES, L.P..

Borrower(s): LORRAINE A FASCIOCCO

Date Prepared: 9/8/2018  
 Loan Number: 1828090110  
 Loan Amount: 119,900.00

Property Address: 53 HIGH SHERIFF TRAIL, BERLIN, MD 21811

This worksheet provides an itemization of prepaid finance charges and settlement charges, but does not cover all charges and credits associated with this loan. The amount financed is the loan amount less prepaid finance charges.

(X) If checked, all charges below are estimates.

<u>DESCRIPTION OF CHARGES</u>	<u>FINANCE CHARGE</u>	<u>SETTLEMENT CHARGE</u>
Prepaid Interest 15 days \$14.57 per day	\$ 218.55	
Appraisal Fee		530.00
Lender Processing Fee	1,099.00	
Recording Fees and Other Taxes to CIAgent		95.00
Title-Closing Protection Letter to ThirdParty	30.00	
Title-Lender's Title Insurance Fee to CIAgent		345.00
Title-Settlement/Escrow Fee to CIAgent	375.00	
Transfer Taxes to CIAgent		100.00

Less Originator Paid Charges	(\$ 0.00 )	(\$ 299.75 )
<b>TOTAL PREPAID FINANCE CHARGES</b>	<b>\$ 1,722.55</b>	
<b>AMOUNT FINANCED</b>	<b>\$ 118,177.45</b>	
<b>TOTAL SETTLEMENT CHARGES</b>		<b>\$ 770.25</b>

Loan Origination Company: Provident Funding Associates, L.P. (NMLS ID # 3821)  
 Loan Originator: Mayra Cisneros (NMLS ID # 1514256)

**PROVIDENT FUNDING ASSOCIATES, L.P.**

851 TRAEGER AVE, SUITE 100  
SAN BRUNO, CA 94066

Save this Loan Estimate to compare with your Closing Disclosure.

**Loan Estimate**

**DATE ISSUED** 9/8/2018  
**APPLICANTS** LORRAINE A FASCIOCCO  
53 HIGH SHERIFF TRAIL  
BERLIN, MD 21811  
**PROPERTY** 53 HIGH SHERIFF TRAIL  
BERLIN, MD 21811  
**EST. PROP. VALUE** \$270,000

**LOAN TERM** 30 years  
**PURPOSE** Refinance  
**PRODUCT** Fixed Rate  
**LOAN TYPE**  Conventional  FHA  VA   
**LOAN ID #** 1828090110  
**RATE LOCK**  NO  YES, until 10/11/2018 at 9:44 am PST  
*Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated closing costs expire on 9/21/2018 at 7:16 pm PST*

Loan Terms	Can this amount increase after closing?	
<b>Loan Amount</b>	\$119,900	NO
<b>Interest Rate</b>	4.375%	NO
<b>Monthly Principal &amp; Interest</b> <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$598.64	NO
<b>Does the loan have these features?</b>		
<b>Prepayment Penalty</b>		NO
<b>Balloon Payment</b>		NO

Projected Payments				
<b>Payment Calculation</b>	Years 1 - 30			
Principal & Interest	\$598.64			
Mortgage Insurance	+ \$0			
Estimated Escrow <i>Amount can increase over time</i>	+ \$233			
<b>Estimated Total Monthly Payment</b>	\$832			
<b>Estimated Taxes, Insurance &amp; Assessments</b> <i>Amount can increase over time</i>	<table border="0"> <tr> <td style="vertical-align: top;">\$310 a month</td> <td style="vertical-align: top;"> <b>This estimate includes</b>  <input checked="" type="checkbox"/> Property Taxes  <input checked="" type="checkbox"/> Homeowner's Insurance  <input checked="" type="checkbox"/> Other: HOA Dues  <i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i> </td> <td style="vertical-align: top;"> <b>In escrow?</b>                      YES                      YES                      NO                 </td> </tr> </table>	\$310 a month	<b>This estimate includes</b> <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: HOA Dues <i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i>	<b>In escrow?</b> YES YES NO
\$310 a month	<b>This estimate includes</b> <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: HOA Dues <i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i>	<b>In escrow?</b> YES YES NO		

Costs at Closing	
<b>Estimated Closing Costs</b>	\$3,494 Includes \$2,379 in Loan Costs + \$1,415 in Other Costs - \$300 in Lender Credits. See page 2 for details.
<b>Estimated Cash to Close</b>	\$223 Includes Closing Costs. See Calculating Cash to Close on page 2 for details. <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower

Visit [www.consumerfinance.gov/mortgage-estimate](http://www.consumerfinance.gov/mortgage-estimate) for general information and tools.

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## Closing Cost Details

### Loan Costs

A. Origination Charges	\$1,099
% of Loan Amount (Points)	
Lender Processing Fee	\$1,099

B. Services You Cannot Shop For	\$530
Appraisal Fee	\$530

C. Services You Can Shop For	\$750
Title-Closing Protection Letter	\$30
Title-Lender's Title Insurance Fee	\$345
Title-Settlement/Escrow Fee	\$375

**D. TOTAL LOAN COSTS A + B + C** **\$2,379**

### Other Costs

E. Taxes and Other Government Fees	\$195
Recording Fees and Other Taxes	\$95
Transfer Taxes	\$100

F. Prepays	\$219
Homeowner's Insurance Premium (      months)	
Mortgage Insurance Premium (      months)	
Prepaid Interest ( \$14.57 per day for 15 days @4.375% )	\$219
Property Taxes (      months)	

G. Initial Escrow Payment at Closing	\$1,001
Homeowner's Insurance \$81.25 per month for 3 mo.	\$244
Mortgage Insurance                      per month for      mo.	
Property Taxes \$151.42 per month for 5 mo.	\$757

### H. Other

**I. TOTAL OTHER COSTS (E + F + G + H)** **\$1,415**

J. TOTAL CLOSING COSTS	\$3,494
D + I	\$3,794
Lender Credits	- \$300

### Calculating Cash to Close

Loan Amount	\$119,900
Total Closing Costs (J)	- \$3,494
Estimated Total Payoffs and Payments	- \$116,183

<b>Estimated Cash to Close</b> <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower	\$223
Estimated Closing Costs Financed (Paid from your Loan Amount)	\$3,494

## Additional Information About This Loan

LENDER PROVIDENT FUNDING ASSOCIATES, L.P.

NMLS/MDLICENSE ID 3821  
 LOAN OFFICER Mayra Cisneros  
 NMLS/MDLICENSE ID 1514256  
 EMAIL MCisneros@provident.com  
 PHONE (408) 833-1202

MORTGAGE BROKER

NMLS/MDLICENSE ID  
 LOAN OFFICER  
 NMLS/MDLICENSE ID  
 EMAIL  
 PHONE

Comparisons	Use these measures to compare this loan with other loans.	
In 5 Years	\$38,516	Total you will have paid in principal, interest, mortgage insurance, and loan costs.
	\$10,810	Principal you will have paid off.
Annual Percentage Rate (APR)	4.498 %	Your costs over the loan term expressed as a rate. This is not your interest rate.
Total Interest Percentage (TIP)	79.925%	The total amount of interest that you will pay over the loan term as a percentage of your loan amount.

Other Considerations	
<b>Appraisal</b>	We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost.
<b>Assumption</b>	If you sell or transfer this property to another person, we <input type="checkbox"/> will allow, under certain conditions, this person to assume this loan on the original terms. <input checked="" type="checkbox"/> will not allow assumption of this loan on the original terms.
<b>Homeowner's Insurance</b>	This loan requires homeowner's insurance on the property, which you may obtain from a company of your choice that we find acceptable.
<b>Late Payment</b>	If your payment is more than <u>15</u> days late, we will charge a late fee of _____ 5% or the maximum allowable by state law, of the total principal and interest.
<b>Liability after Foreclosure</b>	Taking this loan could end any state law protection you may currently have against liability for unpaid debt if your lender forecloses on your home. If you lose this protection, you may have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
<b>Refinance</b>	Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.
<b>Servicing</b>	We intend <input checked="" type="checkbox"/> to service your loan. If so, you will make your payments to us. <input type="checkbox"/> to transfer servicing of your loan.

### Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

\_\_\_\_\_  
 LORRAINE A FASCIOCCO Date Date

3750 S. Robertson Blvd, Suite 102, Culver City, CA 90232

Payoff figures have been requested on the loan for the borrower and property described below.

Loan ID/Reference #: 9519091134  
 Borrower: LORRAINE A FASCIOCCO  
 Property Address: 53 HIGH SHERIFF TRAIL  
 BERLIN, MD 21811

Provident Funding Associates, L.P. requires that all payoff funds are wired or sent in the form of a money order or certified funds. Funds that are wired must be received by 2:00 pm PST for same day processing. Otherwise it will be processed the following business day with interest required to that date.

<p><b>Wire Instructions:</b> Colorado Federal Savings Bank                  8400 E. Prentice Ave., Suite 840                  Greenwood Village, CO 80111                  ABA # 107089335                  Beneficiary - Provident Funding Associates, L.P.                  Account # 188005109                  Reference: 9519091134 and FASCIOCCO</p>	<p><b>By Overnight Delivery:</b> Attention Payoff Department                  Provident Funding Associates, L.P.                  3750 S. Robertson Blvd. Suite 102                  Culver City, CA 90232</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

- Any checks received that are not certified or a money order will be returned, and interest will continue to accrue until certified funds are received.
- Funds that are not considered certified include, but are not limited to, title company checks, ACH transfers, counter deposits and Attorney Checks unless otherwise allowed by state law. Proceeds received in this form will be rejected.
- All Certified Checks or Money Orders must be sent directly to our payment processing vendor at 3750 S. Robertson Blvd. Suite 102, Culver City, CA 90232. Any payoff funds received at branches other than this will not be accepted.

Projected Payoff Date 10/28/2018

Principal Balance:	\$116,710.66
Interest to 10/28/2018:	\$963.86
Payoff Statement Fee:	\$0.00
Prepayment Penalty:	\$0.00
Recording Fee:	\$50.00
Release Fee:	\$30.00
Escrow Advance Balance:	\$0.00
Corp Advance Amount Total:	\$0.00
Late Charge Fees:	\$0.00
Misc Fees:	\$0.00
Escrow held for future disbursements:	\$0.00
Funds owed to Borrower:	\$0.00
<b>Total Payoff:</b>	<b>\$117,754.52</b>
Per diem <sup>1</sup> :	\$16.79



- Escrow Account Information

- County tax : The next County by Other Tax installment is due between 12/1/2018 and 12/31/2018 .
- This loan is due for the 10/1/2018 payment. Payments are made by ACH on a monthly basis.<sup>2</sup>Since this is an automatic payment drafting account, the next payment will be deducted unless Provident Funding Associates, L.P. is notified on or before 10/1/2018. If payoff proceeds are not received by 10/1/2018 a payment will be drafted from the established account. Automatic payment arrangements may be cancelled online at [www.provident.com](http://www.provident.com), or by calling (800) 696-8199, Option 7, 5:00 AM to 5:00 PM PT Mon-Fri. The current interest rate is 5.250 % and the P&I payment is \$762.04.
- Payoff figures are subject to change without notice due to new fee assessment, payment activity, tax and insurance disbursements. Disbursements of all escrowed items (e.g. hazard, flood and PMI insurance, taxes, etc.) will be paid from escrow as normally scheduled (up to the date payoff funds are received).
- In the event a double-payment of taxes and or insurance occurs, it is the responsibility of the borrower and the closing agent (if applicable) to obtain any refund from the appropriate agency.
- Any over payment will be mailed directly to the borrower within 7-10 business days, Provident Funding Associates, L.P. will prepare a release of interest in the property after all funds have cleared.
- Issuance of this statement does not suspend the requirement to make loan payments when and as due under the loan contract. A late charge of \$38.10 will be assessed on the 16th of the month and will be added to the total payoff amount if the payoff is received by Provident Funding Associates, L.P. after that date.

<sup>1</sup>Interest is calculated on a 360-day year on full month interest and on a 365-day year on per diem interest in the month the loan is paid off.

<sup>2</sup> Since this is an automatic payment drafting account, the next payment will be deducted unless Provident Funding Associates, L.P. is notified on or before 10/1/2018. If payoff proceeds are not received by 10/1/2018 a payment will be drafted from the established account. Automatic payment arrangements may be cancelled online at [www.provident.com](http://www.provident.com), or by calling (800) 696-8199, Option 7, 5:00 AM to 5:00 PM PT Mon-Fri.





**MD-12-CD-22  
WORCESTER COUNTY  
HOUSING REHABILITATION  
10 YEAR LOAN/CONDITIONAL GRANT AGREEMENT  
(\$12,501-\$20,000 award amounts)**

THIS AGREEMENT, made and entered into this 23<sup>rd</sup> day of January 2013, by and between the County Commissioners for Worcester County, a body politic of the State of Maryland, party of the first part (hereinafter "County") and Lorraine A. Fasciocco. (hereinafter "Owners").

WHEREAS, the County having received a Community Development Block Grant pursuant to the Housing and Community Development Act of 1974, has undertaken a program of rehabilitation of certain properties within the County; and

WHEREAS, the Owner is desirous of rehabilitating his property, hereinafter described; and

WHEREAS, the Owner is an occupant of said property and meets the eligibility criteria which are applicable to said rehabilitation program.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

In consideration of the sum of \$19,520.00 Dollars paid by the County to the Owner for the sole purpose of providing funds for the rehabilitation of the property known as 53 High Sherriff Trail, Berlin and located in the election district of Worcester County, Maryland, said property being conveyed to Owner by deed dated October 6, 2009 and recorded among the Land Records of Worcester County in Liber 5364 at Folios 444-445, the Owner agrees as follows:

1. \$ 19,520.00 of the rehabilitation financing is provided to the Owner as a conditional grant with no obligation for repayment unless title to said property is transferred within ten (10) years of the date of this Agreement. If the title to said property is acquired by any other person other than the Owner, for any reason, within the next ten years, said Owner or his personal representative agrees to repay the County in the following manner:

Transfer within one year from the date hereof - 100%  
Transfer within two years from the date hereof - 90%  
Transfer within three years from the date hereof - 80%  
Transfer within four years from the date hereof - 70%  
Transfer within five years from the date hereof - 60%  
Transfer within six year from the date hereof - 50%  
Transfer within seven years from the date hereof - 40%  
Transfer within eight years from the date hereof - 30%

FILED

2013 JAN 25 PM 3: 20

STEPHEN Y. HALES  
CLK. CT. CT.  
WOR. CO.

Return To: Worcester Co. Economic Devt.  
100 Pearl Street, Suite B  
Snow Hill, MD 21863

Transfer within nine years from the date hereof - 20%  
Transfer within ten years from the date hereof - 10%

Ten years from the date hereof, Owner will be under no obligation to repay any of the conditional grant amount.

2. \$0 of the rehabilitation financing is provided to the Owner as a loan, bearing interest at the rate of 0%, to be repaid in accordance with the Promissory Note executed by the Owner on \_\_\_\_\_ and attached hereto as Exhibit A . The Owner may repay any or all of the loan amount, in advance, with no fee or penalty.
3. The Owner will maintain insurance on the Property for at least the amount of the rehabilitation improvements. Worcester County shall be named as loss payee for the period that the Owner is obligated to the County as herein provided.
4. This Agreement shall constitute a lien upon the subject property but shall be immediately released by the County upon compliance with the terms stated herein.
5. This Agreement may not be assigned in any manner by the Owner.
6. This Contract shall be binding upon the heirs, assigns, and personal representatives of the Owner until the terms of paragraph 1 are complied with, and this contract shall be recorded among the Land Records of Worcester County.
7. This Agreement is conditional upon the Owner's receipt of funding from the State Special Loans Program for the balance of the rehabilitation contract and closing costs associated with the loan.

AS WITNESS, the hands and seals of the Parties hereto:

By: [Signature]  
Witness

[Signature]  
Owner - Lorraine A. Fasciocco

By: \_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

STATE OF MARYLAND,

I HEREBY CERTIFY that on this 23<sup>rd</sup> day of January 2013, before me, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Lorraine A. Fasciocco, Owner named in the foregoing Agreement, and each acknowledged the foregoing Agreement to be his act.

Beverly O. Mason  
Notary Public

My Commission Expires: February 1, 2015



JAN 25 2013 The foregoing instrument filed for record and is accordingly recorded among the land records of Worcester County, Maryland.

Allyson V. Galas Clerk



4

ZONING DIVISION  
BUILDING DIVISION  
ADMINISTRATIVE DIVISION

DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

## Worcester County


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

TEL: 410.632.1200 / FAX: 410.632.3008

[www.co.worcester.md.us/drp/drpindex.htm](http://www.co.worcester.md.us/drp/drpindex.htm)

DATA RESEARCH DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

# Memorandum

**To:** Worcester County Commissioners  
**CC:** File  
**From:** Jo Ellen Bynum   
**Date:** 10/16/2018  
**Re:** Housing Rehabilitation Program Bid Package- Friendship Road

---

Attached for your review is a bid package for a single family, owner occupied housing rehabilitation project located in the Friendship Road, Berlin area of the County. The project is proposed to be funded through the County's current CDBG housing rehabilitation grant, MD-18-CD-21. At this time, I am requesting the Commissioners review and approve the project to be placed out for the County's competitive bidding process.

**NOTICE TO HOME IMPROVEMENT CONTRACTORS  
INVITATION TO BID  
Housing Rehabilitation  
Worcester County, Maryland**

The Worcester County Commissioners are currently accepting bids for rehabilitation work to be performed on 2 single family homes located in the Berlin of the County. Bid specification packages and bid forms are available to licensed Maryland Home Improvement Contractors and may be picked up from the Office of the County Commissioners, Room 1103, One West Market Street, Snow Hill, Maryland 21863 or by calling the Commissioners Office at 410-632-1194 to request a package by mail. Packages are also available on the Worcester County Government website at [www.co.worcester.md.us](http://www.co.worcester.md.us) on the Commissioners Department tab under "Bid Board".

This project is proposed to be funded by the Community Development Block Grant Program and is thus subject to all applicable Equal Opportunity and Civil Rights guidelines. Sealed bids will be accepted until **1:00 p.m. on Monday, November 12, 2018** in the Office of the County Commissioners at the above address at which time they will be opened and publicly read aloud. Envelopes shall be marked **“Housing Rehabilitation Bid – November 12, 2018”** in the lower left-hand corner. Bids shall be reviewed by the staff and awarded by the County Commissioners at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any or all bids, waive formalities, informalities, and technicalities therein and to take whatever bid they determine to be in the best interest of the County considering lowest or best bids, quality of work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts or any other factors they deem appropriate.

All inquiries regarding the bid specifications shall be directed to the Program Inspector, Dave Walter, at 410-213-2021. All other inquiries shall be directed to Jo Ellen Bynum, Housing Program Administrator, at 410-632-1200, ext. 1171.

## **WORCESTER COUNTY HOUSING REHABILITATION PROGRAM**

### **GENERAL SPECIFICATIONS**

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the homes to be rehabilitated are attached. Bids will be accepted until 1:00 p.m. on Monday, November 12, 2018 at the Worcester County Commissioners Office, Room 1103, One West Market Street, Snow Hill, Maryland 21863 at which time they will be opened and read aloud. General telephone inquiries may be directed to the County's Housing Consultant, Jo Ellen Bynum, at 410-632-1200, ext. 1171. Questions of a technical nature may be directed to the Program Inspector, Dave Walter, at 410-213-2021. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked "Housing Rehabilitation Bid – November 12, 2018". Each bid must be signed and dated.

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

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

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

## Bid Submission Checklist

- Contractor Qualification Form
- Contractor Conflict of Interest Disclosure Form
- Bid Form- on your company letterhead using Worcester format
- Scope of Work with Line Item Breakdown- all lines completed and total price
- Signed Bid Submission Checklist

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Signature

Date

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

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

Contractor \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_

Federal I.D. or S.S. # \_\_\_\_\_

Insurance Company, Agent, & Coverages: \_\_\_\_\_  
\_\_\_\_\_

List of Company Officers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List of Licenses Currently Held:

\_\_\_\_\_  
MHIC Number Exp. Date

\_\_\_\_\_  
MBR Number Exp. Date

\_\_\_\_\_  
MDE Lead Cert. Exp. Date

\_\_\_\_\_  
EPA Lead Cert. Exp. Date

Trade References (2)

\_\_\_\_\_  
Name Phone

\_\_\_\_\_  
Name Phone

Client References (2)

\_\_\_\_\_  
Name Phone

\_\_\_\_\_  
Name Phone

Is contractor in a State of Bankruptcy? \_\_\_\_\_ Yes \_\_\_\_\_ No

Is contractor on HUD's debarred list? \_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_ Minority Business Enterprise

\_\_\_\_\_ Women's Business Enterprise

\_\_\_\_\_ Disadvantaged Business Enterprise

\_\_\_\_\_ Section 3 Employer



## Contractor Conflict of Interest Disclosure

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

1. Are owner(s)/principal(s) ever been an employee, agent, consultant, officer, elected official or appointed official of \_\_\_\_\_?  Yes  No  
If yes, please identify: \_\_\_\_\_
  
2. Are owner(s)/principal(s) related (including through marriage or domestic partnership) to an employee, agent, consultant, officer, elected or appointed official of \_\_\_\_\_?  Yes  No If yes, please identify: \_\_\_\_\_
  
3. Do owner(s)/principal(s) have a business or professional relationship with anyone identified under Question #1?  Yes  No  
If yes, please identify: \_\_\_\_\_

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

Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: \_\_\_\_\_ (Print)

Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: \_\_\_\_\_ (Print)

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

**For Grantee Use Only:**

<b>CDBG Grant Number:</b>	<b>Date Received:</b>
<input type="checkbox"/> <b>Conflict of Interest does not exist</b> <span style="margin-left: 200px;"><input type="checkbox"/> <b>Conflict of Interest exists</b></span>	
<b>Date Sent to State:</b>	<input type="checkbox"/> <b>Waiver Granted</b> <span style="margin-left: 100px;"><input type="checkbox"/> <b>Waiver Denied</b></span>

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

PROPERTY OF: **Soner Koltuk**  
ADDRESS: **10115 Friendship Road**  
**Berlin, MD 21811**

TELEPHONE:

TOTAL QUOTE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

NO QUOTATIONS AFTER: 11/12/18

PART ONE: GENERAL CONDITIONS

PART TWO: SCOPE OF WORK

PART ONE – GENERAL CONDITIONS

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

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

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

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

**BID FORM**

**\*must be signed to be valid**

**Property of Soner Koltuk  
10115 Friendship Road  
Berlin, MD 21811**

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

Total Quote : \$ \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number(s)

\_\_\_\_\_  
MHIC License #      Expiration Date

**SONER & TYLER KOLTUK**  
**10115 FRIENDSHIP ROAD**  
**BERLIN, MD 21811**  
**757-998-9364**

**10-12-18**

**SCOPE OF WORK**

A: Installation of new septic system per Environmental Programs specifications as follows: 260 linear feet of drain field with 2 foot wide trenches. Installation depth of 6 inches (12-18 inch elevated finish grade), dug out 4-4½ feet and backfilled with approved sand. Minimum 1250 gallon septic tank is required. A lift station and pump will be needed and electric work to be included in bid. All plumbing will need to be connected to the new system; washing machine waste water currently runs to the front ditch and sewage odor detected coming from under the house. The old tank located under the rear deck will need to be pumped, crushed and filled. Additionally there is a large hole in the rear of the property that appears to be connected to the current system and will need to be pumped and filled. System is to be properly graded and stabilized with seed and a layer of straw. The permit fee of \$275.00 will need to be submitted. Installer submitting a quote must visit the property; contact Ed Lawson in Environmental Programs with questions on the new septic system specifications.

PRICE: \_\_\_\_\_

B: Remove existing vapor barrier and fallen insulation in the crawlspace. Remove all standing water and any waste line overflow or back up debris. Inspect all waste lines within the crawlspace for leak areas, and make any necessary repairs where any leakage is found. Clean and treat any framing that may have been contacted with septic waste. Install new vapor barrier and R-19 Kraft faced fiberglass insulation after all repairs have been completed. Install new metal, insulated, crawlspace access door.

PRICE: \_\_\_\_\_

C: Remove portion of existing rear deck that currently covers the septic tank, so tank can be emptied, crushed, and filled in. Make repairs as necessary for support and finish of the remainder of the deck, with like size pressure treated framing materials. Galvanized fasteners and hanger brackets installed per Code. Any required new pier footings and beams are to meet existing Code as well. Any and all necessary permits are to be secured by the Contractor.

PRICE: \_\_\_\_\_

TOTAL PRICE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBERS: OFFICE: \_\_\_\_\_ CELL: \_\_\_\_\_

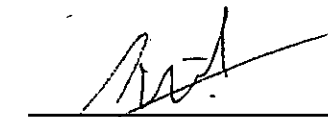
MHIC#: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

DATE OF PROPOSAL: \_\_\_\_\_

SONER & TYLER KOLTUK  
10115 FRIENDSHIP ROAD  
BERLIN, MD 21811  
757-998-9364

10-12-18

I have reviewed the preceding specifications and hereby accept them as written.



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Owner- Soner Koltuk

10-15-18

Date

REHABILITATION GUIDELINES FOR WORCESTER COUNTY,  
MARYLAND

**INTRODUCTION**

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

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

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

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

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

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

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

SECTION I – ELIGIBILITY

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

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

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

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



## II. APPLICATION PROCEDURES

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

## III. SELECTION

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

#### IV. STRUCTURE OF FINANCIAL ASSISTANCE

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

Tier II- \$12,501 to \$25,000 grant requires a ten (10) year lien

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

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

For five year liens:

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

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

For ten year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	90% grant repayment
Sale in the third year	80% grant repayment
Sale in the fourth year	70% grant repayment
Sale in the fifth year	60% grant repayment
Sale in the sixth year	50% grant repayment
Sale in the seventh year	40% grant repayment
Sale in the eighth year	30% grant repayment
Sale in the ninth year	20% grant repayment
Sale in the tenth year	10% grant repayment

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

For fifteen year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	93% grant repayment
Sale in the third year	87% grant repayment
Sale in the fourth year	80% grant repayment
Sale in the fifth year	73% grant repayment
Sale in the sixth year	67% grant repayment
Sale in the seventh year	60% grant repayment
Sale in the eighth year	53% grant repayment
Sale in the ninth year	47% grant repayment
Sale in the tenth year	40% grant repayment
Sale in the eleventh year	33% grant repayment
Sale in the twelfth year	27% grant repayment
Sale in the thirteenth year	20% grant repayment
Sale in the fourteenth year	13% grant repayment

Sale in the fifteenth year                                              7% grant repayment  
The grant mortgage will be released after the fifteenth year and no repayment is required thereafter.

## V. REHABILITATION ACTIVITIES

1. Work to be performed will be determined through an inspection by the Rehabilitation Specialist/Inspector. The homeowner will be encouraged to participate in this process. The Rehabilitation Specialist will prepare a detailed work write-up which will be utilized for solicitation of bids to perform the work. Work on these homes which require septic systems, wells and the installation of bathrooms will be reviewed by the Worcester County Division of Environmental Programs prior to be sent to bid. Requirements of the Division of Environmental Programs will be incorporated into the work write-up.
  
2. The following are considered eligible repairs under the program when such repairs are necessary to bring the property into conformance with the County's Livability Code:
  - Improvements to the existing physical structure such as painting and resurfacing of structures or surface elements
  - Roof, wall, floor and ceiling repairs
  - Replacement of appliances such as range, hot water heater, water pump.
  - Replacements of fixtures such as heating, electrical, plumbing
  - Energy conservation/weatherization improvements
  - Alterations necessary to make the dwelling more accessible for handicapped persons
  - Modifications to the physical structure such as the addition of a bathroom, windows, steps, and fire detection equipment.
  
3. The following activities are generally ineligible for rehabilitation assistance:
  - New construction, substantial reconstruction, or the finishing of unfinished space such as attics or basements.
  - Remodeling or cosmetic improvements
  - Renovation of dilapidated outbuildings
  - Appliances not required by code standards
  - Materials, fixtures, equipment or landscaping of type or quality that exceeds that customarily used in Worcester County for properties of the same general type. The County has developed

general specifications which detail the level of materials and workmanship quality.

## VI. CONTRACTING

1. The County will advertise publicly for bids based on the work write-up prepared by the Rehabilitation Specialist. Minority and female owned firms will be encouraged to bid.
2. Contractors must complete a Qualification Form to be considered as an eligible bidder.
3. Bids will be reviewed for accuracy and responsibility and a recommendation for award will be provided to the County Commissioners. Bids will generally be awarded to the lowest bidder. The County Commissioners reserve the right to accept or reject any or all bids.
4. The County may limit the number of contracts to be awarded to one contractor during any one bid solicitation and may negotiate with other bidders for remaining contracts.
5. Following award, the Owner-Contractor Agreement will be executed by the contractor and homeowner. The Program Administrator will then issue a Notice to Proceed.
6. The contractor may request progress payments as often as needed. Payments are made following inspection by the Program Inspector and upon approval by the Program Administrator. The contractor may receive up to 75% of the total contract in this manner; the final 25% will not be paid until satisfactory completion of a final inspection and the achievement of lead clearance on applicable projects. The homeowner, Program Inspector, contractor and Program Administrator are required to sign-off on the final payment request in order for payment to be processed.
7. All work involving well and septic installation will be bid separately and will not require the certification of the Program Inspector. The Administrator will work directly with the Environmental Programs Department for this procurement. E.P. will also perform the inspections.
8. The inspector will obtain the owner's signature on the Certificate of Completion prior to the final payment being made. If there is a dispute, the inspector and Program Administrator will make the determination and document the reasons for such.
9. Any homeowner who has problems with the work after its completion, (i.e., leaking pipes) should contact the Program Administrator who will

request the inspector to ascertain the cause of the problem. If the time frame is within the one-year guarantee period, all efforts will be made to encourage the Contractor to correct the problems voluntarily. If this should prove unfeasible, the program will engage the services of another contractor to correct the work, if ample funds are available.

## VII. PERMITTING PROCESS

1. The Housing Administrator will send a copy of the final work write-up to the applicable Permitting Department for a permit review. The Permitting Department will respond with a written memo listing the permits required for the project and the code which is used by the jurisdiction. The Administrator will provide the contractor with a copy of this memo when the Owner-Contractor Agreement is signed.
2. The contractor will contact the property owner to sign the permit and submit the permit to the local Permitting Department along with any required drawings or site plan and all applicable fees .
3. The contractor will notify the Department of Planning, Permits and Inspections and the Housing Administrator of the construction start date.

## VIII. FINAL REHABILITATION DOCUMENTS

1. Once the contract for the work is awarded, the Administrator will prepare the following documents for signature by the homeowner:
  - Owner-Contractor Agreement
  - Lead Paint Notice
  - Grant/Loan Agreement
  - Promissory Note
  - Notice of Right of Rescission
  - FHEO Self Identification FormIn addition, a copy of the work write-up will be included in this mailing.
2. When the documents are returned to the Administrator, he or she will obtain the signature of the contractor on the Owner-Contractor Agreement. Once this is done, the Contractor will be given a Notice to Proceed.
3. The Grant/Loan Agreement will be recorded in the Office of the Clerk of Court.
4. Copies of the promissory note and Grant/Loan Agreement will be provided to the County Treasurer's Office upon signing and recordation.

**BID AND CONTRACT PROCEDURES  
WORCESTER COUNTY HOUSING REHABILITATION PROGRAM**

It shall be the policy of the Worcester County Rehabilitation Program to maximize participation by minority contractors. The Program Administrator shall consult all available resources for names of minority contractors.

The procedures contained herein apply only to work funded in whole or in part with County CDBG funds. Other agencies which supplement the CDBG funds have the option of using their own procedures.

**CONTRACTOR QUALIFICATION**

1. An advertisement soliciting interested rehabilitation contractors shall be placed in local newspapers by the Worcester County Housing Rehabilitation Program on behalf of the property owner. This ad will contain the information necessary to request a bid package and the date that bids are due.
2. Bid packages will be mailed to those contractors requesting them.
3. Bid packages will be mailed to those contractors known to be active in the area. The following will be required of contractors:
  - a. Adequate liability insurance (\$100,000/\$300,000 for personal injury and \$100,000 for property damage), listing agent's name, amount, expiration date and name of insurer.
  - b. Name of the company bank
  - c. The names of the usual subcontractors
  - d. The names and addresses of at least two (2) recent residential rehabilitation or remodeling customers
  - e. A list of all principal officers of the company
  - f. Number and date of the Maryland Home Improvement License
4. Contractors meeting the qualifications above will be deemed acceptable and will be allowed to bid on the rehabilitation projects. This privilege is contingent on the fact that no contractor is on HUD's debarred list, has filed bankruptcy or is otherwise deemed ineligible. The Housing Specialist/Inspector and the Housing Rehabilitation Program Administrator and award of the bid by the County Commissioners shall make final selection of the contractor after an evaluation of the bid. The name of contractors who do not perform satisfactorily will be submitted to the County Commissioners with a recommendation that they not be allowed to bid on future projects.

5. Contractors will return completed and sealed bid packages to the Budget Officer no later than the date established in the advertisement. No bids will be accepted after this deadline. Faxed bids are not acceptable.
6. No items are to be omitted. All bids are to be totaled on the first page of the work write-up and signed by the contractor on the last page. Any bid which contains omitted items will be disqualified.
7. The jobs are to be bid on an individual basis, group bidding is not allowed.
8. Any questions concerning the substance of the work write-up should be clarified before the bid is submitted. No change orders may be made without the approval of the Worcester County Housing Rehabilitation Program Administrator. The submitting of bids shall be taken as a contractor's acknowledgement of the adequacy of the scope of work unless the bid is accompanied by a statement expressing the contractor's questions or concerns.
9. Bids will be reviewed by the Housing Specialist/Inspector and the Program Administrator. All bids will be opened publicly and read aloud at a specified time.
10. The contract for approved applications will be awarded consistent with the County's purchasing policy. Generally this will be the low bidder provided that he or she has met all eligibility criteria, and that the bid covers all items on the work write-up and that the bid appears to be feasible and responsive. The County Commissioners will award the contract at a regular meeting. It is the general policy of the program to use general contractors. However, there may be instances where work to only one trade is to be done. In these cases, the Administrator may solicit the appropriate subcontractor. All well and septic work will be bid separately.  
WORCESTER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

#### CONTRACT PROCEDURES

1. A contract for construction work financed by a rehabilitation grant or loan shall be undertaken between the contractor and the property owner. The County will not be a party to such a contract, but will act on the recipient's behalf in bidding, contract award and inspections of work completed.
2. The form of the contract shall be as follows: a single document, containing the general conditions and specifications for the work performed. The bid form is included in the contract by reference.
3. General contract provisions shall be required in all rehabilitation construction contracts, including:



- A provision that a written “Proceed to Work” order within a “to be determined” number of days is issued
  - A provision that the Contractor will be paid the contract price according to a payment schedule specified within the contract when work is satisfactorily completed. Payment will be made as soon as possible after receipt of the contractor’s invoice and for final payments receipt of release of liens by the contractors, suppliers and laborers involved.
4. The Contractor shall be required to follow the following provisions:
- Comply with all County inspection requirements
  - Perform all work in accordance with applicable standards and requirements, whether or not covered by the work specifications.

#### OWNER/CONTRACTOR DISPUTES

If a dispute between the homeowner and contractor concerning workmanship, quality of materials, or scope of work occurs, the Program Inspector will meet with both parties to discuss their concerns. The Program Inspector will advise the homeowner and contractor, in writing, of the recommended resolution. If both parties are not satisfied with the recommended resolution, they may respond in writing to the Program Administrator within 10 days of the date of the notice from the Inspector. The Program Administrator will meet with the homeowner, contractor and inspector at the property, listen to the concerns of all parties and evaluate the disputed work. The Program Administrator will respond in writing within 10 days of the meeting. If the homeowner or contractor do not accept the final resolution of the Program, the dispute will be referred for independent arbitration as provided for in the terms of the Worcester County Housing Rehabilitation Owner-Contractor Agreement.

#### CHANGE ORDERS

It is the policy of the Worcester County Housing Rehabilitation Program to carefully evaluate change orders. Every effort will be made to ensure that the work write-ups are complete and accurate representations of the work to be done in accordance with program guidelines. We require contractors to clarify any questions regarding the work write-up prior to the submission of a bid.

For other items on which change orders may be required, the following procedures will apply, regardless of whether the request for a change is initiated by the contractor or a homeowner:

1. The contractor is required to telephone both the Program Administrator and the Project Inspector with a verbal explanation of the situation.

2. The Project Inspector will visit the job site to render an opinion on the need for the change. If the Project Inspector recommends denial of the change order, this decision shall be final.
3. If the Project Inspector finds that the request is justified, he will so inform the Program Administrator who will render the final judgment. The Inspector will also give his opinion as to the reasonable cost of the proposed change.
4. Change orders which would bring the total grant amount above the maximum are not permitted. In cases of this nature, every attempt will be made to substitute a change for an originally approved item which is of lesser importance or to seek funds from other programs.
5. The Program Administrator will require the contractor to fill out and sign a change order form prior to permitting work to proceed.

#### RECRUITMENT OF MINORITY, SMALL, AND FEMALE CONTRACTORS

It is the policy of the County to attempt to recruit and assist small, female and minority contractors. Solicitations for bids will be placed in local newspapers. Additionally, the Administrator will attempt to locate such contractors and place them on the builder's list. He/she will consult such sources as the Maryland Department of Transportation Business Directory, the Lower Shore Contractors Association (a minority association), Shore-Up!, and O.U.R. Community, as well as any other group known to have knowledge of minority, small and female contractors.

## REHABILITATION

AIM Services, Inc.  
Attn: Steve Coady  
2314 Allen Drive  
Salisbury, MD 21801  
scoady@aimservicesinc.com  
443-859-8009

Allstate Renovation & New Homes, Inc.  
Leo Kuneman  
PO. Box 303  
Trappe, MD 21673  
allstaterenovation@yahoo.com  
443-880-2257

Apex Construction  
Attn: Mike Meade  
12650 Sunset Avenue, Suite 7  
Ocean City, MD 21842  
m.meadeestimator@gmail.com  
jjfranzetti@gmail.com

Barmar Construction, LLC  
714 Hills Point Road  
Cambridge, MD 21613  
410-901-2304  
barmarconstruct@aol.com

Robert Brooks MBE 8/10/18  
Apostle Expert Exteriors  
P.O. Box 485  
Salisbury, MD 21803  
410-548-1392, ext. 107  
rbrooks.apostlecon@gmail.com

C.A.R.E. Property Services, Inc.  
Attn: Jordan Lehr  
1235 Abbottstown Pike  
Hanover, PA 17331 (has office in OC  
too) 717-437-1649  
jlehr@callcarefirst.com

## CONTRACTORS

Covenant Contractors  
10522 Jones Road  
Berlin, MD 21811  
covenant\_contractors@yahoo.com  
410-629-1815

Colossal Contractors  
Attn: Kim Crawford  
4601 Sandy Spring Road  
Burtonsville, MD 20866  
301-476-9060  
info@colossalcontractors.com

Curtis Mercer Remodeling, Inc.  
9937 Hotel Road  
Bishopville, MD 21813  
410-352-5379  
410-430-3446 cell  
410-352-5920 fax  
cmremodelinginc@hotmail.com

Eastern Shore Construction  
David Barone  
27320 Cash Corner Road  
Crisfield, MD 21817  
easternshoreconstructioninc@gmail.com  
410-713-5763 cell  
410-341-7400 office  
410-341-7401 fax

Hebreux St. Fleur- MBE  
P.O. Box 4501  
Salisbury, MD 21803  
hebrewqualityinsulation@gmail.com  
410-860-1613

Andy Argetakis  
J.A. Argetakis Contracting Co., Inc.  
3723 Eastern Avenue, Baltimore, MD  
21224  
[jcatanzaro.jargetakis@verizon.net](mailto:jcatanzaro.jargetakis@verizon.net)  
P:410-633-8016/F:410-633-6010

J & G Maintenance & Repair  
10446 Dinges Road  
Berlin, MD 21811  
jwbunt@comcast.net  
Cell 410-726-1611  
Fax 410-641-0776

Mallard Home Improvements  
P.O. Box 28  
Quantico, MD 21856  
mallardconst@yahoo.com  
410-572-2727

Medli Home Improvement  
1806 Jersey Road  
Salisbury, MD 21801  
medlihome@comcast.net  
302-841-2899

The Myers Group  
1147 S. Salisbury Blvd #8-140  
Salisbury, MD 21801  
443-366-9222  
Fax: 410-572-6081 left message  
themyersgroupllc@aol.com

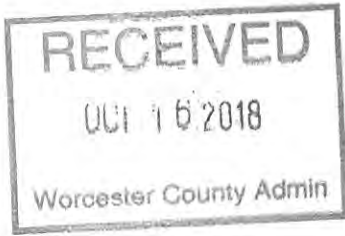
Carroll Odom  
631 Naylor Mill Rd.  
Salisbury, MD 21801  
Phone: 410-546-4218

Poseidon Plumbing & Home Services  
12637 Sunset Avenue #1  
Ocean City, MD 21842  
410-251-1096  
matts@poseidonthomeservices.com

Peoples Contracting Co., Inc.  
76 Clubhouse Drive  
Berlin, MD 21811

Shoreman Construction  
William Hearn  
606 E. Pine St.  
Delmar, MD 21875  
shoremanconstruction@gmail.com  
Phone: 410-896-3200  
Fax: Same

Three Guys Construction  
Stephen Frey  
8660 Lake Somerset Rd.  
Westover, MD 21871  
sgfrey@yahoo.com  
Phone: 410-430-1109  
Mobile:  
Fax: 410-957-2868



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

## Worcester County

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


[www.co.worcester.md.us/drp/drpindex.htm](http://www.co.worcester.md.us/drp/drpindex.htm)

5

ZONING DIVISION  
BUILDING DIVISION  
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

# Memorandum

**To:** Worcester County Commissioners  
**CC:** File  
**From:** Jo Ellen Bynum   
**Date:** 10/16/2018  
**Re:** Housing Rehabilitation Program Bid Package- White Horse Drive

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Attached for your review is a bid package for a single family, owner occupied housing rehabilitation project located in the White Horse Drive, Berlin area of the County. The project is proposed to be funded through the County's current CDBG housing rehabilitation grant, MD-18-CD-21. At this time, I am requesting the Commissioners review and approve the project to be placed out for the County's competitive bidding process.

**NOTICE TO HOME IMPROVEMENT CONTRACTORS  
INVITATION TO BID  
Housing Rehabilitation  
Worcester County, Maryland**

The Worcester County Commissioners are currently accepting bids for rehabilitation work to be performed on 2 single family homes located in the Berlin of the County. Bid specification packages and bid forms are available to licensed Maryland Home Improvement Contractors and may be picked up from the Office of the County Commissioners, Room 1103, One West Market Street, Snow Hill, Maryland 21863 or by calling the Commissioners Office at 410-632-1194 to request a package by mail. Packages are also available on the Worcester County Government website at [www.co.worcester.md.us](http://www.co.worcester.md.us) on the Commissioners Department tab under "Bid Board".

This project is proposed to be funded by the Community Development Block Grant Program and is thus subject to all applicable Equal Opportunity and Civil Rights guidelines. Sealed bids will be accepted until **1:00 p.m. on Monday, November 12, 2018** in the Office of the County Commissioners at the above address at which time they will be opened and publicly read aloud. Envelopes shall be marked **"Housing Rehabilitation Bid – November 12, 2018"** in the lower left-hand corner. Bids shall be reviewed by the staff and awarded by the County Commissioners at a future meeting. **In awarding the bid, the Commissioners reserve the right to reject any or all bids, waive formalities, informalities, and technicalities therein and to take whatever bid they determine to be in the best interest of the County considering lowest or best bids, quality of work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts or any other factors they deem appropriate.**

All inquiries regarding the bid specifications shall be directed to the Program Inspector, Dave Walter, at 410-213-2021. All other inquiries shall be directed to Jo Ellen Bynum, Housing Program Administrator, at 410-632-1200, ext. 1171.

## **WORCESTER COUNTY HOUSING REHABILITATION PROGRAM**

### **GENERAL SPECIFICATIONS**

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the homes to be rehabilitated are attached. Bids will be accepted until 1:00 p.m. on Monday, November 12, 2018 at the Worcester County Commissioners Office, Room 1103, One West Market Street, Snow Hill, Maryland 21863 at which time they will be opened and read aloud. General telephone inquiries may be directed to the County's Housing Consultant, Jo Ellen Bynum, at 410-632-1200, ext. 1171. Questions of a technical nature may be directed to the Program Inspector, Dave Walter, at 410-213-2021. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked "Housing Rehabilitation Bid – November 12, 2018". Each bid must be signed and dated.

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

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

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

## **Bid Submission Checklist**

- Contractor Qualification Form
- Contractor Conflict of Interest Disclosure Form
- Bid Form- on your company letterhead using Worcester format
- Scope of Work with Line Item Breakdown- all lines completed and total price
- Signed Bid Submission Checklist

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Signature

Date

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



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

Contractor \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_

Federal I.D. or S.S. # \_\_\_\_\_

Insurance Company, Agent, & Coverages: \_\_\_\_\_  
\_\_\_\_\_

List of Company Officers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List of Licenses Currently Held:

\_\_\_\_\_ MHIC Number \_\_\_\_\_ Exp. Date

\_\_\_\_\_ MBR Number \_\_\_\_\_ Exp. Date

\_\_\_\_\_ MDE Lead Cert. \_\_\_\_\_ Exp. Date

\_\_\_\_\_ EPA Lead Cert. \_\_\_\_\_ Exp. Date

Trade References (2)

\_\_\_\_\_ Name \_\_\_\_\_ Phone

\_\_\_\_\_ Name \_\_\_\_\_ Phone

Client References (2)

\_\_\_\_\_ Name \_\_\_\_\_ Phone

\_\_\_\_\_ Name \_\_\_\_\_ Phone

Is contractor in a State of Bankruptcy? \_\_\_\_\_ Yes \_\_\_\_\_ No

Is contractor on HUD's debarred list? \_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_ Minority Business Enterprise

\_\_\_\_\_ Women's Business Enterprise

\_\_\_\_\_ Disadvantaged Business Enterprise

\_\_\_\_\_ Section 3 Employer

### Contractor Conflict of Interest Disclosure

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

1. Are owner(s)/principal(s) ever been an employee, agent, consultant, officer, elected official or appointed official of \_\_\_\_\_?  Yes  No  
If yes, please identify: \_\_\_\_\_
  
2. Are owner(s)/principal(s) related (including through marriage or domestic partnership) to an employee, agent, consultant, officer, elected or appointed official of \_\_\_\_\_?  Yes  No If yes, please identify: \_\_\_\_\_
  
3. Do owner(s)/principal(s) have a business or professional relationship with anyone identified under Question #1?  Yes  No  
If yes, please identify: \_\_\_\_\_

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

Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: \_\_\_\_\_ (Print)

Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: \_\_\_\_\_ (Print)

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

**For Grantee Use Only:**

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

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

PROPERTY OF: **Laura Ziencik**  
ADDRESS: **11 White Horse Drive**  
**Berlin, MD 21811**  
TELEPHONE:

TOTAL QUOTE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
NO QUOTATIONS AFTER: 11/12/18

PART ONE: GENERAL CONDITIONS  
PART TWO: SCOPE OF WORK

PART ONE – GENERAL CONDITIONS

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

- required for substitutions or additions to the original scope of work not involving additional costs.
- 8) The Contractor shall obtain and pay for all building, plumbing, electrical, well, septic and other permits required for specified work.
  - 9) The Contractor shall call for all inspections required by County law as well as inspections to receive draw payments and any special inspections required by the Program Inspector. All work shall conform to code.
  - 10) All of the above general conditions shall be adhered to unless otherwise specifically described in the following scope of work.

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

**BID FORM**

**\*must be signed to be valid**

**Property of Laura Ziencik  
11 White Horse Drive  
Berlin, MD 21811**

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

Total Quote : \$ \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number(s)

\_\_\_\_\_  
MHIC License #      Expiration Date

**LAURA ZIENCIK  
11 WHITEHORSE DRIVE  
OCEAN PINES, MD 21811  
443-235-6017**

**09-25-2018**

### SCOPE OF WORK

A: Remove all roof shingles, felt paper, flashings, drip edge, any water damaged roof sheathing, and guttering. Replace any water damaged roof sheathing with like size plywood sheathing. Install new peel and stick roof underlayment. Install new white, wide aluminum drip edge, as well as new ice and water shield at all valleys and eaves. Install new plumbing vent boots, aluminum wall and step flashing as necessary. Install new thirty year architectural shingles and hip and ridge shingles as necessary. Install new roof ridge venting. Remove old unused gas water heater exhaust pipe at rear of roof, and cover opening with like size roof sheathing. Install new white continuous aluminum gutters and downspouts. Downspouts are to have extensions and splash blocks. Clean up and haul away all construction related debris including fallen and dropped nails.

PRICE: \_\_\_\_\_

B: Remove existing master bathroom fiberglass tub/shower unit. Install new three piece fiberglass tub/shower unit with new builder grade faucet and shower head with diverter assembly. Remove hall bathroom tub/shower faucet and assembly and replace with new builder grade. Replace kitchen refrigerator water supply valve and line. Make necessary connections, and repair any water damaged drywall. Replace range rear right burner. Replace all existing smoke detectors with new mandated 10 year battery life units per County code.

PRICE: \_\_\_\_\_

C: Make all repairs as necessary to interior wall and ceiling drywall due to water entry and or settlement. Paint all wall and ceiling areas where drywall repairs have been made, including the master bathroom. Painting to be two (2) coats Sherwin Williams or equal. Color to match existing as well as possible. Prep and paint front door interior and exterior, color to match existing as close as possible. Remove all interior carpet. Install builder grade laminate with necessary floor trim.

PRICE: \_\_\_\_\_

D: Have garage overhead door adjusted and lubricated for proper operation. Remove existing rear sliding glass door screen door and install new. Replace rear screen porch wooden screen door and replace any damaged screen porch wall screening. Seal all penetration openings in garage walls and ceilings as required for fire proofing. Replace three (3) exterior front light fixtures at front porch and garage with builder grade fixtures. All fixtures are to be same style, with energy efficient LED bulbs.

PRICE: \_\_\_\_\_

**LAURA ZIENCIK  
11 WHITEHORSE DRIVE  
OCEAN PINES, MD 21811  
443-235-6017**

**09-25-2018**

TOTAL PRICE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBERS: OFFICE: \_\_\_\_\_ CELL: \_\_\_\_\_

MHIC#: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

DATE OF PROPOSAL: \_\_\_\_\_

I have reviewed and hereby approve the specifications as written above.

*Laura Ziencik* 10-15-18  
\_\_\_\_\_  
Owner Date

REHABILITATION GUIDELINES FOR WORCESTER COUNTY,  
MARYLAND

**INTRODUCTION**

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

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

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

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

The Civil Rights Act of 1964

Executive Order 11246 concerning Equal Employment Opportunity

Standards of Conduct for the CDBG recipients – Conflict of Interest

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

Standard of Equal Opportunity Construction Contract Specifications

Certification of Non-Segregated Facilities for Contracts over \$10,000

Title VI of Civil Rights Act of 1964

Section 109 of Housing & Community Development Act of 1974

Section 3 Compliance

Age Discrimination Act of 1975

Section 504 Affirmative Action for Handicapped Lead Based Paint Hazards

Access to/Maintenance of Records

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

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



SECTION I – ELIGIBILITY

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

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

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

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

## II. APPLICATION PROCEDURES

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

## III. SELECTION

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

#### IV. STRUCTURE OF FINANCIAL ASSISTANCE

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

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

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

For five year liens:

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

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

For ten year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	90% grant repayment
Sale in the third year	80% grant repayment
Sale in the fourth year	70% grant repayment
Sale in the fifth year	60% grant repayment
Sale in the sixth year	50% grant repayment
Sale in the seventh year	40% grant repayment
Sale in the eighth year	30% grant repayment
Sale in the ninth year	20% grant repayment
Sale in the tenth year	10% grant repayment

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

For fifteen year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	93% grant repayment
Sale in the third year	87% grant repayment
Sale in the fourth year	80% grant repayment
Sale in the fifth year	73% grant repayment
Sale in the sixth year	67% grant repayment
Sale in the seventh year	60% grant repayment
Sale in the eighth year	53% grant repayment
Sale in the ninth year	47% grant repayment
Sale in the tenth year	40% grant repayment
Sale in the eleventh year	33% grant repayment
Sale in the twelfth year	27% grant repayment
Sale in the thirteenth year	20% grant repayment
Sale in the fourteenth year	13% grant repayment

Sale in the fifteenth year                      7% grant repayment  
The grant mortgage will be released after the fifteenth year and no repayment is required thereafter.

## V. REHABILITATION ACTIVITIES

1. Work to be performed will be determined through an inspection by the Rehabilitation Specialist/Inspector. The homeowner will be encouraged to participate in this process. The Rehabilitation Specialist will prepare a detailed work write-up which will be utilized for solicitation of bids to perform the work. Work on these homes which require septic systems, wells and the installation of bathrooms will be reviewed by the Worcester County Division of Environmental Programs prior to be sent to bid. Requirements of the Division of Environmental Programs will be incorporated into the work write-up.
  
2. The following are considered eligible repairs under the program when such repairs are necessary to bring the property into conformance with the County's Livability Code:
  - Improvements to the existing physical structure such as painting and resurfacing of structures or surface elements
  - Roof, wall, floor and ceiling repairs
  - Replacement of appliances such as range, hot water heater, water pump.
  - Replacements of fixtures such as heating, electrical, plumbing
  - Energy conservation/weatherization improvements
  - Alterations necessary to make the dwelling more accessible for handicapped persons
  - Modifications to the physical structure such as the addition of a bathroom, windows, steps, and fire detection equipment.
  
3. The following activities are generally ineligible for rehabilitation assistance:
  - New construction, substantial reconstruction, or the finishing of unfinished space such as attics or basements.
  - Remodeling or cosmetic improvements
  - Renovation of dilapidated outbuildings
  - Appliances not required by code standards
  - Materials, fixtures, equipment or landscaping of type or quality that exceeds that customarily used in Worcester County for properties of the same general type. The County has developed

general specifications which detail the level of materials and workmanship quality.

## VI. CONTRACTING

1. The County will advertise publicly for bids based on the work write-up prepared by the Rehabilitation Specialist. Minority and female owned firms will be encouraged to bid.
2. Contractors must complete a Qualification Form to be considered as an eligible bidder.
3. Bids will be reviewed for accuracy and responsibility and a recommendation for award will be provided to the County Commissioners. Bids will generally be awarded to the lowest bidder. The County Commissioners reserve the right to accept or reject any or all bids.
4. The County may limit the number of contracts to be awarded to one contractor during any one bid solicitation and may negotiate with other bidders for remaining contracts.
5. Following award, the Owner-Contractor Agreement will be executed by the contractor and homeowner. The Program Administrator will then issue a Notice to Proceed.
6. The contractor may request progress payments as often as needed. Payments are made following inspection by the Program Inspector and upon approval by the Program Administrator. The contractor may receive up to 75% of the total contract in this manner; the final 25% will not be paid until satisfactory completion of a final inspection and the achievement of lead clearance on applicable projects. The homeowner, Program Inspector, contractor and Program Administrator are required to sign-off on the final payment request in order for payment to be processed.
7. All work involving well and septic installation will be bid separately and will not require the certification of the Program Inspector. The Administrator will work directly with the Environmental Programs Department for this procurement. E.P. will also perform the inspections.
8. The inspector will obtain the owner's signature on the Certificate of Completion prior to the final payment being made. If there is a dispute, the inspector and Program Administrator will make the determination and document the reasons for such.
9. Any homeowner who has problems with the work after its completion, (i.e., leaking pipes) should contact the Program Administrator who will

request the inspector to ascertain the cause of the problem. If the time frame is within the one-year guarantee period, all efforts will be made to encourage the Contractor to correct the problems voluntarily. If this should prove unfeasible, the program will engage the services of another contractor to correct the work, if ample funds are available.

## VII. PERMITTING PROCESS

1. The Housing Administrator will send a copy of the final work write-up to the applicable Permitting Department for a permit review. The Permitting Department will respond with a written memo listing the permits required for the project and the code which is used by the jurisdiction. The Administrator will provide the contractor with a copy of this memo when the Owner-Contractor Agreement is signed.
2. The contractor will contact the property owner to sign the permit and submit the permit to the local Permitting Department along with any required drawings or site plan and all applicable fees .
3. The contractor will notify the Department of Planning, Permits and Inspections and the Housing Administrator of the construction start date.

## VIII. FINAL REHABILITATION DOCUMENTS

1. Once the contract for the work is awarded, the Administrator will prepare the following documents for signature by the homeowner:
  - Owner-Contractor Agreement
  - Lead Paint Notice
  - Grant/Loan Agreement
  - Promissory Note
  - Notice of Right of Rescission
  - FHEO Self Identification Form

In addition, a copy of the work write-up will be included in this mailing.

2. When the documents are returned to the Administrator, he or she will obtain the signature of the contractor on the Owner-Contractor Agreement. Once this is done, the Contractor will be given a Notice to Proceed.
3. The Grant/Loan Agreement will be recorded in the Office of the Clerk of Court.
4. Copies of the promissory note and Grant/Loan Agreement will be provided to the County Treasurer's Office upon signing and recordation.

**BID AND CONTRACT PROCEDURES  
WORCESTER COUNTY HOUSING REHABILITATION PROGRAM**

It shall be the policy of the Worcester County Rehabilitation Program to maximize participation by minority contractors. The Program Administrator shall consult all available resources for names of minority contractors.

The procedures contained herein apply only to work funded in whole or in part with County CDBG funds. Other agencies which supplement the CDBG funds have the option of using their own procedures.

**CONTRACTOR QUALIFICATION**

1. An advertisement soliciting interested rehabilitation contractors shall be placed in local newspapers by the Worcester County Housing Rehabilitation Program on behalf of the property owner. This ad will contain the information necessary to request a bid package and the date that bids are due.
2. Bid packages will be mailed to those contractors requesting them.
3. Bid packages will be mailed to those contractors known to be active in the area. The following will be required of contractors:
  - a. Adequate liability insurance (\$100,000/\$300,000 for personal injury and \$100,000 for property damage), listing agent's name, amount, expiration date and name of insurer.
  - b. Name of the company bank
  - c. The names of the usual subcontractors
  - d. The names and addresses of at least two (2) recent residential rehabilitation or remodeling customers
  - e. A list of all principal officers of the company
  - f. Number and date of the Maryland Home Improvement License
4. Contractors meeting the qualifications above will be deemed acceptable and will be allowed to bid on the rehabilitation projects. This privilege is contingent on the fact that no contractor is on HUD's debarred list, has filed bankruptcy or is otherwise deemed ineligible. The Housing Specialist/Inspector and the Housing Rehabilitation Program Administrator and award of the bid by the County Commissioners shall make final selection of the contractor after an evaluation of the bid. The name of contractors who do not perform satisfactorily will be submitted to the County Commissioners with a recommendation that they not be allowed to bid on future projects.



5. Contractors will return completed and sealed bid packages to the Budget Officer no later than the date established in the advertisement. No bids will be accepted after this deadline. Faxed bids are not acceptable.
6. No items are to be omitted. All bids are to be totaled on the first page of the work write-up and signed by the contractor on the last page. Any bid which contains omitted items will be disqualified.
7. The jobs are to be bid on an individual basis, group bidding is not allowed.
8. Any questions concerning the substance of the work write-up should be clarified before the bid is submitted. No change orders may be made without the approval of the Worcester County Housing Rehabilitation Program Administrator. The submitting of bids shall be taken as a contractor's acknowledgement of the adequacy of the scope of work unless the bid is accompanied by a statement expressing the contractor's questions or concerns.
9. Bids will be reviewed by the Housing Specialist/Inspector and the Program Administrator. All bids will be opened publicly and read aloud at a specified time.
10. The contract for approved applications will be awarded consistent with the County's purchasing policy. Generally this will be the low bidder provided that he or she has met all eligibility criteria, and that the bid covers all items on the work write-up and that the bid appears to be feasible and responsive. The County Commissioners will award the contract at a regular meeting. It is the general policy of the program to use general contractors. However, there may be instances where work to only one trade is to be done. In these cases, the Administrator may solicit the appropriate subcontractor. All well and septic work will be bid separately.  
WORCESTER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

#### CONTRACT PROCEDURES

1. A contract for construction work financed by a rehabilitation grant or loan shall be undertaken between the contractor and the property owner. The County will not be a party to such a contract, but will act on the recipient's behalf in bidding, contract award and inspections of work completed.
2. The form of the contract shall be as follows: a single document, containing the general conditions and specifications for the work performed. The bid form is included in the contract by reference.
3. General contract provisions shall be required in all rehabilitation construction contracts, including:

- A provision that a written “Proceed to Work” order within a “to be determined” number of days is issued
  - A provision that the Contractor will be paid the contract price according to a payment schedule specified within the contract when work is satisfactorily completed. Payment will be made as soon as possible after receipt of the contractor’s invoice and for final payments receipt of release of liens by the contractors, suppliers and laborers involved.
4. The Contractor shall be required to follow the following provisions:
- Comply with all County inspection requirements
  - Perform all work in accordance with applicable standards and requirements, whether or not covered by the work specifications.

#### OWNER/CONTRACTOR DISPUTES

If a dispute between the homeowner and contractor concerning workmanship, quality of materials, or scope of work occurs, the Program Inspector will meet with both parties to discuss their concerns. The Program Inspector will advise the homeowner and contractor, in writing, of the recommended resolution. If both parties are not satisfied with the recommended resolution, they may respond in writing to the Program Administrator within 10 days of the date of the notice from the Inspector. The Program Administrator will meet with the homeowner, contractor and inspector at the property, listen to the concerns of all parties and evaluate the disputed work. The Program Administrator will respond in writing within 10 days of the meeting. If the homeowner or contractor do not accept the final resolution of the Program, the dispute will be referred for independent arbitration as provided for in the terms of the Worcester County Housing Rehabilitation Owner-Contractor Agreement.

#### CHANGE ORDERS

It is the policy of the Worcester County Housing Rehabilitation Program to carefully evaluate change orders. Every effort will be made to ensure that the work write-ups are complete and accurate representations of the work to be done in accordance with program guidelines. We require contractors to clarify any questions regarding the work write-up prior to the submission of a bid.

For other items on which change orders may be required, the following procedures will apply, regardless of whether the request for a change is initiated by the contractor or a homeowner:

1. The contractor is required to telephone both the Program Administrator and the Project Inspector with a verbal explanation of the situation.

2. The Project Inspector will visit the job site to render an opinion on the need for the change. If the Project Inspector recommends denial of the change order, this decision shall be final.
3. If the Project Inspector finds that the request is justified, he will so inform the Program Administrator who will render the final judgment. The Inspector will also give his opinion as to the reasonable cost of the proposed change.
4. Change orders which would bring the total grant amount above the maximum are not permitted. In cases of this nature, every attempt will be made to substitute a change for an originally approved item which is of lesser importance or to seek funds from other programs.
5. The Program Administrator will require the contractor to fill out and sign a change order form prior to permitting work to proceed.

#### RECRUITMENT OF MINORITY, SMALL, AND FEMALE CONTRACTORS

It is the policy of the County to attempt to recruit and assist small, female and minority contractors. Solicitations for bids will be placed in local newspapers. Additionally, the Administrator will attempt to locate such contractors and place them on the builder's list. He/she will consult such sources as the Maryland Department of Transportation Business Directory, the Lower Shore Contractors Association (a minority association), Shore-Up!, and O.U.R. Community, as well as any other group known to have knowledge of minority, small and female contractors.

## REHABILITATION

AIM Services, Inc.  
Attn: Steve Coady  
2314 Allen Drive  
Salisbury, MD 21801  
scoady@aimservicesinc.com  
443-859-8009

Allstate Renovation & New Homes, Inc.  
Leo Kuneman  
PO. Box 303  
Trappe, MD 21673  
allstaterenovation@yahoo.com  
443-880-2257

Apex Construction  
Attn: Mike Meade  
12650 Sunset Avenue, Suite 7  
Ocean City, MD 21842  
m.meadeestimator@gmail.com  
jjfranzetti@gmail.com

Barmar Construction, LLC  
714 Hills Point Road  
Cambridge, MD 21613  
410-901-2304  
barmarconstruct@aol.com

Robert Brooks MBE 8/10/18  
Apostle Expert Exteriors  
P.O. Box 485  
Salisbury, MD 21803  
410-548-1392, ext. 107  
rbrooks.apostlecon@gmail.com

C.A.R.E. Property Services, Inc.  
Attn: Jordan Lehr  
1235 Abbottstown Pike  
Hanover, PA 17331 (has office in OC  
too) 717-437-1649  
jlehr@callcarefirst.com

## CONTRACTORS

Covenant Contractors  
10522 Jones Road  
Berlin, MD 21811  
covenant\_contractors@yahoo.com  
410-629-1815

Colossal Contractors  
Attn: Kim Crawford  
4601 Sandy Spring Road  
Burtonsville, MD 20866  
301-476-9060  
info@colossalcontractors.com

Curtis Mercer Remodeling, Inc.  
9937 Hotel Road  
Bishopville, MD 21813  
410-352-5379  
410-430-3446 cell  
410-352-5920 fax  
cmremodelinginc@hotmail.com

Eastern Shore Construction  
David Barone  
27320 Cash Corner Road  
Crisfield, MD 21817  
easternshoreconstructioninc@gmail.com  
410-713-5763 cell  
410-341-7400 office  
410-341-7401 fax

Hebreux St. Fleur- MBE  
P.O. Box 4501  
Salisbury, MD 21803  
hebrewqualityinsulation@gmail.com  
410-860-1613

Andy Argetakis  
J.A. Argetakis Contracting Co., Inc.  
3723 Eastern Avenue, Baltimore, MD  
21224  
[jcatanzaro.jaargetakis@verizon.net](mailto:jcatanzaro.jaargetakis@verizon.net)  
P:410-633-8016/F:410-633-6010

J & G Maintenance & Repair  
10446 Dinges Road  
Berlin, MD 21811  
jwbunt@comcast.net  
Cell 410-726-1611  
Fax 410-641-0776

Mallard Home Improvements  
P.O. Box 28  
Quantico, MD 21856  
mallardconst@yahoo.com  
410-572-2727

Medli Home Improvement  
1806 Jersey Road  
Salisbury, MD 21801  
medlihome@comcast.net  
302-841-2899

The Myers Group  
1147 S. Salisbury Blvd #8-140  
Salisbury, MD 21801  
443-366-9222  
Fax: 410-572-6081 left message  
themyersgroupllc@aol.com

Carroll Odom  
631 Naylor Mill Rd.  
Salisbury, MD 21801  
Phone: 410-546-4218

Poseidon Plumbing & Home Services  
12637 Sunset Avenue #1  
Ocean City, MD 21842  
410-251-1096  
matts@poseidonhomeservices.com

Peeples Contracting Co., Inc.  
76 Clubhouse Drive  
Berlin, MD 21811

Shoreman Construction  
William Hearn  
606 E. Pine St.  
Delmar, MD 21875  
shoremanconstruction@gmail.com  
Phone: 410-896-3200  
Fax: Same

Three Guys Construction  
Stephen Frey  
8660 Lake Somerset Rd.  
Westover, MD 21871  
sgfrey@yahoo.com  
Phone: 410-430-1109  
Mobile:  
Fax: 410-957-2868

KATHRYN GORDON  
Deputy Director  
[kgordon@co.worcester.md.us](mailto:kgordon@co.worcester.md.us)

100 Pearl Street Suite B  
Snow Hill, Maryland 21863  
Phone: 410-632-3112  
Fax: 410-632-5631


6



DEPARTMENT OF  
ECONOMIC DEVELOPMENT

## Worcester County

**TO:** Worcester County Commissioners  
Harold Higgins, Chief Administrative Officer

**FROM:** Kathryn Gordon, Deputy Director of Economic Development   
Fawn Mete, STEM Summer Program Administrator

**DATE:** October 5, 2018

**RE:** Worcester County Economic Development 2019 STEM Summer Program

.....

Attached is an updated copy of this year's program proposal and associated budget as well as the Independent Contractor's Agreement for Fawn Mete of Sinepuxent Group LLC, Administrator of the program. Since 2013, each year between 40 and 60 students are selected to participate in the program. With the approved budget increase of \$100,000 and the additional funding from Tri County Council/Rural Maryland Development Fund of \$10,000, we plan to strengthen NASA Wallops Flight Facility partnership, increase the number of students served, and focus recruitment on college interns approaching graduation.

I respectfully request Commissioner approval of the 2019 Independent Contractor's Agreement and the associated budget. I appreciate your continued support of this invaluable community program.

## 2019 WCED STEM Program Proposal

Total Budget of \$110,000 represents an increase of \$23,000 for program year 2019.

### **Priorities:**

- Strengthen NASA Wallops Flight Facility partnership
- Increase total number of students served
- Focus recruitment on university interns approaching graduation (junior and senior level)

### **Strategies:**

- Double number of Worcester County sponsored NASA interns from 2 interns to 4 interns. Each NASA intern sponsorship costs \$6,000, so this represents an increase from \$12,000 to \$24,000 for this line item in the 2019 budget.
- Create a Level II camp to serve the needs of highly motivated returning campers and to go more in-depth with engineering, robotics, and aviation instruction by changing camp model from 1 two-week camp to 2 one-week camps. This increases the total number of student slots from 21 in 2018 to 36 in 2019, representing a 41% increase in the number of students served without significantly increasing the overhead costs for the camp.
- Move intern recruitment and application timeline from February-March to December-March in order to attract highly qualified interns and be able to make contact with the target population of university students during winter break between fall and spring semester.
- Work more closely with NASA-WFF and Northrop Grumman to share information on prospective candidates who:
  1. Are close to completing university studies in critical engineering areas
  2. Have demonstrated interest in remaining in the region long-term (retention of entry level STEM employees is concern for some employers given that urban areas offer more career opportunities for specialized training)
- Work directly with Career Services departments at SU, UMES, UMCP, and UMBC to recruit local students for internships.
- Produce short promotional video featuring employers and alums to be used on website and social media.
- Use Constant Contact to improve email recruitment.

### **Budget Notes:**

- Increase in NASA-WFF intern sponsorships (\$12,000)
- Addition of Marketing category to support recruitment (\$1800)
- Additional cost associated with transportation due to sale of the Midway Toyota dealership (\$3000)\*
- Increase in program manager hours from 477 to 500 (\$1725)
- Increase in camp staffing, curriculum and instruction (\$2600)
- Increase in fuel expense from \$200 to \$300 (\$100)

Category Increase	\$21,225
Overhead	\$1,775
Total Funding Increase	\$23,000

\*Should a new transportation agreement be worked out to provide donated vehicles, the funds can be reassigned to support more internships.

**2019 Proposed STEP UP and Reach for the Stars STEM Program Budget- \$100K Worcester County  
+\$10K from Tri County Council/Rural Maryland Development Fund**

					Proposed
Staff Costs		Quantity	Rate	Time Unit	Total
	Curriculum and Instruction Specialists	1	\$125.00	80 hours	\$10,000.00
	Program Manager- F. Mete	1	\$75.00	500 hours	\$37,500.00
	Transportation - Drivers	3	\$80.00	8 days	\$1,920.00
	Camp Counselors	2	\$1,725.00	1 weeks	\$3,200.00
	<b>Total Staff Costs</b>				<b>\$52,620.00</b>
<b>Materials</b>					
	Hardware Upgrades	0	\$0.00	EA	\$0.00
	Software and Licensing	0	\$0.00	EA	\$250.00
	Design & Print (Color Brochures, Flyers, Copies)	1		EA	\$600.00
	Marketing/Promotion	0	\$0.00	EA	\$1,800.00
	T-Shirts	30	\$16.00	EA	\$480.00
	Recognition Ceremony Materials	1	\$100.00	EA	\$100.00
	Office Supplies	1	\$300.00	EA	\$300.00
	First Aid Supplies	1	\$50.00	EA	\$50.00
	Camp Water/Snacks				\$200.00
	Aerospace Engineering and Digital Technology camp supplies	1		EA	\$0.00
	Intern Professional Development Materials	1	\$200.00	EA	\$200.00
	<b>Total Materials</b>				<b>\$3,980.00</b>
<b>Facilities and Travel</b>					
	Transportation - Vehicles	3	\$500.00	2 weeks	\$3,000.00
	Guest Speaker Mileage	1	\$100.00	1 person	\$100.00
	High Ropes Challenge Field Trip	1	\$700.00	1 day	\$700.00
	Camp Field Trip Admission	20	\$10.00	1 pass	\$200.00
	Ocean Pines Aquatics (Submersible Robotics)				\$200.00
	Fuel for camp vans	1	\$300.00	2 weeks	\$300.00
	Facilities Rental and Camp Administrative Support (usage, utilities, administrative support, additional insurance, director on site, camp payroll, copying)	1	\$500.00	8 days	\$4,000.00
	Insurance	1	\$50.00	8 weeks	\$500.00
	<b>Total Facilities and Travel</b>				<b>\$9,000.00</b>
<b>NASA-WFF</b>					
	Undergraduate Internship Full Stipends	4	\$6,000	1 stipend	\$24,000.00
	<b>Total</b>				<b>\$24,000.00</b>
<b>Student Stipends</b>					
	High School and College STEM Intern Stipends	12	\$11.00	100 hours	\$13,200.00
	Worcester STEM Leadership Cohort and Supplemental Stipends to Orbital ATK/NASA-WFF STEP UP Interns funded through outside sources	20	\$250	1 stipend	\$5,000.00
	<b>Total STEP UP/WSLC Program</b>				<b>\$18,200.00</b>
<b>Total Estimated Cost</b>					<b>\$107,800.00</b>
<b>Overhead</b>					<b>\$2,200.00</b>
<b>Total Proposed Budget</b>					<b>\$110,000.00</b>
<b>Total Requested County Funding</b>					<b>\$100,000.00</b>
<b>Tri-County Council Funding</b>					<b>\$10,000.00</b>
<b>Over / (Under)</b>					<b>\$0.00</b>



Last year's Contract  
To Be Updated

Revised March 2, 2016

County Commissioners of Worcester County, Maryland  
**INDEPENDENT CONTRACTORS AGREEMENT**  
(For Contracts Under \$250,000.00)

**THIS AGREEMENT**, is made this 18<sup>th</sup> day of December, 2017, by and between the **COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**, of Room 1103, Government Center, One West Market Street, Snow Hill, Maryland 21863-1195, hereinafter called "County" and Fawn Mete of Sinepuxent Group LLC, of 515 Dueling Way, Berlin, MD 21811, hereinafter called "Contractor."

1. **Services.** The County hereby contracts with Contractor to perform the following services as an Independent Contractor for the County:
  - Provide a Science, Technology, Engineering and Mathematics (STEM) oriented day camp for 20 students from July 17 through July 27, 2018 hosted at The Red Doors Community Center at St. Paul's By the Sea, a non-profit community center located at 302 N. Baltimore Avenue, Ocean City, Maryland.
  - Provide up to 30 high school and university students that are residents in Worcester County the opportunity to explore a STEM related career via a six week paid summer internship, or a paid leadership development program, co-sponsored by Worcester County and local business partners. The internship program runs from June 1 to July 26, 2018 and the leadership development program runs from June 25 to July 26, 2018.
  - Provide a valuable economic investment in Worcester County by engaging student interns in a series of professional development activities and mentoring services to pique interest in local STEM career opportunities while fostering the personal, professional and social skills essential to their success in the 21<sup>st</sup> century workforce.
  - Support local business initiatives in the science, technology, engineering and mathematics sectors of Worcester County's economy by sponsoring motivated

students for subsidized employment positions.

- Contractor will subcontract to individuals to work as camp staff on an independent contractor basis. Interns are not employees or subcontractors of the County or the Contractor, they are employees of the business at which they are interning.

2. **Terms of Agreement.** This Agreement shall commence upon signing. Contractor services shall be completed no later than August 30, 2018.
3. **Payment.** Contractor shall be paid periodically upon written invoices for completed work submitted and approved by the County. Total amount of the contract will not exceed \$77,000 (seventy-seven thousand and 00/100 dollars). Contractor shall be paid \$75/hour and work on the project for a total of 440 hours. County shall not be required to pay for incomplete work. At the time of any payment or upon request, Contractor shall provide complete and proper lien releases, in such form as County may require, from all entities or persons having any right to claim a lien on account of the work.
4. **Performance by Contractor.** Contractor shall expeditiously proceed with Contractor's services hereunder and shall devote such time as may be necessary to complete them within the time provided. Contractor shall perform this contract promptly, properly, completely, in accordance with all codes, in a workmanlike manner and in accordance with industry standards and all plans and specifications. Contractor pledges any and all payments paid or due hereunder for the faithful performance hereof.
5. **County will Provide:** County will provide the following services, materials, space or support as follows:
  - linkage to employers willing to undertake internships.
  - linkages to transportation options for the program.
  - 21 notebook computers and 1 mobile lab cart with charging capability, computers and mobile lab cart will remain the property of Worcester County throughout the

program and beyond.

6. **Termination for Cause.** County may terminate this Agreement for any cause upon notice to Contractor. For the purposes hereof, "Cause" shall include, but not be limited to:
- A. Material breach of Contract
  - B. Dishonesty, Fraud or Criminal Activity
  - C. Incapability to perform
  - D. Nonperformance
  - E. Substandard performance
  - F. Termination of any grant to the County which provides funding for this Contract.

In the event of termination, Contractor shall be entitled to be paid for work performed to date of termination, subject to the limitations herein set forth.

7. **Contract Official.** Contractor shall report directly to, and receive instructions as necessary from Meredith Mears, Director of Economic Development, who shall be the County Contract Official. Final decisions with respect to the Contract on behalf of the County will be made by the Worcester County Commissioners.
8. **Confidential Information - Reports.** Contractor agrees that information received by Contractor during the administration of the Contract may be considered confidential and upon notice agrees to keep such information confidential. Any report by Contractor shall be the sole and exclusive property of the County and may not be released to any other person or entity without the express written permission of the County.
9. **Employment of Others - Subcontractors.** Any Subcontractors of the Contractor shall be first approved in writing by the County prior to engagement. County may, from time to time, provide other employees to assist Contractor with performance of

Contractor services or to perform related services required of Contractor hereunder.

This Contract is not assignable and will be performed personally by Contractor as set forth in Contractor's proposal.

10. **Inducement.** Contractor has represented to County that Contractor is fully qualified to perform the services hereunder in a professional, state of the art manner to the highest standards within the parameters of this Contract and specifically that the services required of Contractor hereunder may be accomplished under this Contract for the compensation stated herein. Nothing herein shall require County to pay any overage or additional payment; the Contract price herein stated being firm. Any limitation on County's liability hereunder, shall not be a limitation on services required of the Contractor.
11. **Independent Contractor.** The parties hereto do hereby agree that Contractor is an independent contractor in its performance of its obligations hereunder. Accordingly, Contractor shall be responsible for the payment of all taxes including, without limitation, Federal, State and Local taxes, State Income Tax, Social Security Tax, Unemployment Insurance Tax and all other taxes or business license fees as required arising out of Contractor's performance hereof. Contractor specifically agrees that to the extent required by law, Contractor shall carry Workers' Compensation Insurance in statutory required amounts and Liability Insurance unless waived in writing by County and agrees to provide County with copies of policies as requested. The Contractor agrees to indemnify and hold harmless County with respect to all the Contractor's activities hereunder including, without limitation, claims for negligence or malfeasance against Contractor and as well as Workers' Compensation claims. If this contract is for professional services, contractor shall provide a minimum of \$1,000,000.00 (one million and 00/100 dollars) Errors and Omissions Insurance. At the option of the County, the Contractor may be required to add the County as an additional insured to any insurance that is required hereunder.
12. **Illegality of Performance.** If for any reason this Agreement or its execution by

County Commissioners is determined to be illegal, ultra-vires or not in accordance with the law by County Commissioners, then County Commissioners may in their sole discretion and in good faith, declare it null and void.

13. **Immunity/limitation on Actions Against County Commissioners.** Nothing herein or any related agreement or any amendment hereto shall under any circumstances constitute or be construed as a waiver of immunities or limitations of liability that the County Commissioners, their officers, employees, agents, or servants, may have in by virtue of and in accordance with any law, including sovereign, statutory, qualified, official, common law, public general law or public local law immunity. No action may be brought with respect hereto other than in the appropriate State Court in Worcester County, Maryland. Contractor hereby consents and agrees to such provision and further waives any right to jury trial in any action relating hereto. County Commissioners, as a body politic, has become a party hereto only in the capacity stated herein. No individual elected County Commissioner, contractor, employee, agent, or servant of County shall have any personal liability hereunder. Any indemnity herein or arising out of this Agreement, on the part of the County Commissioners, shall be only to the extent permitted by law and shall be subject to the non-waiver of immunity, limitations of liability and all other provisions of this Agreement. County Commissioners' liability under or arising out of this agreement shall be subject to annual budget appropriation and strictly conditioned thereon. The non-waiver and the limitation of liability to County Commissioners hereunder shall be contractual and it is agreed that such limitation is fair and equitable under the totality of the circumstances hereof. It is further agreed and understood that this provision is of the essence.
14. **Hold Harmless - Indemnification.** The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from

any act or omission committed in the performance of the duties imposed by and performed under the terms of the contract. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.


15. **Insurance.** Contractor shall also provide Motor Vehicle Insurance and General Liability Insurance in amounts and with companies satisfactory to County. At the option of the County, the Contractor may be required to add the County as an additional insured to any insurance that is required hereunder.
16. **Bonds.** Contractor shall provide such bonds as required by the bid specifications. Contractor hereby binds Contractor to pay and satisfy to the extent legally required all suppliers, subcontractors or others having any right to a claim or action under the Maryland Little Miller Act and hereby pledges any amounts paid or due hereunder as payment security to provide for such payments or satisfactions. Contractor shall provide all lien releases required by County. Where lien releases satisfactory to County are not provided, County may withhold payment to Contractor to the extent determined by County to be reasonably necessary to adequately provide for such claim or action.
17. **Delays and Extensions of Time.** The Contractor agrees to prosecute the work continuously and diligently and no changes or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the County may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Contractor as determined by the County.
18. **Equal Opportunity Employer.** The Contractor represents to County that Contractor is an Equal Opportunity Employer.
19. **Notice of Political Contributions.** The Contractor shall comply with the political contribution reporting requirements under Title 14 of the Election Law Article,


Maryland Annotated Code, to which the contractor may be subject.

20. **Notices.** All notices and communications hereunder shall be in writing and shall be deemed given when sent postage prepaid by registered or certified mail, return receipt requested, and, if intended for the County Commissioners, shall be addressed to it, to the attention of its President, at Room 1103, Government Center, One West Market Street, Snow Hill, Maryland 21863-1195, or at such other address of which the County provided, and if intended for the Contractor, shall be addressed to its attention at 515 Dueling Way, Berlin, MD, or at such other address of which the Contractor shall have given notice to the County in the manner herein provided.

ATTEST:

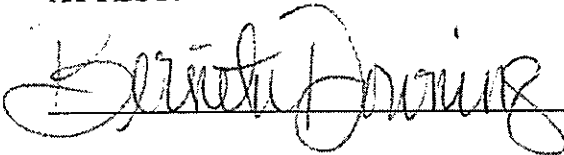
COUNTY COMMISSIONERS OF WORCESTER  
COUNTY, MARYLAND

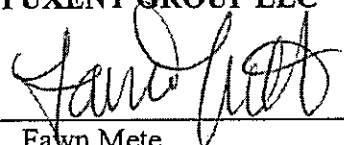
  
\_\_\_\_\_  
Kelly Shannahan  
Assistant Chief Administrative Officer

By:  (SEAL)  
\_\_\_\_\_  
Harold L. Higgins  
Chief Administrative Officer

ATTEST:

SINEPUXENT GROUP LLC

  
\_\_\_\_\_

By:  (SEAL)  
\_\_\_\_\_  
Fawn Mete

**BERNITA GAYNOR DOWNING**  
Notary For The State of Maryland  
Commission Expires 2021

Attachment A

**2018 Proposed STEP UP and Reach for the Stars STEM Program Budget- \$77K Worcester County  
+\$10K from Tri County Council/Rural Maryland Development Fund**

	Quantity	Rate	Time	Unit	Proposed Total
<b>Staff Costs</b>					
Curriculum and Instruction Specialists	1	\$125.00		72 hours	\$9,000.00
Program Manager- F. Mete	1	\$75.00		440 hours	\$33,000.00
Junior Counselor	1	\$125.00		2 weeks	\$250.00
Camp Counselors	1	\$200.00		8 day	\$1,600.00
<b>Total Staff Costs</b>					<b>\$43,850.00</b>
<b>Materials</b>					
Hardware Upgrades	0	\$0.00		EA	\$0.00
Software and Licensing	0	\$0.00		EA	\$250.00
Design & Print (Color Brochures, Flyers, Copies)	1			EA	\$600.00
Website Design	0	\$600.00		EA	\$0.00
Recruiter Coaching TDD					\$600.00
T-Shirts	30	\$16.00		EA	\$480.00
Recognition Ceremony Materials	1	\$100.00		EA	\$100.00
Office Supplies	1	\$300.00		EA	\$300.00
First Aid Supplies	1	\$50.00		EA	\$50.00
Camp Water/Snacks					\$200.00
Aerospace Engineering and Digital Technology camp supplies	1			EA	
Intern Professional Development Materials	1	\$200.00		EA	\$200.00
<b>Total Materials</b>					<b>\$2,780.00</b>
<b>Facilities and Travel</b>					
Transportation - Vehicles (donated)	3	\$0.00		8 days	\$0.00
Guest Speaker Mileage	1	\$100.00			\$100.00
Transportation - Drivers	3	\$80.00		8 days	\$1,920.00
High Ropes Challenge Field Trip	1	\$700.00		1 day	\$700.00
Jolly Roger	20	\$10.00		1 pass	\$200.00
Ocean Pines Aquatics (Submersible Robotics)					\$200.00
Fuel for camp vans	1	\$200.00		2 weeks	\$200.00
Facilities and Administration (usage, utilities, administrative support, additional insurance, director on site, camp payroll, copying)	1	\$500.00		10 days	\$5,000.00
Insurance	1	\$50.00		8 weeks	\$500.00
<b>Total Facilities and Travel</b>					<b>\$8,820.00</b>
<b>NASA-WFF</b>					
Undergraduate Internship Full Stipends	2	\$6,000		1 stipend	\$12,000.00
<b>Total</b>					<b>\$12,000.00</b>
<b>Student Stipends</b>					
High School and College STEM Intern Stipends	12	\$11.00		100 hours	\$13,200.00
Worcester STEM Leadership Cohort and Supplemental Stipends to Orbital ATK/NASA-WFF STEP UP Interns funded through outside sources	20	\$250		1 stipend	\$5,000.00
<b>Total STEP UP/WSLC Program</b>					<b>\$18,200.00</b>
<b>Total Estimated Cost</b>					<b>\$85,650.00</b>
<b>Overhead</b>					<b>\$1,350.00</b>
<b>Total Proposed Budget</b>					<b>\$87,000.00</b>
<b>Total Requested County Funding</b>					<b>\$77,000.00</b>
<b>Tri-County Council Funding</b>					<b>\$10,000.00</b>
<b>Over / (Under)</b>					<b>\$0.00</b>



**County Commissioners of Worcester County, Maryland**  
**INDEPENDENT CONTRACTORS AGREEMENT**  
**(For Contracts Under \$250,000.00)**

**THIS AGREEMENT**, is made this \_\_\_\_ day of \_\_\_\_, 2018, by and between the **COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**, of Room 1103, Government Center, One West Market Street, Snow Hill, Maryland 21863-1195, hereinafter called “County” and Fawn Mete of Sinepuxent Group LLC, of 515 Dueling Way, Berlin MD 21811, hereinafter “Contractor.”

1. **Services.** The County hereby contracts with Contractor to perform the following services as an Independent Contractor for the County:
  - Provide a Science, Technology, Engineering and Mathematics (STEM) oriented day camp for up to 32 students from July 15 through July 25, 2019 hosted at The Red Doors Community Center of St. Paul’s By the Sea, a non-profit community center located at 10959 Worcester Highway, Berlin, Maryland.
  - Provide up to 30 high school and university students that are residents in Worcester County the opportunity to explore a STEM related career via a part time six week paid summer internship, full time ten week NASA WFF internship, or a paid leadership development program, co-sponsored by Worcester County and local business partners. The internship program runs from June 1 to July 25, 2019, the NASA WFF internship runs from mid-May to mid-August with flexible start and end dates, and the leadership development program runs from July 1 to July 25, 2019.
  - Provide a valuable economic investment in Worcester County by engaging student interns in a series of professional development activities and mentoring services to pique interest in local STEM career opportunities while fostering the personal, professional and social skills essential to their success in the 21<sup>st</sup> century workforce.

- Support local business initiatives in the science, technology, engineering and mathematics sectors of Worcester County's economy by sponsoring motivated students for subsidized employment positions.

- Contractor will subcontract to individuals to work as camp staff on an independent contractor basis. Interns are not employees or subcontractors of the County or the Contractor, they are employees of the business at which they are interning.

2. **Terms of Agreement.** This Agreement shall commence upon signing. Contractor services shall be completed no later than August 30, 2019.
3. **Payment.** Contractor shall be paid periodically upon written invoices for completed work submitted and approved by the County. Total amount of the contract will not exceed \$100,000 (one hundred thousand and 00/100 dollars). Contractor shall be paid \$75/hour and work on the project for a total of 500 hours. County shall not be required to pay for incomplete work. At the time of any payment or upon request, Contractor shall provide complete and proper lien releases, in such form as County may require, from all entities or persons having any right to claim a lien on account of the work.
4. **Performance by Contractor.** Contractor shall expeditiously proceed with Contractor's services hereunder and shall devote such time as may be necessary to complete them within the time provided. Contractor shall perform this contract promptly, properly, completely, in accordance with all codes, in a workmanlike manner and in accordance with industry standards and all plans and specifications. Contractor pledges any and all payments paid or due hereunder for the faithful performance hereof.
5. **County will Provide:** County will provide the following services, materials, space or support as follows:
  - linkage to employers willing to undertake internships.

- linkages to transportation options for the program.
- 21 notebook computers and 1 mobile lab cart with charging capability, computers and mobile lab cart will remain the property of Worcester County throughout the program and beyond.

6. **Termination for Cause.** County may terminate this Agreement for any cause upon notice to Contractor. For the purposes hereof, "Cause" shall include, but not be limited to:

- A. Material breach of Contract
- B. Dishonesty, Fraud or Criminal Activity
- C. Incapability to perform
- D. Nonperformance
- E. Substandard performance
- F. Termination of any grant to the County which provides funding for this Contract.

In the event of termination, Contractor shall be entitled to be paid for work performed to date of termination, subject to the limitations herein set forth.

7. **Contract Official.** Contractor shall report directly to, and receive instructions as necessary from Meredith Mears, Director of Economic Development, who shall be the County Contract Official. Final decisions with respect to the Contract on behalf of the County will be made by the Worcester County Commissioners.

8. **Confidential Information - Reports.** Contractor agrees that information received by Contractor during the administration of the Contract may be considered confidential and upon notice agrees to keep such information confidential. Any report by Contractor shall be the sole and exclusive property of the County and may not be released to any other person or entity without the express written permission

of the County.

9. **Employment of Others - Subcontractors.** Any Subcontractors of the Contractor shall be first approved in writing by the County prior to engagement. County may, from time to time, provide other employees to assist Contractor with performance of Contractor services or to perform related services required of Contractor hereunder. This Contract is not assignable and will be performed personally by Contractor as set forth in Contractor's proposal.
10. **Inducement.** Contractor has represented to County that Contractor is fully qualified to perform the services hereunder in a professional, state of the art manner to the highest standards within the parameters of this Contract and specifically that the services required of Contractor hereunder may be accomplished under this Contract for the compensation stated herein. Nothing herein shall require County to pay any overage or additional payment; the Contract price herein stated being firm. Any limitation on County's liability hereunder, shall not be a limitation on services required of the Contractor.
11. **Independent Contractor.** The parties hereto do hereby agree that Contractor is an independent contractor in its performance of its obligations hereunder. Accordingly, Contractor shall be responsible for the payment of all taxes including, without limitation, Federal, State and Local taxes, State Income Tax, Social Security Tax, Unemployment Insurance Tax and all other taxes or business license fees as required arising out of Contractor's performance hereof. Contractor specifically agrees that to the extent required by law, Contractor shall carry Workers' Compensation Insurance in statutory required amounts and Liability Insurance unless waived in writing by County and agrees to provide County with copies of policies as requested. The Contractor agrees to indemnify and hold harmless County with respect to all the Contractor's activities hereunder including, without limitation, claims for negligence or malfeasance against Contractor and as well as Workers' Compensation claims. If this contract is for professional services, contractor shall provide a minimum of

\$1,000,000.00 (one million and 00/100 dollars) Errors and Omissions Insurance. At the option of the County, the Contractor may be required to add the County as an additional insured to any insurance that is required hereunder.

12. **Illegality of Performance.** If for any reason this Agreement or its execution by County Commissioners is determined to be illegal, ultra-vires or not in accordance with the law by County Commissioners, then County Commissioners may in their sole discretion and in good faith, declare it null and void.
13. **Immunity/limitation on Actions Against County Commissioners.** Nothing herein or any related agreement or any amendment hereto shall under any circumstances constitute or be construed as a waiver of immunities or limitations of liability that the County Commissioners, their officers, employees, agents, or servants, may have in by virtue of and in accordance with any law, including sovereign, statutory, qualified, official, common law, public general law or public local law immunity. No action may be brought with respect hereto other than in the appropriate State Court in Worcester County, Maryland. Contractor hereby consents and agrees to such provision and further waives any right to jury trial in any action relating hereto. County Commissioners, as a body politic, has become a party hereto only in the capacity stated herein. No individual elected County Commissioner, contractor, employee, agent, or servant of County shall have any personal liability hereunder. Any indemnity herein or arising out of this Agreement, on the part of the County Commissioners, shall be only to the extent permitted by law and shall be subject to the non-waiver of immunity, limitations of liability and all other provisions of this Agreement. County Commissioners' liability under or arising out of this agreement shall be subject to annual budget appropriation and strictly conditioned thereon. The non-waiver and the limitation of liability to County Commissioners hereunder shall be contractual and it is agreed that such limitation is fair and equitable under the totality of the circumstances hereof. It is further agreed and understood that this provision is of the essence.

14. **Hold Harmless - Indemnification.** The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney=s fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the contact. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.
15. **Insurance.** Contractor shall also provide Motor Vehicle Insurance and General Liability Insurance in amounts and with companies satisfactory to County. At the option of the County, the Contractor may be required to add the County as an additional insured to any insurance that is required hereunder.
16. **Bonds.** Contractor shall provide such bonds as required by the bid specifications. Contractor hereby binds Contractor to pay and satisfy to the extent legally required all suppliers, subcontractors or others having any right to a claim or action under the Maryland Little Miller Act and hereby pledges any amounts paid or due hereunder as payment security to provide for such payments or satisfactions. Contractor shall provide all lien releases required by County. Where lien releases satisfactory to County are not provided, County may withhold payment to Contractor to the extent determined by County to be reasonably necessary to adequately provide for such claim or action.
17. **Delays and Extensions of Time.** The Contractor agrees to prosecute the work continuously and diligently and no changes or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the County may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Contractor as determined by the County.

18. **Equal Opportunity Employer.** The Contractor represents to County that Contractor is an Equal Opportunity Employer.
19. **Notice of Political Contributions.** The Contractor shall comply with the political contribution reporting requirements under Title 14 of the Election Law Article, Maryland Annotated Code, to which the contractor may be subject.
20. **Notices.** All notices and communications hereunder shall be in writing and shall be deemed given when sent postage prepaid by registered or certified mail, return receipt requested, and, if intended for the County Commissioners, shall be addressed to it, to the attention of its President, at Room 1103, Government Center, One West Market Street, Snow Hill, Maryland 21863-1195, or at such other address of which the County provided, and if intended for the Contractor, shall be addressed to its attention at The Red Doors Community Center at St. Paul's By The Sea, 302 North Baltimore Avenue, Ocean City, MD, 21842, or at such other address of which the Contractor shall have given notice to the County in the manner herein provided.

**ATTEST:**

**COUNTY COMMISSIONERS OF WORCESTER  
COUNTY, MARYLAND**

\_\_\_\_\_  
Harold L. Higgins  
Chief Administrative Officer

By: \_\_\_\_\_(SEAL)  
Diana Purnell, President

**ATTEST:**

**Sinepuxent Group LLC**

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)  
Fawn Mete



Worcester County  
Department of Recreation & Parks

Tom Perlozzo, Director

6030 Public Landing Road, Snow Hill, Maryland 21863  
410.632.2144 • Fax: 410.632.1585



7

To: Harold Higgins, Chief Administrative Officer  
Kelly Shannahan, Assistant Chief Administrative Officer  
From: Tom Perlozzo, Director of Recreation and Parks  
Date: October 1, 2018  
Re: Stockton Playground Bid

On September 24, 2018, bids were opened for the Stockton Park playground replacement project. The funding for the project, \$60,000, has been allocated in the Parks Department FY 2019 Budget under the Grant Programs Playground Equip/Improvement account 100.1602.590.6160.252. In addition, the project has been approved by Program Open Space and is eligible for 90% reimbursement. The remaining 10% match will be met through in-kind services performed by our Parks Department.

The following companies submitted bids:

<u>Vendors Submitting Bids</u>	<u>Bid Amount</u>	<u>Page</u>
1. Sparks at Play 3705 Crondale Lane Ownings Mill, MD 21117-2204	\$54,000.00	3
2. Kompan 605 W. Howard Lane, Suite 101 Austin, Texas 78753	\$53,999.65	6
3. Cunningham Recreation 206 Del Rhodes Avenue Queenstown, MD 21658	\$53,958.92	9
4. Playground Specialist, Inc. 17352 N. Seton Ave. Emmitsburg, MD 21727	\$53,783.00	17
	<u>Bid Specifications</u>	<u>21</u>

After careful review, we are recommending Cunningham Recreation be awarded the project in the amount of \$53,958.92. Cunningham Recreation's submittal was complete with respect to all documentation requested, including a very sound equipment warranty. Furthermore, their design offered the greatest play value in terms of 'elevated' and 'ground level' component counts. Finally it is important to note that Cunningham's field representative is a Worcester County resident.

Should you have any questions, please feel free to contact me at your earliest convenience.

cc: William Rodriguez



# Competitive Bid Worksheet

**Item: Provide and Install Playground Equipment at Stockton Park**

Bid Deadline/Opening Date: 1:00 P.M., Monday, September 24, 2018

Bids Received by deadline = 4

Vendor's Submitting Bids

Total Cost of Materials and Labor

**Sparks at Play**  
3705 Crondale Lane  
Owings Mills, MD 21117-2204

\$ 54,000

**Kompan**  
605 W. Howard Lane, Suite 101  
Austin, TX 78753

\$ 53,999.65

**Cunningham Recreation**  
206 Del Rhodes Avenue  
Queenstown, MD 21658

\$ 53,958.92

**Playground Specialists, Inc.**  
17352 N. Seton Ave.  
Emmitsburg, MD 21727

\$ 53,783

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# PROPOSAL

Proposal Number: 003760-1

Proposal Date: September 21, 2018

Opportunity No.: 003760

**ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:**

Sparks at Play, LLC  
 3705 Crondall Lane  
 Owings Mills, MD 21117  
 T: 410-356-4151 F: 410-356-2198

**Proposal Presented To:**

Worcester County Department of Recreation & Parks  
 6030 Public Landing Road  
 Snow Hill, MD 21863

TO: Worcester County Maryland  
 Department of Recreation & Parks  
 FROM: Jason Hines  
 RE: Stockton Playground

Customer ID	Good Through	Payment Terms	Sales Rep Name
Worcester County Department of Recreation & Parks	30 days from proposal date		Jason Hines

Quantity	Unit Type	Item	Description	Unit Price	Amount
213	LF	Borders	<ul style="list-style-type: none"> <li>Mobilize materials, equipment &amp; manpower.</li> <li>Layout, furnish and install 213 L.F. of 6"x 6" double stacked pressure treated timber border.</li> <li>Clean up job site of all Sparks at Play, LLC generated debris.</li> </ul>	\$38.43	\$8,185.59
1	Lump Sum	Discount	First time customer discount - adding value to communities	(\$4,299.08)	(\$4,299.08)
2439	SF	EWf Install	<ul style="list-style-type: none"> <li>Mobilize materials, equipment &amp; manpower and receive delivery of Mulch Solutions furnished engineered wood fiber.</li> <li>Supply 120 CY of Mulch Solutions furnished engineered wood fiber</li> <li>Install 2,439 S.F. of 12" thick Mulch Solutions furnished engineered wood fiber.</li> <li>Clean up job site of all Sparks at Play, LLC generated debris.</li> </ul>	\$3.54	\$8,634.06



# PROPOSAL

Proposal Number: 003760-1

Proposal Date: September 21, 2018

Opportunity No.: 003760

**ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:**

Sparks at Play, LLC  
 3705 Crondall Lane  
 Owings Mills, MD 21117  
 T: 410-356-4151 F: 410-356-2198

Quantity	Unit Type	Item	Description	Unit Price	Amount
1	Lump Sum	Freight	<ul style="list-style-type: none"> <li>• Freight</li> <li>• Common Carrier</li> <li>• 21117</li> </ul>	\$2,100.00	\$2,100.00
1	Lump Sum	LSI	<ul style="list-style-type: none"> <li>• LSI Playground Equipment Drawing #003760SP-1-1</li> </ul>	\$22,639.40	\$22,639.40
1	Lump Sum	LSI Install	<ul style="list-style-type: none"> <li>• Mobilize Mobilize materials, equipment &amp; manpower and receive delivery of Sparks @ Play furnished playground equipment.</li> <li>• Layout, excavate footings and dispose of spoils off-site.</li> <li>• Assemble and erect Sparks @ Play furnished playground equipment per LSI drawing #003760SP-1-1 and installation documents.</li> <li>• Furnish and pour 3000 psi concrete footings.</li> <li>• Clean up job site of all Sparks at Play, LLC generated debris.</li> </ul>	\$13,188.51	\$13,188.51
1	Lump Sum	Other Product	<ul style="list-style-type: none"> <li>• ZeroFill Wear Mat 30X48x11" w/kit includes anchor kit</li> <li>• Freight Included</li> <li>• Clean up job site of all Sparks at Play, LLC generated debris.</li> </ul>	\$3,551.52	\$3,551.52
				SUBTOTAL	\$54,000.00
				SALES TAX	\$0.00
				TOTAL AMOUNT	\$54,000.00

**SCOPE OF WORK:**

Provide labor, material and equipment to install Sparks @ Play furnished playground equipment and Mulch Solutions furnished engineered wood fiber per line item descriptions above. Pricing is based on direct access to the site for Sparks at Play, LLC. employees, equipment and vehicles necessary to perform the work.

**EXCLUSIONS:**



# PROPOSAL

Proposal Number: 003760-1

Proposal Date: September 21, 2018

Opportunity No.: 003760

**ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE**

**MADE OUT TO:**

Sparks at Play, LLC  
3705 Crondall Lane  
Owings Mills, MD 21117  
T: 410-356-4151 F: 410-356-2198

Sparks@Play, LLC. excludes wage rates, site demo, site excavation, permits, fees, inspections, maintenance of traffic, traffic control, concrete work, and any work not stated in the SCOPE OF WORK.

**SECURITY NOT PROVIDED:** Based on the SCOPE OF WORK above, Sparks at Play, LLC will not be responsible for security after our crew has left the job site each day, unless we are the acting general contractor.

**WEATHER:** Favorable weather conditions must be present for the proper installation products. Sparks at Play, LLC reserves the sole and exclusive right to determine if appropriate daily weather conditions exist prior to our dispatch of installation crew.

**WORK DAY:** Normal work hours are weekdays between 7 am and 5 pm. However, work hours may be adjusted to early morning or late evening to facilitate the installation. This pricing does not include any weekend or evening work.

Please note all pricing and terms are subject to change unless contract agreement has been made.

**TERMS:** Unless stated otherwise in the body of the proposal, payment terms are as follows: 50% deposit due upon signing, with the balance due upon completion of this proposal. By signing this proposal, the customer and/or customer's agent agrees that in the event that the customer cancels this order, the customer will need to pay a cancellation fee. If the order is cancelled prior to being shipped, the fee will be 30% of entire proposal amount. Once the product has left the manufacturer the cancellation fee will be 100% of the shipped product plus 20% of the remainder of the proposal. Proposal expires in 30 days.

All payments made with a credit card will incur a 3% transaction fee.

**COLLECTION EXPENSE:** Sparks at Play, LLC shall be entitled to recover from purchaser its collection costs, including the reasonable fees of counsel, if Sparks at Play, LLC turns purchaser's account over to an attorney or collection agency for collection.

Please call if you have any questions.

**Accepted By Customer:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Customer PO Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**IF YOU ARE A TAX EXEMPT ORGANIZATION PLEASE SUPPLY A COPY OF YOUR TAX EXEMPTION CERTIFICATE AT TIME ORDER IS PLACED OR SALES TAX WILL BE CHARGED.**

5

**WORCESTER COUNTY DEPARTMENT OF RECREATION & PARKS  
REQUEST FOR PROPOSALS – STOCKTON PARK PLAYGROUND**

**PROPOSAL FORM**

I/we have reviewed the specifications and provisions for the playgrounds to be installed at Stockton Park. I/we understand said requirements. I/we hereby propose to furnish the aforementioned playgrounds as outlined in the Request for Proposals and submit the following proposal. The price quoted shall include installation and all transportation charges fully prepaid and delivered to Stockton Park, in Stockton, Maryland.

Specifications and warranty information must be attached or proposal may be rejected.

**Any deviations or exceptions to proposal specifications must be clearly noted on proposal form or a separate sheet of paper attached to the proposal form. Proposers are free to list features of products or services that the County should consider.**

Refer to General Assumptions Page.

**TOTAL COST OF MATERIALS AND LABOR FOR PLAYGROUND \$ 53,999.65**  
Refer to SP 60473 for itemized Sales Proposal

Above described unit(s) will be delivered and installed within 60-70 calendar days from receipt of written order. Subject to Weather Conditions etc.

**PROPOSAL MUST BE SIGNED TO BE CONSIDERED**

Date: 9/19/18

Signature: 

Name: Nick McCollin

Firm: Kompan inc

Address: 605 W Howard Ln

76101 Austin, TX 78753

Telephone: 800 426 9788



# SALES PROPOSAL

**COROCORD**

KOMPAN, INC. \* 605 W Howard Lane Ste 101, Austin, TX 78753 \* Tel 1-800-426-9788 \* Fax 1-866-943-6254 \* www.kompan.com

<b>Site Location:</b>	C017358
Stockton Park Playground	
Bill Rodriguez	
5520 Hurely Rd	
Stockton, 21864	
United States	

**Date** 09/21/18  
**Expiration Date**  
**Proposal No.** SP60473  
**Project** Stockton Park Playground  
**Ship to State/Zip** MD 21864  
**Customer Service Representative** Julia Gonzalez  
**Sales Representative** Curtis Smith  
**Payment Terms** DEP50%&N30

<b>Invoice-to:</b>	C017358
Worcester County Parks & Rec	
1 W. Market St	
1103	
Stockton, MD 21864	
United States	

<b>Ship-to:</b>
Stockton Park Playground
5520 Hurely Rd
Stockton, MD 21864
United States
Bill Rodriguez

Qty.	Item No.	Description	Unit Price	Retail Price	Disc. %	Net Price
		Equipment				
1	PCM112900-0902	CASTLE OUTPOST TOWER - ADA Plastic Slide, Steel Posts IG	38,200.00	38,200.00	25.00	28,650.00
1	KSW92007-0910	SWING P BN SHELL SEAT H:2,5 ø100cm Shell Bik/Gry, Grey IG	2,880.00	2,880.00	25.00	2,160.00
1	ELE400024-3717LG	SPINNER BOWL, GREEN	960.00	960.00	25.00	720.00
1	M21102-3417P	AGE APPROPRIATE SIGN 5-12 Years, IG	460.00	460.00	100.00	
2	EC-WEARMAT	Swing-Slide Mat- Black	139.00	278.00		278.00
1	FRT-PA	Freight Middletown PA	1,244.00	1,244.00		1,244.00
1	CUSTOMINSTALL	Installation of KOMPAN product	9,746.67	9,746.67	10.00	8,772.00
		EWF				
2,944	TFG-VTNO-14-03	EWFF&FF&DS/CFH 14'/12''' comp.	2.00	5,888.00	10.00	5,299.20
1	FRT-OTHER	Freight for EWF	939.00	939.00		939.00
1	CUSTOMINSTALL	Installation of EWF (2944 SF/147 CY)	2,343.08	2,343.08	5.00	2,225.93
		Borders				
62	APS-BORDER12	12" border w/spike-black	30.00	1,860.00	10.00	1,674.00
1	FRT-OTHER	Freight for borders and Ramp	435.00	435.00		435.00
1	APS-ADA RAMP	ADA Full Ramp System	808.00	808.00	10.00	727.20
1	CUSTOMINSTALL	Installation of Ramp and Borders	774.62	774.62	5.00	735.89

Continued on page 2.....

53,860.22

<b>Total</b>	<b>53,860.22</b>
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**Comments:**

Please allow 8-10 weeks for product delivery upon order placement.

**Summary:**

	Retail Price	Discount	Net Price
Subtotal - KOMPAN Products	42,500.00	10,970.00	31,530.00
Subtotal - Other Products	2,668.00	266.80	2,401.20
Subtotal - Surfacing	6,166.00	588.80	5,577.20
Subtotal - Installation & Other Services	12,864.37	1,130.55	11,733.82
Subtotal - Freight	2,618.00	0.00	2,618.00
<b>Subtotal</b>	<b>66,816.37</b>	<b>12,956.15</b>	<b>53,860.22</b>

(Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.)

Estimated Tax Rate

0.00

**Total****53,860.22**

Your acceptance of this proposal constitutes a valid order request and includes acceptance of KOMPAN's Terms and Conditions, receipt of which is hereby acknowledged by your signature.

To process your order, please sign and return a copy of this quote with the agreed upon deposit or purchase order for the full amount. Orders cancelled after date of confirmation will be subject to a 50-75% restocking charge.

This quote may be withdrawn by us if not accepted by 11/12/18.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of the ARRA of 2009.

KOMPAN Authorized Signature:

Accepted By (signature): \_\_\_\_\_

Accepted By (please print): \_\_\_\_\_

Date: \_\_\_\_\_

**WORCESTER COUNTY DEPARTMENT OF RECREATION & PARKS  
REQUEST FOR PROPOSALS – STOCKTON PARK PLAYGROUND**

**PROPOSAL FORM**

I/we have reviewed the specifications and provisions for the playgrounds to be installed at Stockton Park. I/we understand said requirements. I/we hereby propose to furnish the aforementioned playgrounds as outlined in the Request for Proposals and submit the following proposal. The price quoted shall include installation and all transportation charges fully prepaid and delivered to Stockton Park, in Stockton, Maryland.

Specifications and warranty information must be attached or proposal may be rejected.

**Any deviations or exceptions to proposal specifications must be clearly noted on proposal form or a separate sheet of paper attached to the proposal form. Proposers are free to list features of products or services that the County should consider.**

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**TOTAL COST OF MATERIALS AND LABOR FOR PLAYGROUND \$ 53,958.92**

Above described unit(s) will be delivered and installed within 60-70 calendar days from receipt of written order.

**PROPOSAL MUST BE SIGNED TO BE CONSIDERED**

Date: September 21, 2018

Signature: Brian Lewis, cdg

Name: Brian Lewis, Sales Associate

Firm: GameTime c/o Cunningham Recreation

Address: 206 Del Rhodes Ave

Queenstown, MD 21658

Telephone: 800-233-0529





GameTime c/o Cunningham Recreation  
 PO Box 487  
 Queenstown, MD 21658  
 800-233-0529 FAX 410-827-8855

QUOTE  
 #135355

09/20/2018

**Stockton Park Playground - BID**

Worcester Co. Recreation Dept.  
 Attn: Bill Rodriguez  
 5520 Hursley Road  
 Stockton, MD 21872  
 Phone: 410-632-3173  
 Fax: 410-632-3273  
 wrodriguez@co.worcester.md.us

Project #: P92993  
 Ship To Zip: 19701

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Custom PowerScope Modular Play Structure for Ages 5-12 [Deck:Pvc: _____] [Roof: _____] [Roto Plastic: _____] [Basic: _____] [Tube: _____] [Accent: _____] [Arch: _____] [Uni Plastic: _____] (2) 80000 -- 49" Sq Punched Steel Deck (3) 80001 -- 49"Tri Punched Steel Deck (1) 80187 -- Shingle Roof (1) 80656 -- Access Attachment 3' & 4' (1) 80942 -- Crawl-Thru Panel (1) 81666 -- Fun Seat (1) 81670 -- Crunch Bar (1) 81695 -- Train Whistle (1) 90021 -- 2'-0" Transfer System W/ Barrier (1) 90029 -- 3' Transfer Platform W/Barrier (1) 90106 -- 4'-6"/5' Schooner Climber (1) 90134 -- 3'/3'-6" Twister Climber (2) 90267 -- 9' Upright, Alum (2) 90268 -- 10' Upright, Alum (5) 90269 -- 11' Upright, Alum (4) 90272 -- 14' Upright, Alum (1) 90306 -- Climber Archway W/Socket & Barrier (1) 90355 -- Storefront Panel, Below Dk (1) 90369 -- River Rock Climber (1) 90399 -- Std Funnel Bridge, 1 Dk Span W/ Barrier (1) 90503 -- 2'-6"/3' Single Wave Zip Slide (1) 90578 -- Swerve Slide (1) 90579 -- Double Swerve Slide	\$18,526.52	\$18,526.52



GameTime c/o Cunningham Recreation  
 PO Box 487  
 Queenstown, MD 21658  
 800-233-0529 FAX 410-827-8855

QUOTE  
 #135355

09/20/2018

**Stockton Park Playground - BID**

Quantity	Stock ID	Description	Unit Price	Amount
		(1) 90669 -- Spiral Step Climber (5'-0) & 5'-6")		
		(1) 90713 -- Frog Slide Puzzle-Gadget Pnl Above Dk		
1	RDU	(3) 91209 -- Climber Entryway - Barrier GameTime - 2-Bay PrimeTime Swing with (2) Belt Seat and (2) Enclosed Seat Packages [Basic: _____]	\$2,965.00	\$2,965.00
		(1) 18826 -- Primetime Swing 3 1/2" X 8'		
		(1) 18827 -- Primetime Swing Add A Bay 3 1/2" X 8'		
		(2) 8910 -- Belt Seat 3 1/2"Od(8910)		
		(2) 8696 -- Encl Seat 3 1/2"(8696)		
1	200	GameTime - Four Seat Buck-A-Bout [Basic: _____]	\$1,320.00	\$1,320.00
4	4880	GameTime - Inground Mount For Spring Rider	\$97.00	\$388.00
4	2313	GameTime - Saddle Seat [Basic: _____]	\$169.00	\$676.00
1	38009	GameTime - Spinning Leaf Seat (Straight) [Accent: _____] [Roto Plastic: _____]	\$694.00	\$694.00
1	5033	GameTime - 5-12 Age Appropriate Fiberglass Sign [Basic: _____]	\$1,171.00	\$1,171.00
1	RDU	GameTime - Owner's Kit		
		(1) 178749 -- Owner's Kit		
1	INSTALL	(1) MISC -- Owner's Kit (No Charge)		
100	EWF	PSP - Installation of Above Equipment GT-Impax - Engineered Wood Fiber Safety Surfacing (CY) -  • Area: 2,697 Sq.Ft. • Thickness (Compacted): 12" • Volume: 100 Cubic Yards	\$12,110.00 \$18.58	\$12,110.00 \$1,858.00
1	161290	GameTime - Geo-Textile 2250 Sqft Roll	\$638.00	\$638.00
1	161291	GameTime - Geo-Textile 1125 Sqft Roll	\$319.00	\$319.00
3	161294	GameTime - Terraflow Drain 150ft Roll	\$443.00	\$1,329.00
5	161292	GameTime - Wear Mat 44"x48"	\$223.00	\$1,115.00

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GameTime c/o Cunningham Recreation  
 PO Box 487  
 Queenstown, MD 21658  
 800-233-0529 FAX 410-827-8855

QUOTE  
 #135355

09/20/2018

**Stockton Park Playground - BID**

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	MISC - Installation of EWF Safety Surfacing, Fabric, Drainage and Wear Mats	\$2,380.00	\$2,380.00
1	INSTALL	MISC - Supply and Install 240 LF of Double Stacked 6x6 Timber Borders	\$4,450.00	\$4,450.00
			SubTotal:	\$49,939.52
			Freight:	\$4,019.40
			<b>Total Amount:</b>	<b>\$53,958.92</b>

**GAMETIME - TERMS & CONDITIONS:**

- **PRICING:** Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted. Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is 4-6 weeks after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.



GameTime c/o Cunningham Recreation  
PO Box 487  
Queenstown, MD 21658  
800-233-0529 FAX 410-827-8855

QUOTE  
#135355

09/20/2018

### Stockton Park Playground - BID

#### INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Installer will contact Miss Utility to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

#### ACCEPTANCE OF QUOTATION:

*Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.*

Accepted By (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

P.O. Number: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Amount: **\$53,958.92**

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_  
Salesperson's Signature

\_\_\_\_\_  
Customer Signature

**Wish to pay by credit card? Please complete the following information required to authorize CC purchase:**

Card Type: \_\_\_\_\_ Mastercard \_\_\_\_\_ Visa \_\_\_\_\_ AMEX

Credit Card Number: \_\_\_\_\_ Exp Date: \_\_\_\_\_

Card Security Code (CSC/CVV): \_\_\_\_\_

Card Holder Name (as it appears on card): \_\_\_\_\_

Company: \_\_\_\_\_

Billing Address (CC account): \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Amount to be charged to card: **\$53,958.92**

Email or Fax credit card receipt to: \_\_\_\_\_



GameTime c/o Cunningham Recreation  
PO Box 487  
Queenstown, MD 21658  
800-233-0529 FAX 410-827-8855

QUOTE  
#135355

09/20/2018

### Stockton Park Playground - BID

**BILLING INFORMATION:**

Bill to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**SHIPPING INFORMATION (IF DIFFERENT FROM ABOVE):**

Ship to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

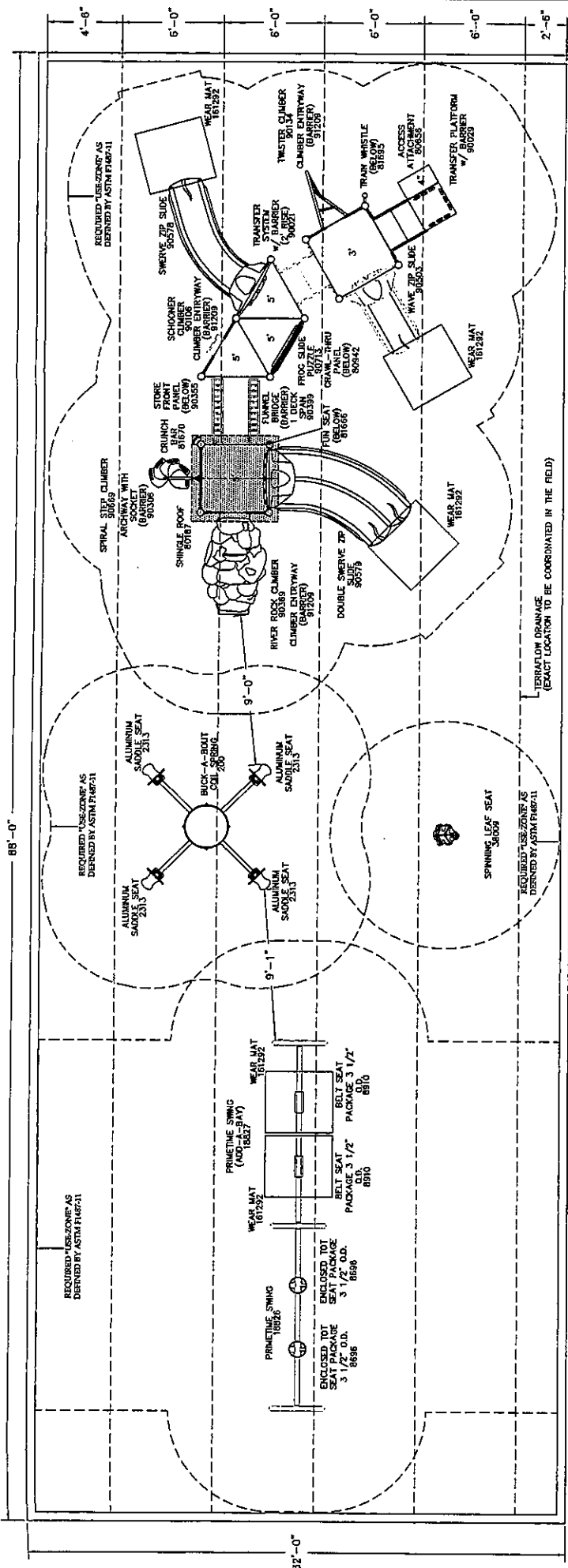
Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

THE ESTIMATED CAPACITY FOR THIS PLAY AREA IS 35-60 CHILDREN AGES 5-12.



AGE APPROPRIATE  
SIC 15-12

- TIMBER BORDERS:**
- 20 LINEAR FEET REQUIRED
  - DOUBLE STACKED 6" X 6" QCP PRESSURE TREATED TIMBERS
  - ALL JOINTS TO BE TOE-NAILED WITH 20LB NAILS
  - BOTTOM TIER OF TIMBERS WILL BE ANCHORED WITH 1/2" X 24" REBAR STAKES EVERY 3' ON CENTER
  - TOP TIER TO BE ANCHORED TO BOTTOM TIER WITH 3/4" GALVANIZED STEEL SPIKES EVERY 3' ON CENTER
  - ALL JOINTS IN BOTTOM TIER TO BE OVERLAPPED WITH TOP TIER
  - EXPOSED EDGES TO BE ROUNDED WITH A 1/2" ROUTER BIT
  - TOP OF BORDERS TO BE LEVEL
- LOOSE FILL SAFETY SURFACING:**
- 2.687 SQUARE FEET REQUIRED
  - CITRUS ENGINEERED WOOD FIBERS
  - 8" COMPACTED DEPTH (100 C.T.)
  - 2" CONTACT HEIGHT
  - SINGLE LAYER OF GEOTEXTILE FABRIC
  - TERRAZON GRANULATED SYSTEM
  - RUBBER WEAR MATS TO BE PLACED BENEATH WOOD FIBER AT SLIDE EXITS AND SWING SEATS
  - ADA ACCESSIBLE

THIS PLAY AREA ALCOHOLIC CONTAINERS WITH THE EXCEPTIONS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES. VISIT [www.alcohol.com](http://www.alcohol.com) FOR MORE INFORMATION.



Worcester County Parks & Recreation  
 Stockton Park  
 Proposed Playground Upgrades  
 Representative  
 Brian Lewis, Cunningham Recreation - Phone (800) 233-0529

**ISO 9001 CERTIFIED**

**GAME TIME**  
 A PLAYCORE COMPANY  
 Enriching Childhood Through Play.  
 150 PlayCore Drive SE  
 Fort Payne, AL 35967  
 www.game-time.com

This unit includes play events and routes or travel specifically designed for limited users. It is the responsibility of the manufacturer that these play events and routes conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

Minimum Area Required:  
 Scale: NTS  
 This drawing can be scaled only when in an 11" x 17" format

Total Elevated Play Components	9	Required	0
Total Elevated Components Accessible By Ramp	0	Required	0
Total Elevated Components Accessible By Transfer	9	Required	0
Total Accessible Ground Level Components Shown	8	Required	3
Total Different Types Of Ground Level Components	7	Required	3

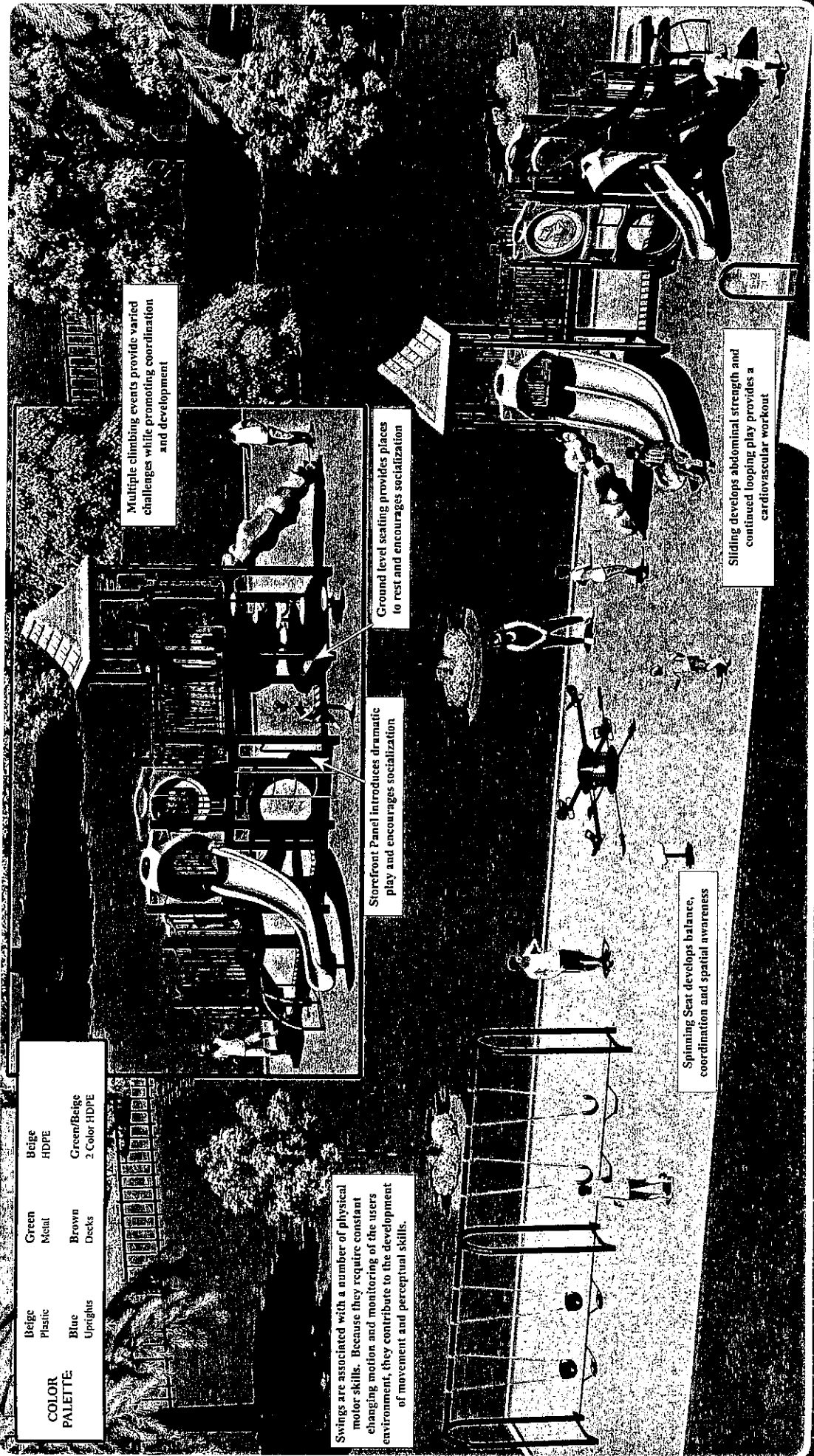
IMPORTANT: Soft resilient surfacing should be placed in the use area of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z614

Drawn By:  
 CDG  
 Date:  
 09/11/2018  
 Drawing Name:  
 929993-02

# Worcester County Recreation and Parks RFP - Stockton Park Playground

Design • Build • PLAY!

<b>COLOR PALETTE:</b>	Beige Plastic	Green Metal
	Blue Uprights	Brown Decks
	Beige HDPE	Green/Beige 2 Color HDPE



Multiple climbing events provide varied challenges while promoting coordination and development

Ground level seating provides places to rest and encourages socialization

Storefront Panel introduces dramatic play and encourages socialization

Sliding develops abdominal strength and continued looping play provides a cardiovascular workout

Spinning Seat develops balance, coordination and spatial awareness

Swings are associated with a number of physical motor skills. Because they require constant changing motion and monitoring of the users environment, they contribute to the development of movement and perceptual skills.

**WORCESTER COUNTY DEPARTMENT OF RECREATION & PARKS  
REQUEST FOR PROPOSALS – STOCKTON PARK PLAYGROUND**

**PROPOSAL FORM**

I/we have reviewed the specifications and provisions for the playgrounds to be installed at Stockton Park. I/we understand said requirements. I/we hereby propose to furnish the aforementioned playgrounds as outlined in the Request for Proposals and submit the following proposal. The price quoted shall include installation and all transportation charges fully prepaid and delivered to Stockton Park, in Stockton, Maryland.

Specifications and warranty information must be attached or proposal may be rejected.

Any deviations or exceptions to proposal specifications must be clearly noted on proposal form or a separate sheet of paper attached to the proposal form. Proposers are free to list features of products or services that the County should consider.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
TOTAL COST OF MATERIALS AND LABOR FOR PLAYGROUND \$ 53,783<sup>00</sup>/<sub>XX</sub>

Above described unit(s) will be delivered and installed within 90 calendar days from receipt of written order.

**PROPOSAL MUST BE SIGNED TO BE CONSIDERED**

Date: 9/21/18  
Signature: *E. J. Black*  
Name: Eric J. Black  
Firm: Playground Specialists Inc  
Address: 29 Apples Church Rd  
Thurmont, MD 21788  
Telephone: 800-385-0075





29 Apples Church Road  
 Thurmont, MD 21788  
 (800) 385-0075  
 www.playspec.com

**ADDRESS**  
 WORCESTER COUNTY  
 DEPARTMENT OF  
 RECREATION & PARKS  
 ATTN: BILL RODRIGUEZ  
 6030 PUBLIC LANDING RD  
 SNOW HILL, MD 21863

**SHIP TO**  
 STOCKTON PARK  
 C/O PLAYGROUND  
 SPECIALISTS

**PROPOSAL 18548A**

**DATE 09/14/2018**

**SALES REP**  
 ERIC BLACK

TYPE	QTY	RATE	AMOUNT
<b>PLAYWORLD EQUIPMENT</b> CUSTOM PLAYMAKER PLAY STRUCTURE PER DRAWING #P082318-1C - INCLUDES RISK MANAGEMENT SIGN	1	30,548.00	30,548.00
<b>0462</b> SUMMIT CLIMBERS SIERRA	1	4,587.00	4,587.00
<b>DISCOUNT</b> FACTORY DISCOUNT OFF LIST PRICES ABOVE	1	-6,675.00	-6,675.00
<b>INSTALLATION</b> CERTIFIED INSTALLATION OF ALL EQUIPMENT ABOVE INCLUDING LIFETIME INSTALLATION WARRANTY - INCLUDES RELOCATION OF EXISTING SWINGS	1	10,880.00	10,880.00
<b>TIMBERS</b> PROVIDE AND INSTALL 248 LINEAR FEET TWO TIER 6 X 6 TIMBERS - TOP OF BORDERS TO BE SET AT GROUND LEVEL	248	16.00	3,968.00
<b>WOODCARPET</b> PROVIDE AND SPREAD 120 CY WOODCARPET EWF AT 9" COMPACTED DEPTH	120	39.00	4,680.00
<b>SKM</b> 3' X 5' BEVELED EDGE SWING KICK MAT - INSTALLED	4	325.00	1,300.00
<b>DRAINS</b> INSTALL 92 LINEAR FEET PERFORATED DRAIN PIPE - INCLUDES TRENCH AND STONE	92	15.00	1,380.00
<b>TERRAFLOW DRAIN</b> INSTALL TERRAFLOW DRAIN STRIPS FOR INSIDE PLAYGROUND AREA - PER FOOT	455	3.00	1,365.00

**NOTE**  
 DEMO, GRADING, AND EXCAVATION TO BE DONE BY  
 OTHERS PRIOR TO INSTALLATION OF EQUIPMENT  
 AND SAFETY SURFACING ABOVE

\*3% surcharge on Visa/MasterCard

**SUBTOTAL**

52,033.00

Fax # 301-271-9239 or Email: sales@playspec.com

\*Valid for 30 days unless otherwise noted  
\*50% deposit. Balance due Net 30  
Sign and return with approved colors for order placement

TAX (0%)	0.00
SHIPPING	1,750.00

<b>TOTAL</b>	<b>\$53,783.00</b>
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Accepted By

Accepted Date



# Stockton Park

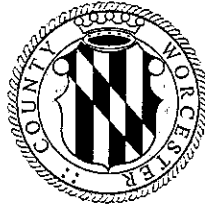
playground

MD | DC | VA | WV  
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COUNTY COMMISSIONERS

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CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

## Worcester County

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

August 22, 2018

**FAXED**  
8/22/18 @ 9:14 am

TO: *The Daily Times* Group and *Ocean City Today* Group  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*.

Please print the attached Request for Proposals in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on August 30, 2018. Thanks.

### REQUEST FOR PROPOSALS

#### Design, Supply and Installation of Playground Equipment at Stockton Park Worcester County, Maryland

The Worcester County Commissioners are currently accepting proposals for the design, supply and installation of playground equipment at Stockton Park, 5520 Hurley Road, Stockton, Maryland 21864 for the Worcester County Recreation and Parks Department. Proposal specification packages and proposal forms are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online at [www.co.worcester.md.us](http://www.co.worcester.md.us) under the "Bids" drop-down menu in the lower right hand side of the home page, or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. While a formal pre-proposal meeting will not be held, it is strongly suggested that interested vendors visit the site prior to submitting their proposal. Tours may be coordinated by contacting Bill Rodriguez, Parks Superintendent, at 443-614-2152. **Sealed proposals will be accepted until 1:00 PM, Monday, September 24, 2018** in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Proposal for Stockton Park Playground Equipment**" in the lower left-hand corner. After opening, proposals will be forwarded to the Recreation and Parks Department for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the proposal, the Commissioners reserve the right to reject any and all proposals, waive formalities, informalities and technicalities therein, and to take whatever proposal they determine to be in the best interest of the County considering lowest or best proposal, quality of goods and work, time of delivery or completion, responsibility of vendors being considered, previous experience of vendors with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Bill Rodriguez, Parks Superintendent, at 443-614-2152, or Tom Perlozzo, Director, at 410-632-2144.

*Citizens and Government Working Together*

**WORCESTER COUNTY DEPARTMENT OF RECREATION & PARKS  
REQUEST FOR PROPOSALS – STOCKTON PARK PLAYGROUND**

**INSTRUCTIONS**

**TAXES**

- The County is exempt from all Federal and State taxes. Bidders' prices shall reflect the same.

**SCOPE OF WORK**

- A formal pre-bid meeting is not recommended; however, all interested parties should be required to visit the site prior to submitting a proposal. A tour of the site may be arranged by contacting Bill Rodriguez, Parks Superintendent, at 443-614-2152 or Tom Perlozzo, Department Director, at 410-632-2144, ext.
- The successful bidder will design, supply, and install the piece or pieces of playground equipment, including safety surfacing, which meet or exceed the U.S. Consumer Product Safety Commissions (CPSC) Guidelines for Public Playgrounds and the American Society for Testing and Materials (ASTM) standards and be certified by the International Play Equipment Manufacturers Association (IPEMA).
- The playgrounds shall be located in Stockton Park, 5520 Hursley Road, Stockton, Maryland 21864.
- There shall be one composite/modular playground system to accommodate "school age" children 5 - 12 years old. The layout of the playground is contingent upon the design of the successful proposer; however, the playground, including safety zones, must fit within a 92' x 32' rectangular area.
- An existing two bay/four swing, swing structure shall be repurposed and reinstalled at a height of 8' into the play area.
- Signs shall be installed at the main access of the playground stating age appropriateness and safety rules for the playground. Specific wording shall include the phrase "ADULT SUPERVISION IS REQUIRED" within the content of this sign. All signage must be approved by the Department of Recreation & Parks.
- The successful proposer must repair, at the proposer's expense, any and all items damaged during installation outside of the playground area such as turf and fences. Repairs must meet the Department of Recreation & Parks' standards. This includes seeding and mulching of all disturbed areas other than the immediate perimeter of playground area. The Department of Recreation & Parks will be responsible for backfilling and seeding around the immediate outside perimeter of the playground timbers after installation is complete.
- The successful proposer shall leave area free of trash and debris at the end of each day during installation and at the completion of the installation. Trash and debris are to be disposed of at the expense of the proposer.
- The finished play areas shall be ready for use by April 15, 2019.
- Worcester County Department of Recreation & Parks will prepare site to include excavation and filling of required area to provide a level site at the proper grade. Site work will be completed after award of contract to allow department staff to consult with successful proposer to insure grade and site work meet proposer's area requirements.

**WORCESTER COUNTY DEPARTMENT OF RECREATION & PARKS  
REQUEST FOR PROPOSALS – STOCKTON PARK PLAYGROUND**

**PROPOSAL REQUIREMENTS**

- A Bid Bond is not required.
- Each proposal shall include schematic drawings showing all dimensions and elevations, product photographs and color 3-dimensional drawings depicting layout of the equipment to be provided.. Only one layout option per proposer will be accepted.
- Structure drawings must show chart listing exact number of elevated play activities, number of elevated play activities that are ADA compliant accessible by transfer, number of elevated play activities that are ADA compliant accessible by ramp, ground level activity types, and ground level activity quantity.
- The location of all signage shall be clearly represented on drawings.
- The location of the strip drains and wear mats shall be clearly represented on drawings.
- IPEMA certification shall be included for each drawing.
- The proposal shall include a list of color options for the proposed equipment.
- All product and workmanship warranties and specifications shall be included in the proposal.
- Manufacturer insurance certificate shall be included with the proposal.
- Installer insurance certificate shall be included in the proposal.
- Qualifications of manufacturer and installer shall be included in the proposal as outlined in QUALIFICATIONS section of this request for proposals.
- PROPOSAL FORM shall be completed in its entirety, signed and included with proposal.

**SPECIFICATIONS AND GUIDELINES**  
**CHILDREN AGES 5 - 12**

The following specifications and provisions shall apply to the playground design and installation:

- All equipment, including installation materials and techniques, shall meet or exceed the U.S. Consumer Product Safety Commissions (CPSC) Guidelines for Public Playgrounds and the American Society for Testing and Materials (ASTM) standards and be certified by the International Play Equipment Manufacturers Association (IPEMA). The equipment shall be for “school age” children 5 to 12 years old and accommodate users with physical disabilities requiring access to play features using transfer stations and ground components.
- All safety surfacing shall be engineered wood fiber and meet ASTM standards: ASTM F-1292 for Impact Attenuation and ASTM F-1951 for Accessibility of Surface Systems under and around playground equipment. The engineered wood fiber surfacing shall contain wear mats in high traffic areas under all swing and slide exits and one layer of a non-woven geotextile substrate between the earthen layer and the engineered wood fiber that will allow a wheel chair to move over the safety surfacing. The safety surfacing shall be provided at a thickness required by equipment design, but not be less than a minimum of 9” compacted.
- Strip drains shall be installed at a minimum of 6’ on centers.
- All materials shall be new and not used.
- All posts shall be aluminum with a minimum 5” outside diameter.
- No wood shall be used in the equipment.

**WORCESTER COUNTY DEPARTMENT OF RECREATION & PARKS  
REQUEST FOR PROPOSALS – STOCKTON PARK PLAYGROUND**

- All steel decks shall be plastic or PVC coated.
- All slides shall be molded (no stainless steel or other metal).

**SPECIFICATIONS AND GUIDELINES**  
**CHILDREN AGES 5 – 12 (continued)**

- All hardware for decks shall be stainless steel.
- All hardware shall also be tamper resistant with no protrusions or projections.
- All necessary hardware shall be provided.
- The equipment shall be handicap accessible by transfer platform or ramp so that all children may be able to interact with other users of the play structure.
- All equipment shall be suitable for use by children 5-12 years old. The area in which the 5-12 year old equipment will be placed and contains the safety zone must be contingent upon design. Both playgrounds must fit in area outlined on the SITE DRAWING, Attachment #1.
- The equipment and safety surfacing shall be enclosed with either of the following; within a double stacked 6" x 6" ACQ pressure treated timbers at the correct safety distances from the playground equipment. Bottom tier of timbers shall be anchored with a minimum ½" x 24" rebar stakes every 3' on center. Top tier shall be anchored to bottom tier with minimum 10" galvanized steel spikes every 3' on center. All joints shall be toe nailed with minimum 20D galvanized nails. Joints in bottom tier shall be overlapped with top tier. Top of borders shall be level with exposed edges to be rounded with a ½" router bit. An alternative to 'timbers' is a twelve (12) in high molded plastic border system at the correct safety distances from the playground equipment and secured with thirty (30) inch minimum vertical spikes.

**QUALIFICATIONS**

- Proposers must render a statement with the submission of their proposal indicating their ability and expertise in designing and installing playgrounds. Proposers shall provide at least 3 references of previous clients, one of which must be located within 100 miles of Stockton, Maryland. Contact names and telephone numbers shall be included.
- A list of personnel who would actually perform the installation along with resumes must be provided. The qualifications and references of the proposer, and subcontractors if applicable, will be taken into consideration when proposals are evaluated. All playgrounds and safety surfacing shall be installed by a factory certified installer with a minimum 5 years experience. Copy of certificate shall be included.

**COMPENSATION/CONSIDERATION**

- The design, playground equipment, and installation of the playground equipment shall be provided at a cost not to exceed \$54,000.
- An owner's manual and tool kit with replacement parts must be supplied for each individual playground at the completion of the final inspection.

**WORCESTER COUNTY DEPARTMENT OF RECREATION & PARKS  
REQUEST FOR PROPOSALS – STOCKTON PARK PLAYGROUND**

- After installation is complete, a playground audit must be performed for each individual playground by a National Playground Safety Institute certified inspector. A copy of the audit form verifying a satisfactory inspection must be issued prior to final payment. The playground audit shall be the responsibility of the successful proposer.

**TERMS AND CONDITIONS**

- The County reserves the right to request clarification of information submitted and to request additional information from one or more proposer.
- If, through any cause, the proposer fails to fulfill in a timely and proper manner the obligations agreed to, the County shall have the right to terminate its contract by specifying the date of termination in a written notice to the proposer at least thirty (30) calendar days prior to the termination date. In this event, the proposer shall be entitled to just and equitable compensation for any satisfactory work completed.
- An agreement or contract resulting from acceptance of the proposal shall be on forms either supplied by, or approved by the County and shall contain, as a minimum, applicable provisions of the request for the proposal and any County requirements for agreements and contracts.
- The proposer shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

**EVALUATION**

It is the County's intent to have a panel review the sealed proposals. The panel will base their decision on the following weighted criteria:

- Quality and adherence to specifications, guidelines and cost - (30%).
- Design quality, aesthetics, and play value- (30%).
- Durability of equipment, guarantees and warranties- (25%).
- References and delivery times- (15%).

No proposal may be withdrawn for a period of sixty (60) days after the scheduled time to receive proposal. Any clarification issued will be in the form of an addendum to the proposal instructions, plan, or specifications and will be issued to all know potential bidders and placed on the County's website not later than seventy-two (72) hours prior to the time of submission of proposal.





MEMORANDUM

8

TO: Harold L. Higgins, Chief Administrative Officer  
 Kelly Shannahan, Assistant Chief Administrative Officer

FROM: Tom Perlozzo, Director of Recreation and Parks

DATE: October 3, 2018

SUBJECT: Request Permission for Request for Proposal for Public Landing Dredging Engineering Services

Please be advised that the Recreation and Parks Department is requesting permission to **“Request for Proposals for Engineering Services for the Public Landing Dredging Project.”** As you know, we have reviewed the project with MDE, the DNR and Environment Programs to complete engineering services for the following:

1. Obtaining Permits
2. Develop designs
3. Prepare Construction Documents
4. Perform services during construction
5. Supervise Placement of materials on Public Landing beach as beach nourishment

The project is funded through an existing waterway improvement grant.

**Cost Summary:**

**FY 19 Allocation:** \$80,000 approved budget in Public Landing Grants. Discussed and Approved 7/23/18 at Commissioner’s Meeting. Memo Attached.

**Account Number:** 100.1204.265.7180

**Staff Estimate:** \$TBD

**Grant:** Waterway Improvement. **100% Reimbursement**

Please find attached for your review and approval the Notice to Bidders, RFP and Bid Form. Should you have any questions, please feel free to contact me at your earliest convenience.

Attachments

cc: William Rodriguez  
 David Bradford  
 John Tustin

**PUBLIC LANDING  
WORCESTER COUNTY,  
MARYLAND**



**REQUEST FOR PROPOSAL**

**\*\*\*\*\***

**ENGINEERING SERVICES**

**TO DREDGE AN ENTRANCE CHANNEL AND THE BOAT  
BASIN CHANNEL AT PUBLIC LANDING WORCESTER  
COUNTY, MD**

**COUNTY COMMISSIONERS OF WORCESTER COUNTY, MD**

**DIANA PURNELL –PRESIDENT (Election District Two)**

**MERRILL W. LOCKFAW, Jr – (Election District one)**

**JAMES “BUD” C. Church – (Election District Three)**

**THEODORE “TED” J. ELDER – (Election District Four)**

**ANTHONY “CHIP” W. BERTINO, Jr. – (Election District Five)**

**MADISON J. BUNTING, Jr. – (Election District Six)**

**JOSEPH M. MITRECIC – (Election District Seven)**

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**WORCESTER COUNTY GOVERNMENT CENTER**

**1 WEST MARKET STREET, ROOM 1103**

**SNOW HILL, MD 21863**

**(410) 632-1194**

**FAX: (410) 632-3131**

**DATE:**

**WORCESTER COUNTY PUBLIC NOTICE  
INVITATION TO BIDDERS**

**TITLE:**

**ENGINEERING SERVICES TO DREDGE AN ENTRANCE CHANNEL AND THE BOAT  
BASIN CHANNEL AT PUBLIC LANDING WORCESTER COUNTY, MD**

**BID INFORMATION:**

SEALED BIDS from QUALIFIED ENGINEERING FIRMS shall be accepted by the County Commissioners of Worcester County, MD. 1 West Market Street, Room 1103, Snow Hill, MD 21863, (410) 632-1194, as specified on the "Notice to Bidders" announcement.

THE SCOPE of work under this contract is to provide Worcester County with permits, construction plans, specifications; detailed construction cost estimates, bid documents and construction services for the dredging of the entrance channel and boat basin channel at Public Landing, Worcester County, MD in strict accordance with the solicitation documents. The work shall be completed under the direction of a professional engineering firm with a minimum of five (5) years documented experience in the design of dredging projects and marine construction related work. The work shall be completed within One Hundred Twenty (120) calendar days of Notice to Proceed.

DETAILED SCOPE OF WORK, AND OTHER DOCUMENTS for the proposal may be obtained in person, from the Worcester County Department of Recreation and Parks, located at 6030 Public Landing Road, Snow Hill, MD 21863 Phone: (410) 632-2144.

PRE-BID MEETING shall be held the week of November 12th, Public Landing, Worcester County, MD. A notification will be mailed to all potential bidders in advance.

THE COMMISSIONERS OF WORCESTER COUNTY reserve the right, without qualification, to reject or accept any or all bids, or any portions thereof, when in their reasoned judgment the general public will be better served thereby.

**COUNTY COMMISSIONERS OF WORCESTER COUNTY, MD  
1 WEST MARKET STREET  
SNOW HILL, MD 21863  
Email: [commissioners@co.worcester.md.us](mailto:commissioners@co.worcester.md.us)**

**BID FORM  
PAGE 1 of 5**

WORCESTER COUNTY BID FORM

WORCESTER COUNTY, MD  
1 WEST MARKET STREET  
SNOW HILL, MD 21863

**TITLE: ENGINEERING SERVICES TO DREDGE AN ENTRANCE CHANNEL AND  
THE BOAT BASIN CHANNEL AT PUBLIC LANDING WORCESTER COUNTY, MD**

OPENING: As Specified in the "Notice to Bidders" Announcement

Proposal of \_\_\_\_\_  
(Hereinafter called "BIDDER", organized and existing under the laws of the State of \_\_\_\_\_, doing business as (\* \_\_\_\_\_ )

BIDDER hereby submits proposal for the above titled project. Having carefully examined the qualifications and site information for the named project and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby agrees to furnish all labor, material and equipment required for complete work in strict accordance with the contract documents. BIDDER also understands that the right to delete any portion of the specification herein described is that of Worcester County, and BIDDER shall perform all other items of the contract accordingly.

BIDDER acknowledges receipt of the following addendum(s):  
\_\_\_\_\_

BIDDER hereby agrees to supply all items described in the specifications for the stipulated sum of: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )

The base bid shall be the controlling factor for determining the value of the proposal; however, the base bid shall not be the only basis for awarding the contract.

\_\_\_\_\_  
(Signature)

\* Insert " a corporation ", " a partnership ", or " an individual " as applicable

BID FORM  
Page 2 of 5

It is understood that the bid price shall remain firm for a period of ninety (90) calendar days from the bid opening date and that if the BIDDER is notified of the acceptance of this proposal within this time period, he/she agrees to execute a contract for the above stated compensation and to supply all bonds, insurance forms, workman's compensation forms, and other related or requested documents within ten (10) calendar days of the notification, and to guarantee the completion of the contract within 120 calendar days.

Affidavit I and Affidavit II are to be submitted by all BIDDERS with the forms as provided. Any additional or alternative documents called for in the contract must be submitted herewith.

\_\_\_\_\_ (License number)      \_\_\_\_\_ (Date issued)      \_\_\_\_\_ (Place issued)

Federal Employer ID number \_\_\_\_\_ or, if not an employer,  
Social Security number \_\_\_\_\_.

AFFIDAVIT I

WORCESTER COUNTY, MD  
1 WEST MARKET STREET  
SNOW HILL, MD 21863

COUNTY OF: \_\_\_\_\_

STATE OF: \_\_\_\_\_

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, \_\_\_\_\_ personally appeared and made oath in due form of the law that the Proposer herein, his Agents, servants and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with any one for and on the behalf of the Proposer, or themselves, to obtain information that would give the Proposer an unfair advantage over others, nor have they colluded with anyone for or on behalf of the Proposer, or themselves, to gain any favoritism in the award of the Contract herein.

Notary Public \_\_\_\_\_

AFFIDAVIT II

WORCESTER COUNTY, MD  
1 WEST MARKET STREET  
SNOW HILL, MD 21863

DISCLOSURE OF INTEREST BY PERSONS DOING BUSINESS WITH WORCESTER COUNTY.

The undersigned does hereby declare that no officer or employee of Worcester County, whether elected or appointed has in any manner whatsoever any interest in or has received prior to hereto or will receive subsequent hereto any benefit, monetary or material consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County in connection with the contracts, job, work, or service for the County, excepting, the receipt of dividends or corporation stock.

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

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

SUBCONTRACTOR LISTING

The following subcontractor(s) will be employed under this contract:

	TYPE OF WORK	NAME, ADDRESS, PHONE #	% WORK
1.	_____	_____	_____
	_____	_____	_____
2.	_____	_____	_____
	_____	_____	_____
3.	_____	_____	_____
	_____	_____	_____
4.	_____	_____	_____
	_____	_____	_____
5.	_____	_____	_____
	_____	_____	_____

"TYPE OF WORK" not listed indicates that contractor will perform the work with his/her own forces.



## GENERAL CONDITIONS FOR ALL SEALED PROPOSALS

### **ENGINEERING SERVICES**

#### **TO DREDGE AN ENTRANCE CHANNEL AND THE BOAT BASIN CHANNEL AT PUBLIC LANDING WORCESTER COUNTY, MD**

The Commissioners of Worcester County, Maryland are seeking to obtain professional services from an engineering consultant, to design and prepare construction documents, specifications and bid package for dredging at Public Landing, Worcester County, MD.

Qualified consultants are invited to submit proposals to accomplish the scope of work hereinafter described.

#### **1.0 JOB DESCRIPTION**

- a) This proposed project shall consist of obtaining permits, develop designs, prepare construction bid documents, and perform services during construction for dredging of Public Landing Harbor & Entrance with placement of material on adjacent beach as beach nourishment. This shall be a 30' Wide channel x 2,200' long, dredged to a depth of -4' mean low water (MLW, based on the 4 PK nails on the boat ramp pier +4' MLW). The channel shall begin at the public boat ramp and end past the natural -4' MLW contour in Chincoteague Bay. The dredging shall be done mechanically and placed directly on the beach or on the upland next to beach and then spread out. There are some old stones, concrete slabs, exposed filter cloth, and phragmites on the southern portion of the beach. Worcester County would like these stones, filter cloth, and phragmites removed from the beach before the new material is placed there.
- Prepare permit applications and acquire permits from Maryland Department of Environment (MDE) and US Army Corps of Engineers for dredging and dredge material placement.
  - Perform hydrographic survey of the potential dredge area for existing depths. All depths must be shown in MLW **not NAVD 88**.
  - Perform topographic survey of the beach area including the shallow water in front of the beach extending out at least 100' from the mean high water line. Must be shown in elevation at MLW **not NAVD 88**.
  - The removal of the concrete, filter cloth, and phragmites on the beach shall be incorporated into topographic survey and beach design plans.
  - Perform at least 4 core samples of the dredge material within the dredge channel area down to at least -5.0' MLW elevation (1' below the dredge design depth). These samples shall be analyzed for pollutants and grain size to determine their suitability for beach placement.

- Prepare design drawings with channel coordinates and stakeout plan for the dredge channel area. Plans of the beach placement shall show new contours of the beach accounting for all dredge material volume and allow for some additional volume.
  - Develop final dredge volume and construction cost estimate.
  - Prepare complete construction bid package with plans and specifications.
  - Submit pre-final plans (30%, 90%, 100%) and specifications to the County and DNR for review.
  - Attend one pre-bid meeting and one pre-construction meeting to assist county and contractors with project.
  - Provide construction stakeout for dredging.
  - Perform post-dredge survey of the dredge area to verify design depths were reached.
  - Perform topographic as-built survey of the beach placement area.
- b) The consultant shall provide complete construction bid packages consisting of construction drawings and specifications, instructions to bidders, general contract conditions, bid forms and other related documents for construction bidding purposes.
- c) The work shall be completed under the auspices of Worcester County in cooperation with the Maryland Department of Natural Resources, Waterway Improvement Program. Funding for the project will be provided by the State of Maryland, Department of Natural Resources, Waterway Improvement Program (DNR).
- d) The consultant shall secure Local, State and Federal regulatory permits for this project.

**2.0 DESIGN, PREPARATION OF PLANS AND SPECIFICATIONS FOR CONSTRUCTION**

- a) The Department of Natural Resources performed a bathymetric survey of the proposed dredge area on June 27, 2018 to determine for the County if there was a need to dredge. It is referenced to MLW based on a tide board located on the corner pile of the west pier at the Public Landing boat ramp. 4 PK nails are considered to be +4' MLW.
- b) A property line survey is not a part of this contract.

- c) The construction drawings shall be prepared in conformance with professional drafting practices and engineering standards. Site plans shall be plotted on a scale between 1" = 10' to 1" = 50' for clarity. Drawings shall include borders, title blocks, signature approval boxes, vicinity maps, general notes, traverse and bench mark information, scaled typical sections and details, site plans, cross sections, sediment and erosion control notes and details, and other pertinent information as required by the permitting agencies and DNR.
- d) Project specifications shall be provided by the consultant. Specifications shall include specific instructions to the contractor detailing all aspects of the proposed work. The consultant shall also incorporate standard DNR and Worcester County instructions and conditions, as well as bid proposal forms and documents.
- e) The consultant shall design, prepare, and submit construction contract documents, with all related details, for bidding and proper fulfillment of the work by a contractor in accordance with the requirements of Worcester County, State and Federal agencies.
- f) Design submittals shall be made as follows:
  - 1) Preliminary (30%)
  - 2) Pre-Final (90%)
  - 3) Final (100%)
- g) The consultant shall submit to Worcester County five (5) copies of drawings, specifications, and cost estimates at the Preliminary and Pre-Final Design phases for approval prior to proceeding to the next phase.
- h) Upon approval and the addressing of any required revisions of the Pre-Final documents (Plans, Proposal Book, and Cost Estimate), the consultant shall submit twenty (20) copies of the Final Contract Documents to Worcester County with originals, and digital (Microsoft Word and AutoCAD 2006).
- i) The consultant shall prepare a cost estimate of the planned improvements at each design submittal.

### **3.0 Permits**

Consultant shall obtain the Maryland Department of the Environment (MDE) Wetland License and the U.S. Army Corps of Engineers Permit Approvals for this project. Any modifications or addendums to these permits, as well as securing any Sediment and Erosion Control Permits. State and Local permits and other approvals for this project shall be the responsibility of the consultant. The spoil site shall be the beach area of Public Landing, Worcester County, MD. A pre-application was held on-site with MDE and they are in favor of the proposed project.

#### **4.0 POST DESIGN/CONSTRUCTION MANAGEMENT**

- a) The consultant shall assist the County in advertisement, bidding, review of bids, preparation of addenda, and recommendation of award.
- b) Attend one (1) Pre-Bid and one (1) Pre-Construction meeting and prepare minutes.
- c) Prepare work change orders, if any, for County approval.
- d) Attend progress meetings as needed. Base the proposal on attending two (2) progress meetings.
- e) Perform final inspection.
- f) Provide necessary consultations and/or field visits to answer contractor questions or interpret plans. Base the proposal on attending two (2) additional site visits.
- g) The engineer shall perform a pre-dredge and post dredge survey. All quantities shall be based on the survey. Vertical control shall be the tide board located on the corner pile of the boat ramp pier. 4 PK nails set at +4' MLW.

#### **5.0 CONTRACT PERIOD**

- a) Design Phase
  - 1) Preliminary Submission - Four (4) weeks from the Notice to Proceed.
  - 2) Pre-Final Submission – Six (6) weeks from approval of the Preliminary Submission.
  - 3) Final Submission - Three (3) weeks from approval of the Pre-Final Submission.
- b) Construction Phase - Shall coincide with County's bidding and construction schedule. The project shall have a maximum of a 120-calendar day construction time frame.
- c) The County Commissioners reserve the right to terminate the contract within thirty (30) days notice in writing, if, in the opinion of the County, the work performed by the consultant under the provisions of the contract is not satisfactory.
- d) The proposal shall include a means for amendment to extend the performance period of any project phase as required to insure continuity of engineering services. It is understood that the schedule outlined above does not include review time periods required by permitting and approval agencies. It also does not include potential delays if the construction must occur only during specific times of the year due to environmental windows. It is recognized by both

parties that the schedule may have to be adjusted and that the consultant shall have no claim for additional compensation.

## **6.0 INDEMNIFICATION**

The Engineer shall indemnify and hold harmless Worcester County, and its officials, employees and agents from and against any and all liabilities, judgments, settlements, losses, costs or charges (including attorney's fees) incurred by the County or any of its officials, employees or agents as a result of any claim, demand action or suit relating to any bodily injury (including death), loss or property damage caused by., arising out of related to or associated with any act omission or default of the engineer, its employees or subcontractors, in the performance of or in connection with , any work required contemplated or performed under the contract.

## **7.0 LIABILITY AND INSURANCE REQUIREMENTS**

- a) Worcester County shall be free and clear of any liability. The Engineer shall accept responsibility for personal injury and property damage incurred as a result of their work associated with this contract, and for damages resulting from errors or omissions in the engineering, drawings and specifications and other documents relating to the design of the project.
  
- b) Evidence of insurance shall be submitted to the County - Insurance requirements are as follows:
  - i. General Liability Insurance: Bodily injury, \$200,000 per occurrence and \$500,000.00 in the aggregate. Property damage, \$100,000.00 per occurrence and \$200,000.00 in the aggregate.
  - ii. Professional Liability Insurance: minimum coverage \$1,000,000.00
  - iii. Updated insurance certificates shall be submitted to the County during the duration of the project.

## **8.0 CONSULTANT EVALUATION AND SELECTION PROCESS**

### **A. Evaluation of qualifications**

The County shall review the qualifications of the respondents and uniformly evaluate them by an objective process, which may include the appointment of a board or committee, which to the greatest extent practical should include persons with the appropriate skills. Criteria to be considered in the evaluation of the proposals should

include:

1. Specialized experience and professional competence of the respondent and their personnel (including sub-contractors) in connection with the type of services required and the complexity of the project.
2. Past record and/or performance on contracts with the County or others including such factors as, but not limited to control of costs, quality of work, and ability to meet schedules.
3. Special consideration for small and/or minority businesses.
4. Capacity of the proposer to perform the work, including any specialized services within the time constraints, taking under consideration the current and planned workload of the respondent.
5. The familiarity of the respondent with the type of problems applicable to the project.
6. Avoidance of personnel and/or organization conflicts of interest prohibited under Federal, State, or Local law.
7. Accessibility of the respondent to County personal and telephone contact for the duration of the project.

#### B. Request for qualifications

If deemed necessary by the County an objective process shall conduct an evaluation of qualifications in order to obtain information necessary for the Town to award a contract. Additional information from the top rated proposers may be obtained by oral, telephone, and/or written interviews.

1. Information obtained in any interview shall be treated as confidential except when Federal, State, or Local law requires disclosure.
2. At no time during the procurement process shall information providing an unfair competitive advantage be conveyed to any candidate.
3. The County's evaluation of proposals shall be documented.
4. The County's evaluation of proposals shall comply with acceptable Federal and State practices for the competition and utilization of small and minority businesses.

#### C. Selection

The County's evaluation will be based on several factors, including but limited to the following:

1. The quality of work, items, or material to satisfy the minimum project needs.
2. Specialized experience and technical competence of key personnel and principals.
3. Proposed method to accomplish the work.
4. Prices quoted and consideration of other prices for the same or similar items or work.
5. The business reputations, capabilities, and responsibilities and past performances of respective firms or persons who submit proposals.

6. Delivery requirements, Capacity to perform the work within the required time limits.
7. Capability to explore, utilize and develop advanced and innovative techniques designs.

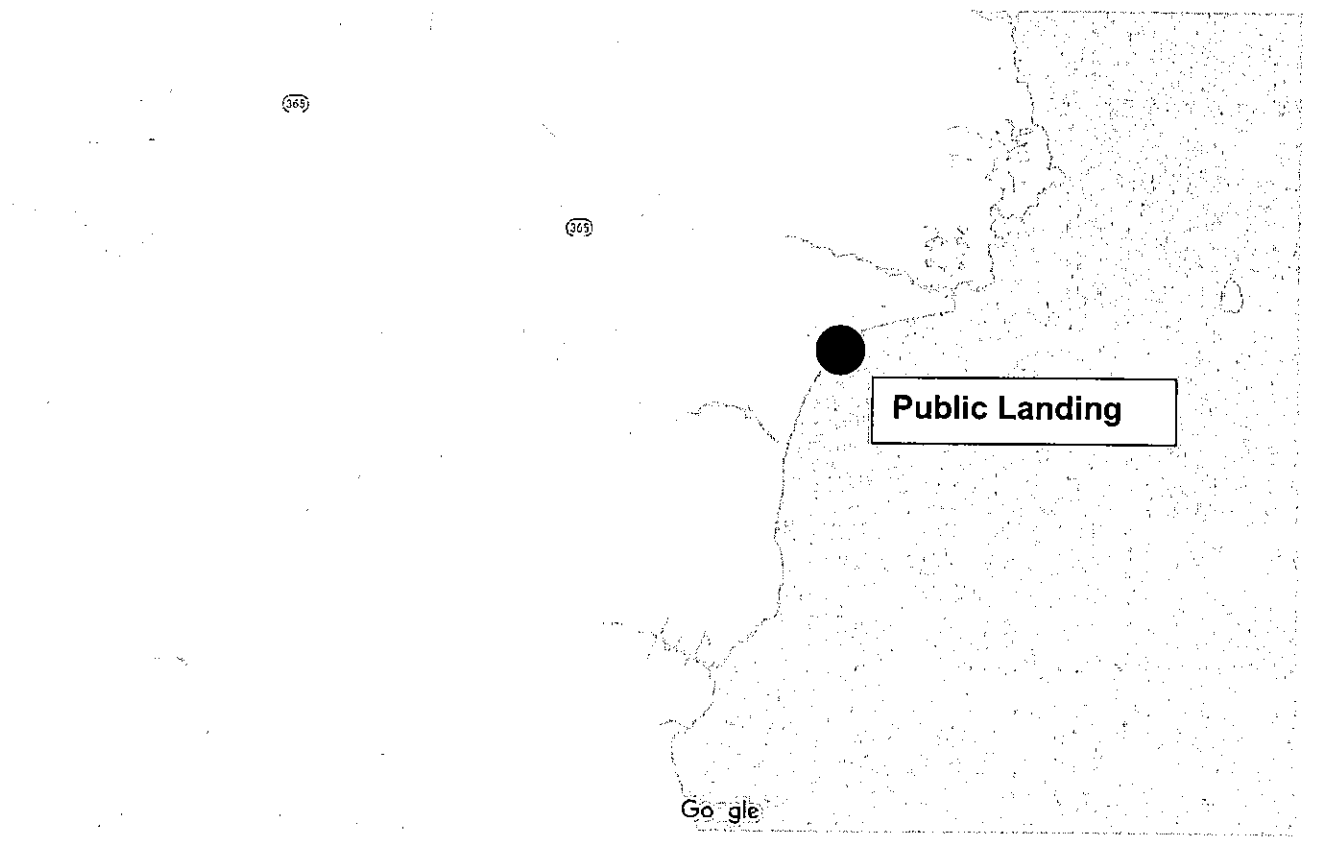
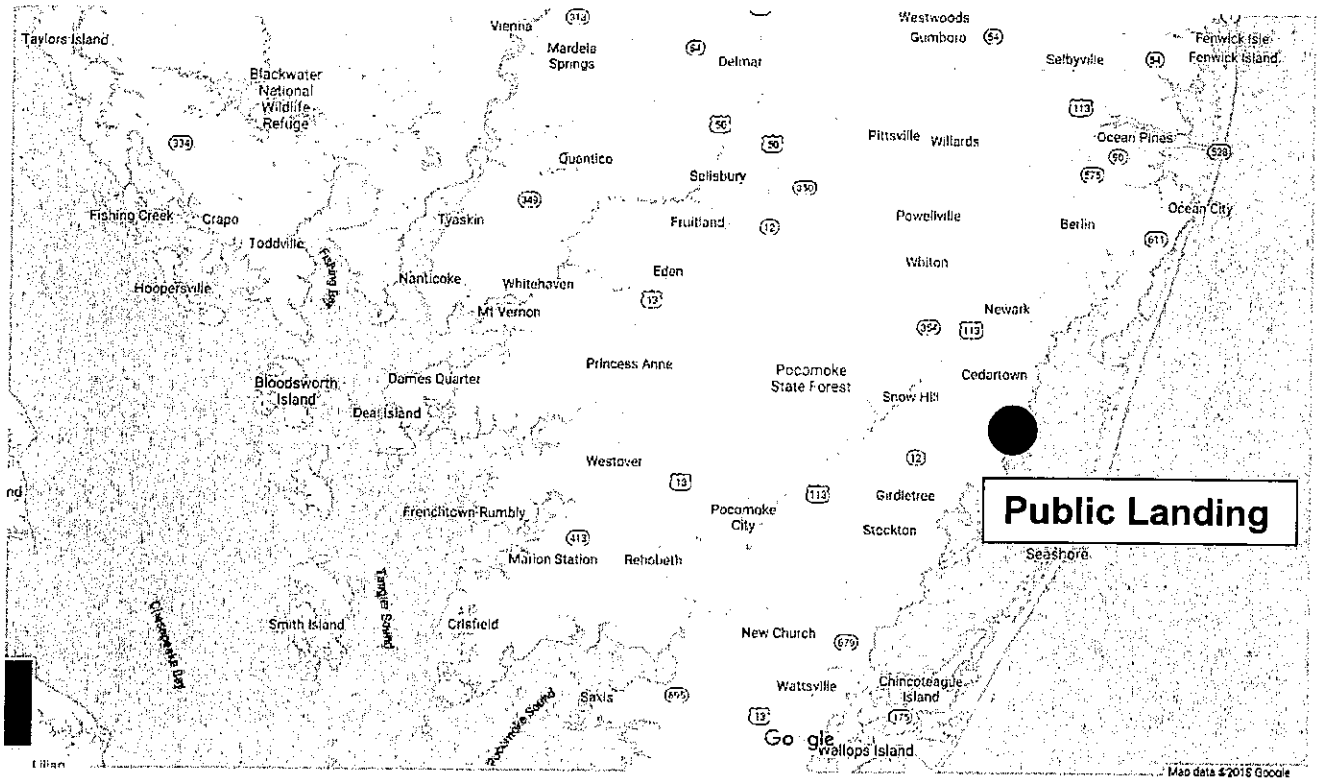
## **9.0 AWARD OF CONTRACTS**

- a) Following the approval by the County Commissioners, the County shall award all contracts in accordance with the recommendations of the County Commissioners and the review board pursuant to the review process described, if applicable, not earlier than seven (7) days after the public opening of the proposals.
- b) Any other considerations for the award will be stated on the specifications and in the proposal.

### **CONTACTS:**

Tom Perlozzo, Director of Recreation & Parks  
443-944-4022  
[tperlozzo@co.worcester.md.us](mailto:tperlozzo@co.worcester.md.us)

Bill Rodriguez, Parks Superintendent  
410-632-2144 ext. 2521  
[brodriguez@co.worcester.md.us](mailto:brodriguez@co.worcester.md.us)





# Bidders List for Engineering Contractors & Permit Expeditors

## Contractors:

### Vista Design, Inc

11634 Worcester Highway  
Showell, MD 21862  
410-352-5604

### J.W. Salm Engineering, Inc.

9842 Main Street #3  
Berlin, MD 21811  
410-641-0126

### J. Stacey Hart and Associates

PO Box 6  
Snow Hill, MD 21863  
410-390-8096  
410-430-4169(cell)

### Bayshore Marine Construction - #94043

14402 Jarvis Road – Unit 5B  
Ocean City, MD 21842  
410-726-6658

### Fisher Marine Const.- #42240

7203 Fisher Drive  
Chincoteague, VA 23336  
410-251-4223

### Just Rite Marine Struct.-#71561

9316 Carey Road  
Berlin, MD 21811  
410-641-9961

### R.G Murphy LL (Ryan Murphy)

Partner with Morgan/Ashley Group #100634  
13239 Rollie Road  
Bishopville, MD 21813  
443-497-0271

### Brittingham Construction & Landscaping, Inc #73583

8620 Saddle Creek Drive  
Berlin, MD 21811  
443-235-6446

### Davis, Bowen and Friedel, inc.

601 E. Main Street #100  
Salisbury, MD 21804  
410-543-9091

### George, Miles and Buhr, LLC

206 W. Main Street  
Salisbury, MD 21801  
410-742-3115

### Apple Marine Const. - #42319

PO Box 524  
Ocean City, MD 21843  
George Apple: 410-213-7097  
John Apple: 443-614-3164

### Boat Lifts of Ocean City-#73219

11125 St. Martins Neck Road  
Bishopville, MD 21813  
888-462-5438

### Hi-Tide Marine Const. - #67384

4505 Public Landing Wharf Road  
Snow Hill, MD 21863  
410-632-1426

### McGinty's Marine Const. -#32603

24620 Porter Mill Road  
Hebron, MD 21830  
410-250-5066

### Bay Country Marine - #72550

59 Sandyhook Road  
Berlin, MD 21811  
443-497-3648

### Blue Fin Construction - #97005

PO Box 3640  
160-120<sup>th</sup> Street #404  
Ocean City, MD 21842  
410-723-2583

**Ocean Services of Delaware - #122973**

38278 Mastiff Way  
Selbyville, DE 19775  
410-524-1518

**Somerset Paving and Marine - #19738515**

4395 Crisfield Highway  
Crisfield, MD 21817  
410-713-5658

**J & J Bulkheading, Inc. - #104853**

382464 Snow Goose Lane  
Selbyville, DE 19975  
302-4336-2800

**Permit Expeditors**

**Coastal Compliance Solutions, LLC**

PO Box 66  
Fruitland, MD 21826  
410-726-8736

**Permit Ink, LLC**

10013 Carey Road  
Berlin, MD 21811  
410-603-1397 (cell)

**Hidden Oak Farm, LLC**

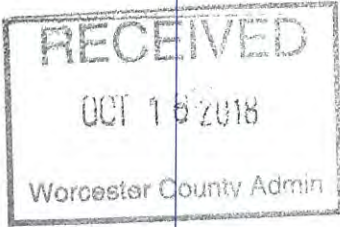
12828 Murray Road  
Whaleyville, MD 21872  
410-603-5666

**J.W. Salm Engineering, Inc**

9842 Main Street, Ste. 3  
PO Box 397  
Berlin, MD 21811  
410-614-0126

**J. Stacey Hart**

PO Box 6  
Snow Hill, MD 21863  
410-430-4169 (cell)



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

JOHN H. TUSTIN, P.E.  
DIRECTOR

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

TEL: 410-632-5623  
FAX: 410-632-1753

MEMORANDUM

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E., Director *JHT*  
**DATE:** October 12, 2018  
**SUBJECT:** Lease Agreement - Verizon at Ocean Pines

DIVISIONS

**MAINTENANCE**  
TEL: 410-632-3766  
FAX: 410-632-1753

**ROADS**  
TEL: 410-632-2244  
FAX: 410-632-0020

**SOLID WASTE**  
TEL: 410-632-3177  
FAX: 410-632-3000

**FLEET  
MANAGEMENT**  
TEL: 410-632-5675  
FAX: 410-632-1753

**WATER AND  
WASTEWATER**  
TEL: 410-641-5251  
FAX: 410-641-5185

.....  
Similar to the recently completed agreement with Verizon Wireless (Verizon) at the Newark Water Tower, attached is a proposed agreement with Verizon to lease land at the Ocean Pines Wastewater Treatment Plant for construction of a free-standing communications tower. The land proposed for the tower is a 50' X 50' area outside of the treatment plant fence and there are no plans for use of that area by the Water and Wastewater Division.

Similar to the Newark Agreement, this agreement term is for 5-years with the potential for 4 additional 5-year renewals. Verizon will pay the Ocean Pines Service Area \$24,000 annually with annual increases of 2% for the duration of the agreement.

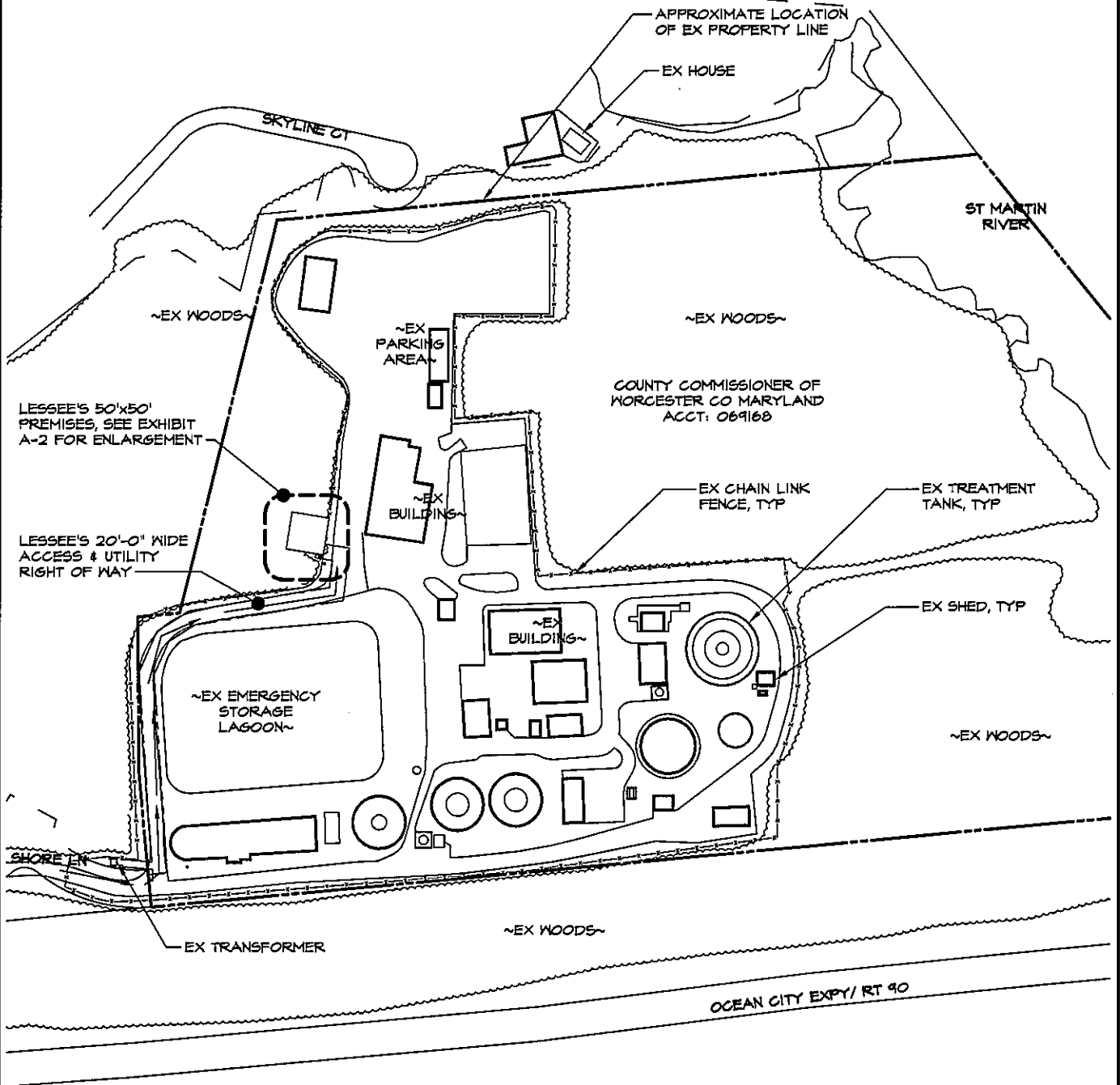
This agreement has been reviewed by the County Attorney and she is satisfied with its content.

We are requesting the County Commissioners approve the agreement as presented. If you have any questions, please contact me.

Attachments

cc: John S. Ross, P. E., Deputy Director  
Jessica Wilson, CPA, Enterprise Fund Controller

# EXHIBIT A-1



## SITE PLAN

NOT TO SCALE



MORRIS & RITCHIE ASSOCIATES, INC.  
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

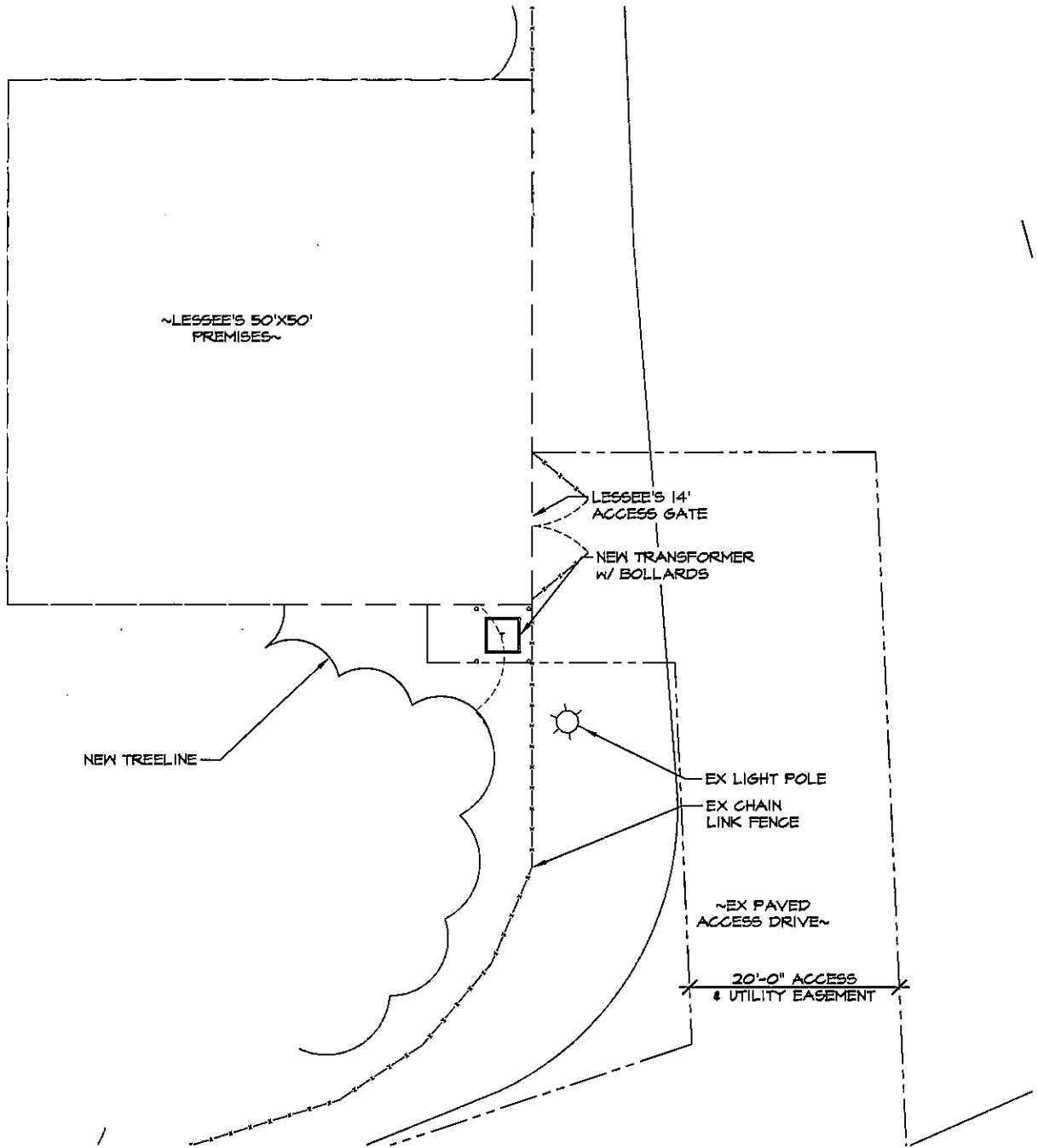
1220-C East Joppa Road, Suite 505  
Towson, Maryland 21286  
(410) 821-1690  
Fax (410) 821-1748

## OCEAN CITY EXPRESSWAY

1000 SHORE LANE  
BERLIN, MARYLAND 21811  
WORCESTER COUNTY

SCALE: AS NOTED	DATE: 06/26/18	DRAWN BY: CJS	DESIGN BY: JT	REVIEW BY: BES	JOB NO.: 10427.2386
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# EXHIBIT A-2



## COMPOUND LAYOUT

NOT TO SCALE



**MORRIS & RITCHIE ASSOCIATES, INC.**  
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

1220-C East Joppa Road, Suite 505  
Towson, Maryland 21286  
(410) 821-1690  
Fax (410) 821-1748

## OCEAN CITY EXPRESSWAY

**1000 SHORE LANE  
BERLIN, MARYLAND 21811  
WORCESTER COUNTY**

SCALE: AS NOTED	DATE: 06/26/18	DRAWN BY: CJS	DESIGN BY: JT	REVIEW BY: BES	JOB NO.: 10427.2386
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• 6N315 E. Ridgewood Drive, St. Charles, Illinois 60175 • Office: 630-549-0032 • Mobile: 410-746-0528 •  
• jeff@bel-law.com • www.bel-law.com • Licensed in IL and MD •

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October 10, 2018

**Via Federal Express**

Maureen F.L. Howarth, Esq.  
County Attorney for Worcester County, MD  
Worcester County Government Center  
One West Market Street, Room 1103  
Snow Hill, Maryland 21863

**Re: Land Lease Agreement between Worcester County (“Lessor”) and Verizon  
Wireless for Ocean Pines Water and Wastewater Property**

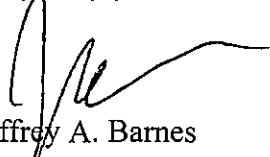
Dear Maureen:

I enclose two (2) original Lease Agreements that have been executed by Verizon Wireless. Please have both originals executed by Lessor and have one (1) fully-executed Lease Agreement returned to me.

Please call me if you have any questions or concerns.

Thank you very much for your assistance.

Very truly yours,

  
Jeffrey A. Barnes

Enclosures

cc: Ms. Amy Archuleta (w/o encls. via email)

SCANNED

Lessee Site Name: Ocean City Expressway  
Lessor Site Name: Ocean Pines Water and Wastewater Property

**Land Lease Agreement Between  
County Commissioners of Worcester County, Maryland And  
Cellco Partnership d/b/a Verizon Wireless**

**TABLE OF CONTENTS**

<b>Paragraph</b>	<b>Title</b>
1. ....	Premises
2. ....	Term
3. ....	Rent
4. ....	[INTENTIONALLY DELETED]
5. ....	Use of Premises
6. ....	Intermodulation Study
7. ....	Hold Harmless
8. ....	Installation
9. ....	Maintenance and Normal Operations
10. ....	Modification Requests
11. ....	Utilities
12. ....	Peaceful Possession
13. ....	Taxes
14. ....	Lessee's Property
15. ....	Materials and Claims
16. ....	Insurance
17. ....	[INTENTIONALLY DELETED]
18. ....	Operation of Lessor's Communications Facility
19. ....	Repairs and Restoration
20. ....	Termination
21. ....	Holding Over
22. ....	Agreement Assignment
23. ....	Binding Effect
24. ....	Severability
25. ....	Headings
26. ....	Prior Agreements
27. ....	Notices
28. ....	Waivers
29. ....	Recording
30. ....	Governing Law, Jurisdiction and Venue
31. ....	Governmental Immunity
32. ....	Third Party Beneficiary
33. ....	No Individual Liability
34. ....	Sufficient Appropriations

Exhibit A—Lessee's Premises

Lessee Site Name: Ocean City Expressway

Lessor Site Name: Ocean Pines Water and Wastewater Property

## LAND LEASE AGREEMENT

This Land Lease Agreement (the "Lease Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the County Commissioners of Worcester County, MARYLAND, with an address of, One West Market Street, Snow Hill, Maryland 21863, hereinafter referred to as "Lessor", and Celco Partnership d/b/a Verizon Wireless, with an address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "Lessee".

**WHEREAS**, the Lessee is in need of land space for a communications tower and associated communication facilities (collectively, the "Communications Facilities") at a location at which the Lessor owns property, known and designated as 1000 Shore Lane, Ocean Pines, Worcester County, Maryland (the "Property"), said Property being more particularly identified as Tax Map 16 Parcel 78, Tax Account 03-069168; and

**WHEREAS**, the Lessor has identified space on the Property for Lessee's Communications Facilities, and Lessor is willing to lease said space to the Lessee; and

**WHEREAS**, the Lessor has determined that leasing space on the Property to users who will not interfere with the Lessor's communications systems will benefit the public and the Lessor; and

**WHEREAS**, the Lessee is willing to give assurances that its use of the Property will not interfere with the Lessor's communications systems.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### 1. PREMISES:

(A) The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor that specific land area, as more particularly described in the Site Utilization Plan (also known as the "Lease Exhibits"), attached hereto as Exhibit A, which is located on the Property (the "Premises"), for the term, at the rent, and upon all of the conditions and agreements set forth herein. Lessee and its employees, agents and contractors shall also have a non-exclusive right of ingress and egress in the location of the "Right of Way" as shown on the Lease Exhibits.

(B) By taking possession of the Premises, the Lessee accepts them in the condition in which they may then be, and waives any right or claim against the Lessor arising out of the current condition of the Premises.

### 2. TERM:

(A) The initial term of this Lease Agreement shall be for a period of Five (5) years and shall commence ("Commencement Date") on the earlier of (i) April 1, 2019, or (ii) the first day of the month in which Lessee commences installation of its Communications Facilities at the Premises, and shall terminate on the date that is five (5) years thereafter. This term and any



Lessee Site Name: Ocean City Expressway

Lessor Site Name: Ocean Pines Water and Wastewater Property

renewal terms are collectively referred to herein as the "Term". If the Commencement Date is determined based on Section 2(A)(ii) [i.e., determined based on commencement of construction], then the Lessor and Lessee shall acknowledge such Commencement Date in writing (the "Commencement Date Acknowledgement") promptly after such date occurs.

- (B) The Lessee shall have the option to extend this Lease Agreement for Four (4) additional Five (5) year Terms by giving the Lessor written notice of its intention to do so at least six (6) months prior to the end of the then current Term; provided, however, that the Lessee at and up to the time of said renewal is not in default under this Lease Agreement past any applicable notice and cure period.

### **3. RENT:**

- (A) The Lessee shall pay to the Lessor the sum of Twenty Thousand Dollars (\$20,000) as rent for the twelve (12) month period, beginning on the Commencement Date. For each subsequent twelve (12) month period remaining in any Term of this Lease Agreement, rent shall be paid in an amount as calculated in Paragraph 3(B) of this Lease Agreement. All payments by the Lessee to the Lessor under Paragraph 3 of this Lease Agreement shall be referred to herein as "Rent." Rent shall be paid in advance in equal monthly installments on the first day of each month, except that the first payment of Rent shall be made within ninety (90) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, Lessee shall send to the Lessor the rental payments for January 1, February 1, March 1 and April 1 by April 1. Rent shall be made payable to the Lessor Treasurer's Office or to such other person, in such other form, or to such other place as the Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any Rent due date.
- (B) The annual rent shall increase on each anniversary of the Commencement Date by two percent (2%) over the previous year, rounded up to the nearest whole dollar, during the initial term and any extension terms.
- (C) For any party to whom rental payments are to be made, Lessor or any successor in interest of Lessor hereby agrees to provide to Lessee (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify Lessor's or such other party's right to receive rental as is reasonably requested by Lessee. Rental shall accrue in accordance with this Agreement, but Lessee may not deliver rental payments for up to 90 days after the requested documentation has been received by Lessee.

### **4. [INTENTIONALLY DELETED]**

### **5. USE OF PREMISES:**

- (A) The Lessee agrees to use the Premises solely for the purposes of construction, erection, reconstruction, operation, maintenance, repair, and removal of a Communications Facilities (collectively "Permitted Use").

Lessee Site Name: Ocean City Expressway

Lessor Site Name: Ocean Pines Water and Wastewater Property

- (B)** The Lessee agrees that its use of the Premises shall not interfere in any way, including through radio frequency interference, with any operations of the communications equipment of Lessor or the Lessor's existing tenants (collectively, "Lessor's Operation"). In the event that the Lessor believes, in the Lessor's sole judgment and opinion, that Lessee is causing any interference with the Lessor's Operations, the Lessor shall give oral notice to Lessee Network Operations Center at (800) 621-2622, and written notice of the interference to the Lessee. Immediately upon receiving notice of the interference, the Lessee shall dispatch authorized representatives to inspect and test the Lessee's Communications Facilities. The Lessor may perform, or cause to be performed, a technical evaluation to determine the cause of interference. The Lessor shall not, as a part of a technical evaluation, disconnect, terminate, or interrupt the electrical service to Communications Facilities during the six (6) hours immediately after giving notice of the interference. If, during the twelve (12) hours after the initial notice of the interference, the Lessor considers the results of any inspections or tests performed by the Lessee or any technical evaluations performed by the Lessor, and the Lessor determines that the Lessee is causing interference to the Lessor's Operation, the Lessor shall notify the Lessee of the Lessor's determination, and the Lessee shall immediately cease interfering with the Lessor's Operation. In any event, if the Lessee fails to cease its interference with the Lessor's Operation within twelve (12) hours of the initial notice of interference from the Lessor, the Lessor shall have the right to take whatever steps it deems necessary, in its sole judgment and discretion, to remedy the interference.
- (C)** For a period of thirty (30) calendar days after the Lessor determines that the Lessee caused interference and that the interference was not remedied within twelve (12) hours of the initial notice as required, the Lessee may request to remain on the Premises and perform intermittent testing of potential cures during hours specified by the Lessor. At the completion of thirty (30) calendar days after the Lessor determines that the Lessee caused interference, the Lessee shall provide the Lessor a report of the Lessee's actions and proof that the Lessee is no longer the cause of interference.
- (D)** Except for costs to repair or replace Lessee's Communications Facility damaged by the Lessor in connection with its negligence acts, if the Lessor takes action pursuant to and in accordance with this Paragraph, the Lessee shall not be entitled to recover any damages or losses from the Lessor, including lost profits and any incidental, consequential, or other damages to the Lessee.
- (E)** Lessee acknowledges to and consents to Lessor allowing other carriers or other tenants on the Property however, Lessor agrees that Lessor shall not allow any other carrier or tenant to install, construct or operate, any improvements or equipment on the Property that would cause unreasonable interference with the operation of Lessee's Communications Facilities. Lessor also agrees not to construct any new improvements on the Property that would physically block or interfere with the transmission or reception of radio frequencies by Lessee's Communications Facilities.

Lessee Site Name: Ocean City Expressway

Lessor Site Name: Ocean Pines Water and Wastewater Property

- (F) The parties acknowledge that there may not be an adequate remedy at law for noncompliance with the provisions of this Section and therefore, either party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

**6. INTERMODULATION STUDY:** Prior to the completion of the installation of the Communications Facilities, Lessee shall obtain and provide to Lessor, at Lessee's expense, an intermodulation study indicating that the operation of the Lessee's Communication Facilities will not interfere with any nearby Lessor facilities or other facilities in place prior to the installation of the Communications Facilities.

**7. HOLD HARMLESS:**

- (A) Lessee accepts the Premises in their present condition. To the extent permitted by law, Lessee agrees to indemnify, hold harmless, and defend Lessor, its officers, agents, servants, employees, contractors, subcontractors and assigns, from any and all suits, claims, demands, liabilities, damages, costs, and reasonable expenses (including legal fees), related to any death, incident, injury, property damage or lien to the extent arising from the installation, use, maintenance, repair, and removal of Lessee's Communications Facilities, except Lessee shall not hold harmless, defend and/or indemnify Lessor, its officers, agents, servants employees, contractors and subcontractors from any suit, claim, demand etc., caused by the negligence or willful misconduct of Lessor, its officers, agents, employees, contractors or subcontractors.

- (B) To the extent permitted by law, Lessee further agrees to defend any suits, claims, demands, actions, or proceedings brought against Lessor based upon any such injury, incident, death, loss, damage, from any and all fines and/or citations from any local, state, or federal agency as a result of any violation of any laws, rules, or regulations of any local, state or federal agency, caused by Lessee in its use of the Premises for the installation, operation or maintenance of its equipment. Lessee's defense obligation hereunder shall be limited to the proportion of any allocable share of any joint negligence or willful misconduct, except Lessee shall not defend Lessor, its officers, agents, servants, employees, contractors and subcontractors from any suit, claim, demand, etc., caused by the negligence or willful misconduct of Lessor, its officers, agents, employees, contractors or subcontractors.

- (C) Lessor warrants that Property meets all Federal, State and local laws and regulations. Lessor agrees to assume all risks of injury or death to its employees or workmen from any causes whatever. Lessor further agrees to indemnify and save harmless the Lessee, its officers, agents, servants, employees, assigns, contractors, and subcontractors from any and all suits, claims, demands, liability, damage, and cost or expense in respect to any and all loss of life or injury or damage to person or property of any person, firm, or corporation (including the parties hereto, their officers, agents, servants, employees, contractors and subcontractors) sustained in any manner and arising out of activities of the Lessor, its agents, employees, contractors, and subcontractors. Lessor further agrees to indemnify and save harmless the Lessee, its officers, agents, servants, employees, assigns, contractors and subcontractors from any and all fines and/or citations from any local, state, or federal agency as a result of violation of any laws, rules, or regulations of such agencies arising out of the activities of the Lessor, its agents,

Lessee Site Name: Ocean City Expressway

Lessor Site Name: Ocean Pines Water and Wastewater Property

servants, employees, contractors, or subcontractors sustained while in or about the Premises. Notwithstanding anything to the contrary contained herein, Lessor shall not hold harmless and indemnify Lessee, its officers, agents, employees, contractors and subcontractors from any suit, claim, demand, etc., arising out of the negligence or willful misconduct of Lessee, its officers, agents, employees, contractors or subcontractors.

## **8. INSTALLATION:**

(A) Lessee shall not construct more than one (1) tower structure within the Premises (the "Tower") and such Tower shall not exceed 199' AGL in height without Lessor's prior written consent. Such Tower shall follow all proper review and permit procedures for Federal, State and local approval. Subject to subsection (B) below, all other equipment, improvements and fixtures to be installed or constructed within the Premises shall be at Lessee's sole discretion provided the same are consistent with the Permitted Use and follow all proper review and permit procedures for Federal, State and local approval. Lessee's construction, erection, reconstruction, operation, maintenance, repair and removal of the Communications Facilities shall be performed in compliance with all applicable Federal, State and local laws and regulations.

(B) Prior to Lessee's initial construction and installation of its Tower structure, antenna facilities on the Tower and ground-based equipment within the Premises, Lessee shall provide Lessor with a full set of construction drawings for Lessor's approval, which approval shall not be unreasonably withheld, conditioned or delayed provided that the same comply with all applicable laws and regulations and are consistent with the terms and conditions of this Lease. If Lessor fails to grant or deny its approval within twenty (20) days after Lessee's submission, Lessor shall be deemed to have approved Lessee's construction drawings. Lessee's construction drawings approved by Lessor (or deemed approved by Lessor) are referred to herein as the "Approved Construction Drawings". Lessee's initial construction and installation shall be consistent with the Approved Construction Drawings.

After Lessee's initial construction and installation, Lessee shall not thereafter make or perform any of the following without Lessor's prior written approval (which shall not be unreasonably withheld, conditioned or delayed provided that the same comply with all applicable laws and regulations and are consistent with the terms and conditions of this Lease): (i) any structural modifications to the Tower or (ii) any alterations, modifications or additions that require disturbance to the grounds of the Premises. In no event shall Lessee be permitted to make any alterations, modifications or additions outside of the Premises without Lessor's prior approval in each instance.

During the term of this Lease, if Lessee wants to make any change or modification that requires Lessor's approval in accordance with the terms of this subsection (B), Lessee shall make its request in writing and specify in detail the proposed change or modification. Lessor will respond to any such request within thirty (30) working days of receipt, failing which Lessor's approval shall be deemed granted.

Lessee Site Name: Ocean City Expressway

Lessor Site Name: Ocean Pines Water and Wastewater Property

- (C) Prior to the Commencement Date of this Lease Agreement, with prior notice to the Lessor, the Lessee shall have access to the Property at such times as the Lessor and the Lessee mutually agree for the purposes of undertaking any necessary tests, studies, and inspections relating to the Lessee's Permitted Use of the Premises and at such times as the Lessor and the Lessee mutually agree.
- (D) In the event the Lessee is unable to utilize the Premises for the purpose stated herein, and terminates this Lease Agreement in accordance herewith, the Lessee agrees that it shall restore portions of the Premises that have been damaged, modified, or altered by or on behalf of the Lessee as nearly as possible to their original condition.
- (E) The Lessee shall, at its sole cost and expense, obtain all Federal, State, County and other permits and authorizations required to construct, operate, or otherwise implement its use of the Premises and Communications Facilities, including but not limited to, any variance, special exception, or zoning certificates. The Lessee shall provide the Lessor with copies of all permits and authorizations, and no installations or other work will be performed by the Lessee until such permits and authorizations are submitted to the Lessor.
- (F) This Lease Agreement is conditioned upon the Lessee delivering to the Lessor a Letter of Credit or a Surety Bond in the amount of Fifty Thousand Dollars (\$50,000.00) as security for removal of any of the Communications Facilities left by the Lessee and any necessary repairs or maintenance following termination of this Lease Agreement when this Lease Agreement has been signed by the Lessee and is presented to the Lessor for signatures. Such Letter of Credit or Surety Bond shall be delivered to: Attn: Director of Public Works, Department of Public Works, 6113 Timmons Rd, Snow Hill, Maryland 21863. Should the Lessee fulfill the terms of this Lease Agreement as to removal of Communications Facilities and necessary repairs and maintenance following termination of this Lease Agreement, then the Letter of Credit or Surety Bond shall be returned to the Lessee.
- (G) The Lessee shall perform all work in a good and workmanlike manner, and in such a manner as to not interfere with any aspect of Lessor's Property or the Lessor's Operation.

#### **9. MAINTENANCE AND NORMAL OPERATIONS:**

- (A) The Lessee shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week. Lessee shall notify the Department of Public Works as identified in Paragraph 27 of this Lease Agreement, of its desire and intention to perform any non-emergency maintenance on the Lessee's Communications Facilities which requires access to the Property (and therefor the Premises) at least twenty-four (24) before such work commences. Should the Lessee require immediate access to the Property for emergency repairs, the Lessee shall secure permission from the Lessor's Department of Public Works representative as identified in this Lease Agreement and Lessor can provide an emergency call number.
- (B) The Lessee shall maintain the Communications Facilities in proper operating condition and maintain the site in satisfactory condition as to appearance and safety.

Lessee Site Name: Ocean City Expressway

Lessor Site Name: Ocean Pines Water and Wastewater Property

- (C) It is the responsibility of the Lessee to maintain the leased Premises. Landscaping may be required by law and shall be complied with.
- (D) Lessee's Communications Facilities must meet applicable legal requirements with respect to the noise emitted thereby. Upon written notice from the Lessor that the Communications Facilities emits noises that violates applicable legal requirements, the Lessee shall take all steps necessary to correct and reduce the noise to satisfy applicable legal requirements. If within thirty (30) days of receipt of such notification the Lessee is unable to bring the noise to legal levels, the Lessee shall immediately remove or replace the portion of Lessee's Communications Facilities causing the noise.
- (E) The parties recognize that Lessee is only leasing a small portion of the Property and that Lessee shall not be responsible for any environmental condition or issue except to the extent resulting from Lessee's specific activities and responsibilities. In the event that Lessee encounters any hazardous substances that do not result from its activities, Lessee may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if Lessee desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, Lessor agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.
- (F) After the initial construction and installation of the Communications Facilities, Lessee (and any subtenant of Lessee) shall provide Lessor with a list of all approved employees and contractors that will be accessing the Premises on such parties' behalf, which list shall be updated by Lessee from time to time, as necessary.

**10. [INTENTIONALLY DELETED]**

**11. UTILITIES:**

- (A) Should the Lessee require electrical power, telephone, or utilities of any kind for any purpose, the Lessee shall be responsible for acquiring such utilities and for ensuring that they are separately metered from the Lessor's utilities. The Lessee shall pay all charges for all utilities used by the Lessee on the Premises directly to the utility provider.
- (B) The Lessee is solely responsible for any backup emergency power system it may require, and Lessor acknowledges and agrees that Lessee may install, operate and maintain a back-up power generator within Lessee's leased ground space.
- (C) The Lessee shall be responsible for the expansion or improvement of the utility services, under the supervision of the Lessor, should the Lessee require such expansion or improvement. The Lessee shall be responsible for the installation from the site of existing utility services to the Communications Facilities. The Lessor shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Premises and no such failure or interruption shall entitle the Lessee to terminate this Lease Agreement. At Lessee's request, Lessor shall grant Lessee or the applicable utility provider an easement

Lessee Site Name: Ocean City Expressway

Lessor Site Name: Ocean Pines Water and Wastewater Property

or right of way for any utilities required for Lessee's use of the Premises. Without limiting the foregoing, Lessee shall have the right to install, operate, maintain, repair and replace utility facilities within the "Right of Way(s)" as shown on the Lease Exhibits attached hereto.

**12. PEACEFUL POSSESSION:** The Lessor covenants that the Lessee, upon the payment of Rent and the performance of the covenants and conditions of this Lease Agreement, shall and may peaceably and quietly have, hold, and enjoy the Premises for the term of this Lease Agreement.

**13. TAXES:** The Lessee is solely responsible for any and all taxes assessed by reason of the installation by the Lessee of the Communications Facilities, which taxes shall be paid promptly by the Lessee when due.

**14. LESSEE'S PROPERTY:**

(A) The Communications Facilities placed on the Premises by the Lessee shall be and remain the property of the Lessee, and upon the termination of the Lease Agreement, the Lessee shall, enter onto the Premises and remove the Communications Facilities including fixtures (except Lessee shall not be required to remove any footers). Upon removal of the Communications Facilities by the Lessee, the Lessee agrees to repair and restore any damage caused to the Premises by the removal of the Communications Facilities. Nothing contained in this Paragraph or in this Lease Agreement shall presume or infer that the Lessee shall have or has any right to hold over; and, at such time, the Lessee shall be a tenant at sufferance. Further, the Lessee shall be subject to immediate judicial proceedings to enforce this Paragraph and all other provisions of this Lease Agreement.

(B) Subject to Paragraph (A) of this section, the Lessee shall, within thirty (30) calendar days after the expiration or other termination of this Lease Agreement, remove all of the Lessee's Communications Facilities. In the event of labor disputes, adverse weather conditions, acts of God, or any other condition beyond the reasonable control of the Lessee, which shall prevent the removal of the Communications Facilities from the Premises within the thirty (30) calendar day period, the Lessee shall be allowed an additional reasonable period of time to remove such Communications Facilities. In the event that the Lessee fails to remove any of the Communications Facilities from the Premises within thirty (30) calendar days (or additional period allowed as set forth herein), the Lessor shall have the Communications Facilities removed and disposed of at the Lessee's expense.

**15. MATERIALS AND CLAIMS:** All materials furnished for any work done on the Premises by the Lessee shall be at the Lessee's sole cost and expense. The Lessee agrees to protect the Premises and the Lessor from all claims of contractors, laborers, and materialmen claiming by, through or under Lessee.

**16. INSURANCE:** The Lessee and its contractors and subcontractors shall provide certificates of insurance prior to access of the Premises. At all times during the term of this Lease Agreement, including the time for removal of Lessee's Communications Facilities as provided for in this Lease

Lessee Site Name: Ocean City Expressway  
Lessor Site Name: Ocean Pines Water and Wastewater Property

Agreement, the Lessee shall obtain, pay all premiums for, and file with the Lessor Department of Public Works, current certificates of insurance representing:

- (A) Commercial general liability insurance with limits of \$2,000,000 for bodily injury (including death) and property damage each occurrence. Said insurance shall insure, on an occurrence basis, against liability of Lessee and its employees arising out of or in connection with the Lessee's use of the Premises, all as provided for herein. The insurance certificates shall include the County Commissioners of Worcester County, Maryland, 1 West Market Street, Snow Hill, Maryland 21863, as the certificate holder and include them as an additional insured as their interest may appear under this Lease Agreement.
- (B) Within thirty (30) days from execution of this Lease Agreement, the Lessee shall deliver to the Lessor a certificate of insurance evidencing compliance with the insurance requirements of this Lease Agreement. Such initial certificate and subsequent policies or certificates shall include the County Commissioners of Worcester County, Maryland, 1 West Market Street, Snow Hill, Maryland 21863, as the certificate holder and include the County Commissioners of Worcester County, Maryland as an additional insured as their interest may appear under this Agreement. Insurance certificates shall be delivered to: County Administration at 1 West Market Street, Snow Hill, Maryland 21863, with copies to Attn: Director of Public Works, Department of Public Works, 6113 Timmons Road, Snow Hill, Maryland 21863.
- (C) The policies required by this Lease Agreement shall be in a form reasonably satisfactory to the Lessor. Upon receipt of notice from its insurer(s) Lessee shall provide Lessor with thirty (30) calendar days written notice of any cancellation. The Lessee shall, in the event of any such cancellation notice, obtain and file with the Lessor certificates of insurance evidencing replacement of any coverage required herein within thirty (30) calendar days following receipt by Lessee of the notice of cancellation.

**17. [INTENTIONALLY DELETED]**

**18. OPERATION OF LESSOR'S EQUIPMENT:** The Lessor shall maintain and operate the Property and any equipment constituting the Lessor's Operations in compliance with all applicable regulations of the Federal Communications Commission. If the Lessee has reason to believe that the Lessor's equipment is interfering with the operation of the Lessee's Communications Facilities, the Lessee shall give oral and written notice of suspected interference to the Lessor. Within forty-eight (48) hours of receipt of such notice, the Lessor shall dispatch authorized representatives to inspect and test the Lessor's Operation and equipment. If, after a technical evaluation, the Lessor determines that the Lessor's Operation is causing interference with the operation of the Lessee's Communications Facilities, the Lessor shall promptly correct the condition which causes such interference, UNLESS the Lessor determines that the correction of the condition is not necessary to achieve compliance with Federal Communications Commission regulations and is not in the Lessor's best interest. In that event, the Lessee shall have the right to terminate the Lease Agreement, and, upon such termination by Lessee, the Lessor shall refund to the Lessee a prorated amount of Rent paid in advance.



Lessee Site Name: Ocean City Expressway

Lessor Site Name: Ocean Pines Water and Wastewater Property

#### **19. REPAIRS AND RESTORATION:**

If a fire or other casualty damages the Property or the Premises and the Lessee's Permitted Use of the Premises is impaired during the period of repair or restoration, the term of the Lease Agreement shall be extended for a period equal to the period during which the Lessee's Permitted Use was impaired (and Lessee's payments of Rent shall be abated during any period of time in which the Permitted Use is impaired). The Lessee shall have no other claim against the Lessor for any damage, including for destruction, repair, restoration, loss of use, lost profits, or other incidental or consequential damages. Upon completion of such repair or restoration, the Lessee shall promptly re-equip the Premises to a condition substantially equal to that which existed prior to the damage or destruction, if the Lessee continues its operations on the Premises. Notwithstanding anything herein to the contrary, if Lessee's Permitted Use is impaired in excess of one hundred twenty (120) days, then Lessee may terminate this Agreement by written notice to Lessor.

#### **20. TERMINATION:**

- (A) In the event that: (1) the Lessee makes proper application for any required governmental permits or approvals, including, without limitation, any variance or special exception under applicable Zoning regulations, but the application is denied, or Lessee determines that such governmental permits or approvals may not be obtained in a timely manner or (2) approval of the application is subsequently vacated by a final order of a Court of competent jurisdiction (any of which events shall hereafter be referred to as "Denial"), the Lessee may elect to terminate this Lease Agreement as provided in this Paragraph. Lessee must notify the Lessor in writing within ninety (90) calendar days of the receipt of notice of Denial that the Lessee elects to terminate this Lease Agreement. In the event the Lessee elects to terminate this Lease Agreement pursuant to this Paragraph prior to the Commencement Date, the Lessee shall not be responsible for payment of Rent due under this Lease Agreement if termination occurs prior to the Commencement Date. If termination pursuant to this Paragraph occurs on or after the Commencement Date, the Lessor shall refund to the Lessee a prorated amount of the Rent paid.
- (B) The Lessee may voluntarily terminate this Lease Agreement 60 days after written notification to the Lessor. Lessee's Communications Facilities must be removed within 60 days of written notification to Lessor Department of Public Works. Except as otherwise specifically provided in this Lease Agreement, the Lessee shall not be entitled to a refund or rebate of any portion of the Rent paid hereunder. If the Lessee ceases to use the Premises for the Permitted Use, including any approved change or modification thereto, for a period of 180 days or more, the Lessee shall remove all the Lessee's Communications Facilities as required by this Lease Agreement, and vacate the Premises. Rent as set forth in this Lease Agreement must be paid until the Lease is terminated and all of the Lessee's Communications Facilities have been removed from the Premises.
- (C) [INTENTIONALLY DELETED]

Lessee Site Name: Ocean City Expressway

Lessor Site Name: Ocean Pines Water and Wastewater Property

**(D) DEFAULT AND EFFECT OF DEFAULT:** Each of the following events shall constitute a default of this Lease Agreement by the Lessee ("Default"): (1) the Lessee's failure to pay Rent or other sums herein specified within ten (10) calendar days after receipt of written notice of said default; or (2) the Lessee's failure to perform or comply with any of the conditions or covenants of this Lease Agreement and such failure continuing for a period of thirty (30) calendar days after written notice to the Lessee (provided, however, that if due to the nature of the Default it cannot reasonably be cured within thirty (30) days and Lessee has commenced curing the same within thirty (30) days after receipt of notice of the Default from Lessor, then such cure period can be extended by written approval of Lessor to a certain date). In the event of Default, the Lessor may, at its sole discretion, provide the Lessee with thirty (30) days written notice of its intent to terminate this Lease Agreement, without prejudice to any other remedy which the Lessor might be entitled to pursue, including the Lessor's rights under this Lease Agreement to eliminate any interference caused by the Communications Facilities. No portion of Rent or the inspection fee shall be refunded in the event of a termination based on Default. Lessee shall remove all the Lessee's Communications Facilities in accordance with the terms of Section 14 of this Lease within 180 days of Lessor's written notice of termination.

**21. HOLDING OVER:** Any holding over after the expiration of the term hereof, with the consent of the Lessor, shall be construed to be a tenancy at sufferance, and, for each month or any part thereof, the Lessor shall be entitled to payment of the annual Rents (as calculated pursuant to this Lease Agreement) divided by twelve (12).

**22. AGREEMENT, ASSIGNMENT:** Except as otherwise provided herein, the Lessee shall neither sell, assign or transfer this Lease Agreement nor sublet this Lease Agreement without the prior written approval of the Lessor, which approval may be withheld in the sole and absolute subjective discretion of the Lessor. The Lessor agrees that the Lessee may assign this Lease Agreement in its entirety (and in no event, less than all of the Premises) to any entity which is parent, subsidiary or affiliate of the Lessee, controls or is controlled by or under common control with the Lessee, is merged or consolidated with the Lessee, or purchases a majority or controlling interest in the ownership or assets of the Lessee in the market defined by the FCC in which the Property is located. Notwithstanding anything to the contrary in this Lease, the Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease to any financing entity or agent on behalf of any financing entity to whom the Lessee (i) has obligations for borrowed money or in respect of guarantees thereof, or (ii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guarantees thereof, provided any such action by the Lessee shall not in any way reduce, diminish or negate any rights or interests of the Lessor under this Lease, especially the Lessee's obligations set forth in the first two sentences of this Paragraph 22. Lessee may sublet portions of the Premises and Communications Facilities to other communications providers; provided, that in connection with any such sublease, (i) Lessee or its subtenant shall provide Lessor with notice promptly upon the execution of the sublease, and (ii) prior to the construction and installation of such subtenant's facilities, the subtenant shall obtain Lessor's prior written approval of the construction drawings therefor, consistent with the terms and conditions of Section 8 of this Lease.

Lessee Site Name: Ocean City Expressway  
Lessor Site Name: Ocean Pines Water and Wastewater Property

**23. BINDING EFFECT:** All of the terms, covenants, rights, liabilities and conditions of this Lease Agreement apply to and are binding upon the respective heirs, executors, administrators, successors, and assigns of the parties.

**24. SEVERABILITY:** In the event any portion of this Lease Agreement is found to be unconstitutional, invalid, illegal, null or void, by a court of competent jurisdiction, it is the intent of the Lessor and Lessee to sever only the invalid portion or provision, and that the remainder of the Lease Agreement shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the Lease Agreement.

**25. HEADINGS:** The Paragraph captions contained in this Lease Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

**26. PRIOR AGREEMENTS:** This Lease Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease Agreement, and no agreement or understanding pertaining to any such matter shall be effective for any purpose. This Lease Agreement shall not be amended except by an agreement in writing signed by the parties hereto or their respective successors in interest.

**27. NOTICES:**

**(A)** All notices and demands required in this Lease Agreement shall be deemed duly served if sent by one party to the other party, registered or certified mail, return receipt requested, postage prepaid, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, to the address of said party set forth below or to such other address as said party may from time to time designate in writing:

LESSEE: Cellco Partnership d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

LESSOR: County Commissioners of Worcester County, Maryland  
1 West Market Street  
Snow Hill, Maryland 21863

WITH COPIES TO: Worcester County Department of Public Works  
6113 Timmons Road  
Snow Hill, Maryland 21863

CONTACTS FOR ORDINARY AND EMERGENCY ACCESS TO WATER TANK FACILITIES:  
Contact Water and Wastewater Division at (410) 641-5251.

**(B)** The Lessor's proper name for this site is "Ocean Pines Water and Wastewater Cell Site". This name must be used by Lessee on all written and verbal communication with the Lessor.

Lessee Site Name: Ocean City Expressway

Lessor Site Name: Ocean Pines Water and Wastewater Property

**28. WAIVERS:** No waiver by the Lessor of any provision of this Lease Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach of the Lessee of the same or any consent or approval shall not be deemed to render unnecessary the obtaining of the Lessor's consent to or approval of any subsequent act by the Lessee whether or not similar to the act so consented to or approved.

**29. RECORDING:** The Lessee shall not record this Lease Agreement without the written consent of the Lessor.

**30. GOVERNING LAW, JURISDICTION AND VENUE:** This Lease Agreement shall be governed by the internal laws of Maryland, without giving effect to its choice of law provisions, and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the Courts located in Worcester County, Maryland.

**31. GOVERNMENTAL IMMUNITY:** With respect to any tort claims, the Lessor and its "employees", as defined in the Local Government Tort Claims Act, §§5-301 *et seq.* of the *Courts and Judicial Proceedings Article*, do not waive their right to assert governmental immunity, do not waive their right to assert any defenses and do not waive their right to assert any limitations of liability as may be provided for by law. No provision of this Lease Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

**32. THIRD PARTY BENEFICIARY:** It is specifically agreed between the parties executing this Lease Agreement that it is not intended by any of the provisions of this Lease Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the Lessor and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Lease Agreement.

**33. NO INDIVIDUAL LIABILITY:** No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this Lease Agreement and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

**34. SUFFICIENT APPROPRIATIONS:** The Lessor's financial obligations, if any, under this Lease Agreement require sufficient appropriations and authorization being made by the Lessor for the performance of this Lease Agreement. In the event sufficient appropriations are not made for the Lessor's financial obligations under this Lease, Lessee may, at its option, (a) perform all or a portion of the Lessor's financial obligations and offset the actual amounts spent against its rent obligations hereunder (whereupon Lessee shall provide invoices for all such amounts in form and substance reasonably acceptable to the Lessor at least 30 days prior to the offset of rent), or (b) terminate this Lease Agreement upon notice to Lessor.

[signature page follows]

Lessee Site Name: Ocean City Expressway  
Lessor Site Name: Ocean Pines Water and Wastewater Property

**IN WITNESS THEREOF**, the parties hereto have caused this Lease Agreement to be duly executed as of the day and year first above written.

**WITNESS/ATTEST:**



**LESSEE:**

**Cellco Partnership d/b/a Verizon  
Wireless**

**BY:**  (SEAL)

**PRINT NAME:** Thomas O'Malley

**TITLE:** Director – Network Field Engineering

**DATE:** 10/8/14

**ATTEST:**

\_\_\_\_\_

**LESSOR:**

**County Commissioners of Worcester  
County Maryland**

**BY:** \_\_\_\_\_ (SEAL)

**PRINT NAME:** Diana Purnell

**TITLE:** President

**DATE:** \_\_\_\_\_

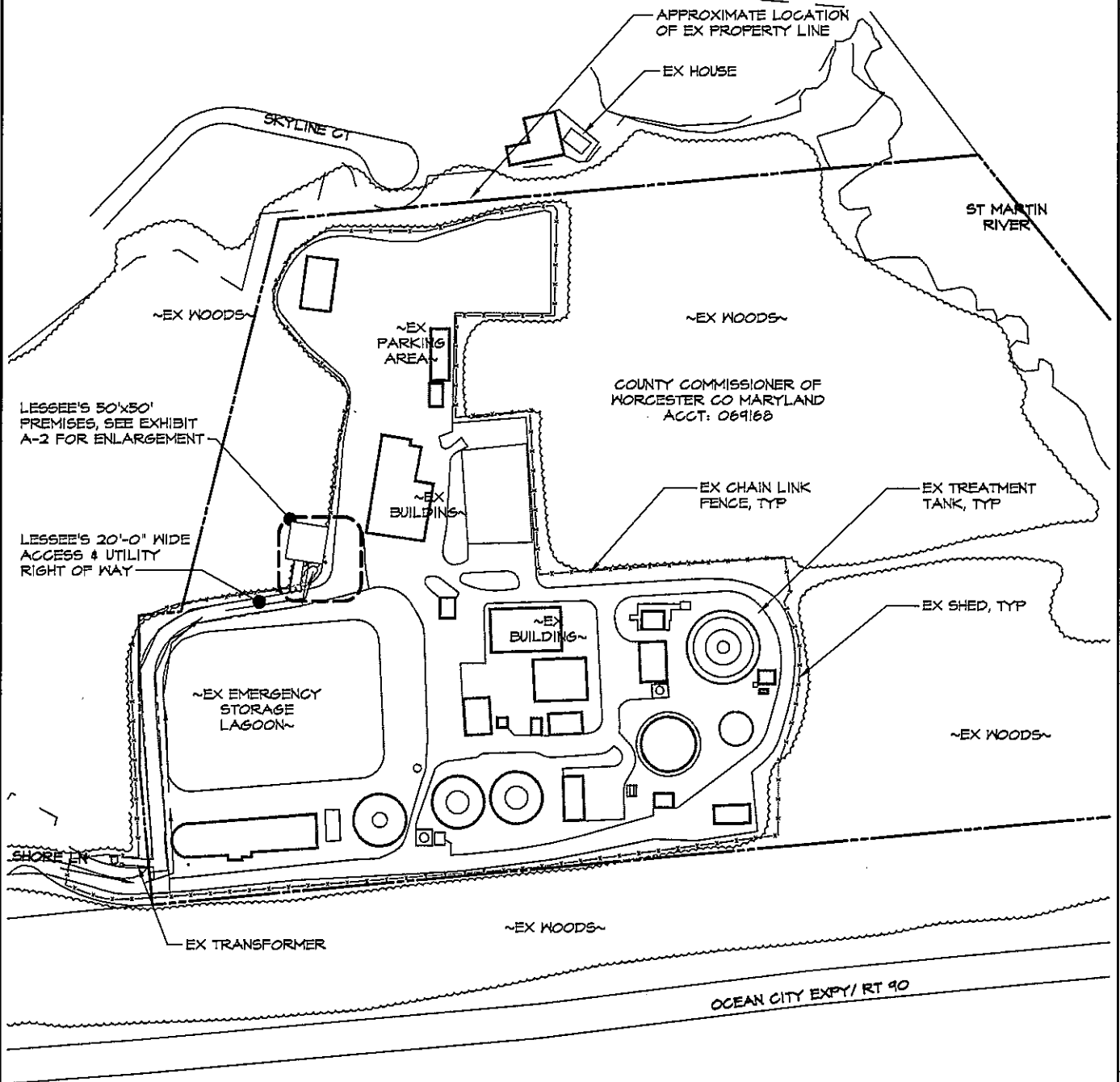
Lessee Site Name: Ocean City Expressway

Lessor Site Name: Ocean Pines Water and Wastewater Property

**EXHIBIT A**

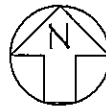
**[see attached]**

# EXHIBIT A-1



## SITE PLAN

NOT TO SCALE



**MORRIS & RITCHIE ASSOCIATES, INC.**  
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

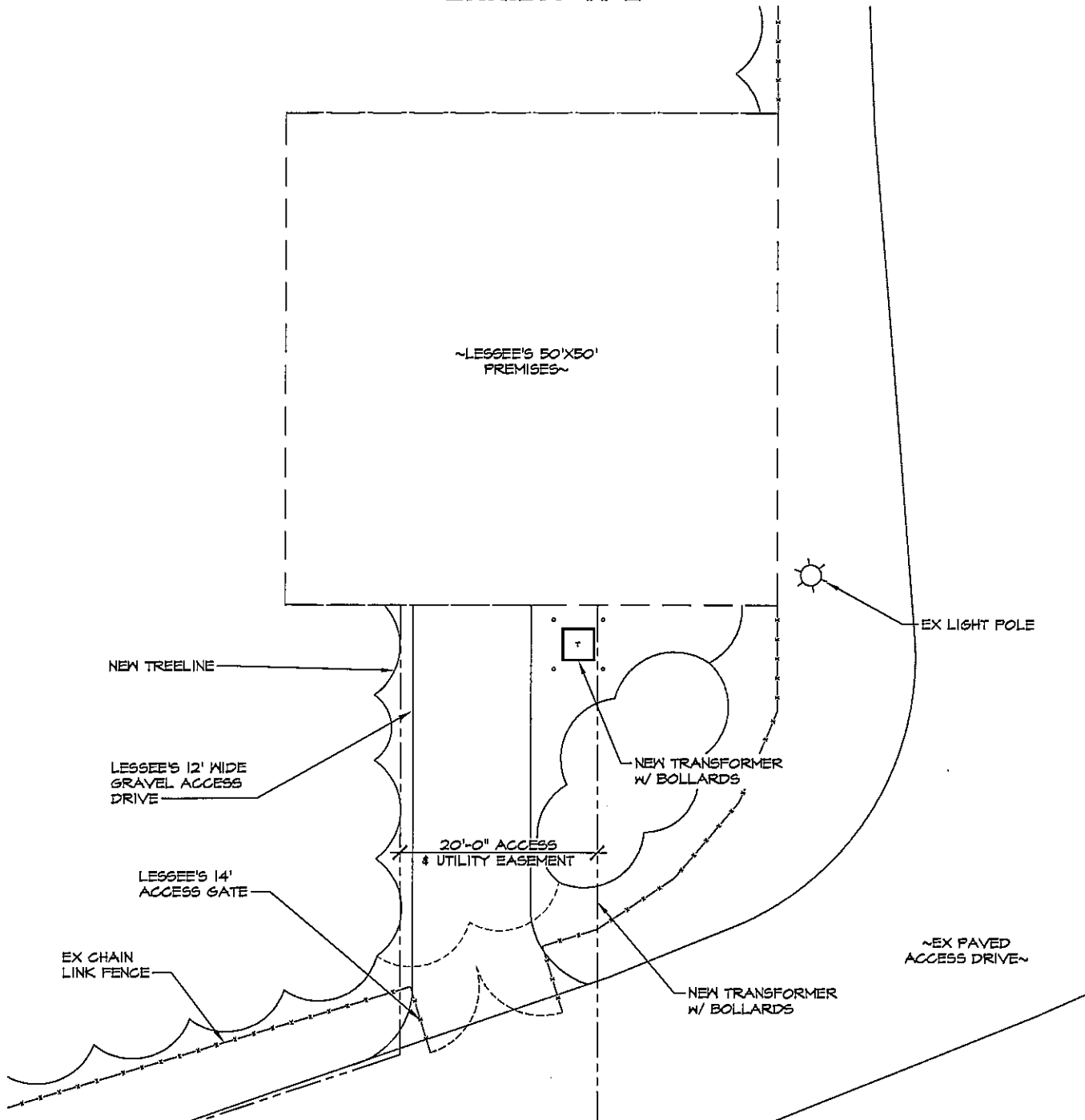
1220-C East Joppa Road, Suite 505  
Towson, Maryland 21286  
(410) 821-1690  
Fax (410) 821-1748

## OCEAN CITY EXPRESSWAY

1000 SHORE LANE  
BERLIN, MARYLAND 21811  
WORCESTER COUNTY

SCALE: AS NOTED	DATE: 05/29/18	DRAWN BY: CJS	DESIGN BY: JT	REVIEW BY: BES	JOB NO.: 10427.2386
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# EXHIBIT A-2



## COMPOUND LAYOUT

NOT TO SCALE



**MORRIS & RITCHIE ASSOCIATES, INC.**  
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

1220-C East Joppa Road, Suite 505  
Towson, Maryland 21286  
(410) 821-1690  
Fax (410) 821-1748

## OCEAN CITY EXPRESSWAY

1000 SHORE LANE  
BERLIN, MARYLAND 21811  
WORCESTER COUNTY

SCALE: AS NOTED	DATE: 05/29/18	DRAWN BY: CJS	DESIGN BY: JT	REVIEW BY: BES	JOB NO.: 10427.2386
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10

RECEIVED  
OCT 05 2018  
Worcester County Admin

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

JOHN H. TUSTIN, P.E.  
DIRECTOR

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

TEL: 410-632-5623  
FAX: 410-632-1753

MEMORANDUM

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E., Director *JHT*  
**DATE:** October 4, 2018  
**SUBJECT:** FY19 Bid Recommendation – Dump Trucks  
Department of Public Works – Roads Division

DIVISIONS

MAINTENANCE  
TEL: 410-632-3766  
FAX: 410-632-1753

ROADS  
TEL: 410-632-2244  
FAX: 410-632-0020

SOLID WASTE  
TEL: 410-632-3177  
FAX: 410-632-3000

FLEET MANAGEMENT  
TEL: 410-632-5675  
FAX: 410-632-1753

WATER AND WASTEWATER  
TEL: 410-641-5251  
FAX: 410-641-5185

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3  
13

On Monday, September 24, 2018, bids were received and opened for the purchase of two (2) new current production model dump trucks with a 10 ft. stainless steel dump body and attachments/accessories to be utilized by the Department of Public Works, Roads Division. Attached for your review and approval are copies of the two bids received. Listed below is a pricing summary of the bids received.

Vendor	Model	Total Cost Per Unit	Options Per Unit	Total Delivered Price
Baylor Inc., DBA International of Delmarva, Salisbury, MD	Int. HV507	\$132,898.00	\$84.00	\$265,964.00
Western Star Trucks of Delmarva LLC, Mardela Springs, MD	Western Star 4700SB	\$135,557.00	N/A	\$271,114.00

Upon review by the Department of Public Works, Roads Division, it was determined that both bids noted minor deviations to our specifications. These deviations exceeded our specifications and will not affect the quality or service of the vehicle; therefore, it is requested that the Commissioners approve and accept the low bid price of \$265,964 submitted by Baylor Inc., DBA International of Delmarva which includes the additional options for pre-trip inspection and alarm sound. Funding in the amount of \$310,860.00 for the purchase of (2) dump trucks is available in the current FY19 operating budget in account 100.1202.9010.010.

Should you have any questions, please do not hesitate to call me.

Attachments

cc: Frank J. Adkins

# Competitive Bid Worksheet

**Item: Purchase of Two (2) Dump Trucks with 10-foot Dump Body**

Bid Deadline/Opening Date: 1:00 P.M., Monday, September 24, 2018

Bids Received by deadline = 2

Vendor's Submitting Bids

Total Delivered Price

Make - Model

Western Star Trucks of Delmarva, LLC  
24360 Ocean Gateway  
Mardela Springs, MD 21837

271,114

Western Star 4700 SB

Baylor Inc - International of Delmarva  
2407 North Salisbury Boulevard  
Salisbury, MD 21801

\* 265,796 <sup>265,964</sup>  
plus \$168.00  
additional option

Int. HV507

\_\_\_\_\_

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\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

# BID FORM

## Worcester County Department of Public Works – Roads Division “FY19 - Purchase of Two Dump Trucks”

I/We have reviewed the specifications and provisions for furnishing/delivering two (2) current production model dump trucks with 10 ft. stainless steel dump body and attachments/accessories and understand said requirements as stated herein. I/We hereby propose to furnish and deliver the following:

**Two (2) dump trucks with 10 ft. stainless steel dump body and attachments/accessories (current production model):**

Year 2019 Make International Model HV507

Total Cost Per Unit: \$ 132,898.00

Total Bid Price including delivery: \$ 265,796.00

*If there is any specification differences please make sure to note them when submitting your bid.*

Delivery To: Department of Public Works – Roads Division  
5764 Worcester Highway, Snow Hill, MD 21863

Described unit will be delivered by: Chassis Approx. 120 Body Approx. 90  
170-230 Days From Date of Order

**BID MUST BE SIGNED AND SPECIFICATIONS MUST BE ATTACHED TO BE CONSIDERED.**

Date: 9/24/18

Signature: 

Typed Name: Mary E. Brittingham

Title: Sales Manager

Firm: Baylor Inc. dba  
International of Delmarva

Address: 2407 N. Salisbury Blvd.  
Salisbury, MD 21801

Phone: 410-546-1122

Exceeds/Clarifications/Exceptions

BID REQUEST	EXCEED/EXCEPTION	FURNISHED
Bendix TuFlo Air Compressor 13.2 CFM	EXCEEDS	Cummins 18.7 CFM
Air Tank Mtg Location	Clarification	Mtd under frame rails in front of rear Suspension hangers
2- 1300 CCA Batteries	EXCEEDS	2- <b>1900</b> CCA Batteries
ENGINE 315 HP@2000 rpm	EXCEEDS	<b>330hp</b> @ 2000 rpm
ENGINE 950lb ft torque @ 1200 rpm	EXCEEDS	<b>1000</b> lb ft torque @ 1400 rpm
Cab Interior Trim Deluxe	EXCEEDS	New Interior – Classic
Wheels Painted White	EXCEEDS	Wheels <b>Powder Coated White</b>
Body Model 300U	EXCEEDS	Model <b>403U Stainless Steel</b> Body
3/16" Hi tensile steel floor	EXCEEDS	<b>Stainless Steel</b> Floor
1 Gauge body (sides and ends)	EXCEEDS	<b>Stainless Steel</b> sides and ends
Powder Coat Paint White on Body	EXCEEDS	<b>Not Required on Stainless Steel</b> Body
Rust Proofing and Undercoat on Body	EXCEEDS	<b>Not Required on Stainless Steel</b>
Cab mtd Electric "rocker" switches	EXCEEDS	<b>Hydra Touch pad</b> system
Not requested	EXCEEDS	Hydra Touch Pad system includes <b>lines To rear for future use</b>
Exhaust aftertreatment extended warranty 60months/100,000 miles	EXCEEDS	Exhaust aftertreatment extended war 60 months/ <b>150,000</b> miles
Not requested	EXCEEDS	Muni Silver Package, 2 yr On Command Service & Parts

The bid was unclear if the desired trailer to be pulled utilizes air brakes. Per Frank Adkins, if air brake trailer, please add both of the following options and price to our bid:

Trailer connection 4 wheel w/hand control valve and tractor protection valve +\$542.00  
AND

Trailer hoses, glad hands, 4 wheel connectors, temporary mtd end of ram w/additional hose and dummy glad hands +\$523.00

**RECOMMENDATIONS/SUGGESTED NEW OPTIONS AVAILABLE FOR SAFETY**

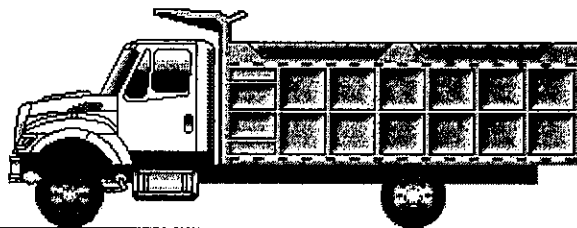
Force Wipers to slowest speed when parking brake is set	add \$26.00
Pre Trip Inspection (push button allows driver to exit cab and check all lights except backup	add \$42.00
Headlights automatically turn on when wipers turn on	add \$22.00
Alarm sounds when parking brake is not set and door is opened	add \$42.00
Heated Mirrors	add \$126.00
Heated Windshield (must have heated mirrors)	add \$529.00
Snow Type Windshield Wiper Blades	add \$30.00
Cowl Tray Lid	add \$200.00

**Prepared For:**  
 Worcester County Commiss  
 Frank Adkins  
 Room 112  
 Snow Hill, MD 21863-  
 (410)632 - 2244

**Presented By:**  
 INTL OF DELMARVA  
 Beth Brittingham  
 PO BOX 2135  
 SALISBURY MD 218022135  
 410-546-1122

Thank you for the opportunity to assist you with your new truck requirements. I look forward to working together to provide you the right truck to to exceed all expectations. Attached, you will find the specifications for your review. Please look these over closely and feel free to contact me with any questions or changes. I appreciate the opportunity to earn your business.

Sincerely,  
 Beth Brittingham  
 Sales Manager  
 INTERNATIONAL OF DELMARVA  
 EASTON TRUCK CENTER  
 (410) 310-9169



**Model Profile**  
**2019 HV507 SFA (HV507)**

<b>AXLE CONFIG:</b>	4X2
<b>MISSION:</b>	Requested GVWR: 35000. Calc. GVWR: 36220 Calc. Start / Grade Ability: 45.76% / 3.18% @ 55 MPH
<b>DIMENSION:</b>	Wheelbase: 179.00, CA: 104.00, Axle to Frame: 65.00
<b>ENGINE, DIESEL:</b>	{Cummins L9 330} EPA 2017, 330HP @ 2000 RPM, 1000 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends Gear Ratio: 5.38
<b>CAB:</b>	Conventional
<b>TIRE, FRONT:</b>	(2) 11R22.5 Load Range H FUEL MAX RSA (GOODYEAR), 497 rev/mile, 75 MPH, All-Position
<b>TIRE, REAR:</b>	(4) 11R22.5 Load Range G G622 RSD (GOODYEAR), 497 rev/mile, 75 MPH, Drive
<b>SUSPENSION, RR, SPRING, SINGLE:</b>	Vari-Rate; 23,500-lb Capacity
<b>FRAME REINFORCEMENT:</b>	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
<b>PAINT:</b>	Cab schematic 100WK Location 1: 9219, Winter White (Std)

**Description**

Base Chassis, Model HV507 SFA with 179.00 Wheelbase, 104.00 CA, and 65.00 Axle to Frame.

TOW HOOK, REAR (2)

AXLE CONFIGURATION {Navistar} 4x2

**Notes**

: Pricing may change if axle configuration is changed.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL

FRAME REINFORCEMENT Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL

BUMPER, FRONT Steel, Swept Back

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille, with Outer "C" Channel Reinforcement

WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity

SUSPENSION, FRONT, SPRING Multileaf, Shackle Type; 14,000-lb Capacity; with Shock Absorbers, for Reduced Deflection Vocational Use

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

DRAIN VALVE (Berg) with Pull Chain, for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)

AIR DRYER {Wabco System Saver 1200} with Heater

BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake

BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers

BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake

AIR COMPRESSOR {Cummins} 18.7 CFM Capacity

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

DUST SHIELDS, FRONT BRAKE for Air Brakes

DUST SHIELDS, REAR BRAKE for Air Brakes

AIR TANK LOCATION (2) : One Mounted Under Each Frame Rail, Front of Rear Suspension, Parallel to Rail

STEERING COLUMN Stationary

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR {Sheppard M100} Power

AFTERTREATMENT COVER Steel, Black

EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust

EXHAUST HEIGHT 10'

MUFFLER/TAIL PIPE GUARD (1) Non-Bright Aluminum

Description

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

ALTERNATOR {Delco Remy 28SI} Brush Type, 12 Volt 200 Amp. Capacity, Pad Mount, with Remote Voltage Sensor

BODY BUILDER WIRING Back of Standard or Sleeper Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total

2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab

RADIO AM/FM/WB/Clock/3.5MM Auxiliary Input

SPEAKERS (2) 5.25" Dual Cone Mounted in Both B-Pillars

BACK-UP ALARM Electric, 102 dBA

AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications

TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch

HORN, ELECTRIC Disc Style

BATTERY BOX Steel with Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Right Side Back of Cab

SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light

RUNNING LIGHT (2) Daytime

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

SWITCH, AUXILIARY Switch 40 amp Circuit for Customer Use; Includes Wiring Connection at PDC and Control in Cab

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

FRONT END Tilting, Fiberglass, with Three Piece Construction; for WorkStar/HV

CHASSIS COATING Corrosion Resistant E-Coat Primer Coating for Reinforced Frame Rails

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes  
: PAINT SCHEMATIC ID LETTERS "WK"  
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

**Description**

PROMOTIONAL PACKAGE Government Silver Package

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

ENGINE, DIESEL {Cummins L9 330} EPA 2017, 330HP @ 2000 RPM, 1000 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed

RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core with Internal Water to Oil Transmission Cooler and 1167 In Charge Air Cooler

AIR CLEANER Dual Element

FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2018

THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel

EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines

TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

AUTOMATIC NEUTRAL Allison WT Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks Modified for Single Input Auto Neutral

SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming

PTO LOCATION Left Side of Transmission

AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 5.38

SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity

SPRINGS, REAR AUXILIARY Multileaf; 4,500-lb Capacity

LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 15" Back of Cab

FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor

FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), with Quick Connect Outlet, Mounted Left Side, Under Cab

DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional

AIR CONDITIONER with Integral Heater & Defroster

GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster



Description

SEAT, DRIVER {National} Non-Suspension, High Back with Integral Head Rest, Vinyl, with Fixed Back

GRAB HANDLE Chrome; Towel Bar Type with Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar

SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment

MIRRORS (2) Black Heads, Brackets and Arms, 7.55" x 14.1" Flat Glass, 7.48" x 6.77" Convex Glass Both Sides

CAB INTERIOR TRIM Classic, for Day Cab

Includes

: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted

: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap

CAB REAR SUSPENSION Air Bag Type

WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors

INSTRUMENT PANEL Flat Panel

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps Per Door, for use with Regular and Extended Cabs

WHEEL, SPARE, DISC {Maxion 90541} 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted

WHEELS, FRONT {Maxion 90541} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEEL SEALS, FRONT {Stemco Voyager} Oil Lubricated Wheel Bearings ILO Standard Oil Seals

PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint

PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint

(4) TIRE, REAR 11R22.5 Load Range G G622 RSD (GOODYEAR), 497 rev/mile, 75 MPH, Drive

(2) TIRE, FRONT 11R22.5 Load Range H FUEL MAX RSA (GOODYEAR), 497 rev/mile, 75 MPH, All-Position

**Services Section:**

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

SRV CONTRACT, EXT MAJOR COMP {Navistar Prepackaged Components} To 60-Month/150,000 Miles (240,000 km), Includes Front Axle, Rear Axle, Propshaft, and Transfer Case

SRV CONTRACT; EXT CMS ENG/AFTR {Cummins} To 60-Month/150,000 Miles (240,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1 and Aftertreatment

Allison 5 year warranty

10' 403U Stainless Steel Body w/tool box, snow plow, hydraulic system, and tarp system



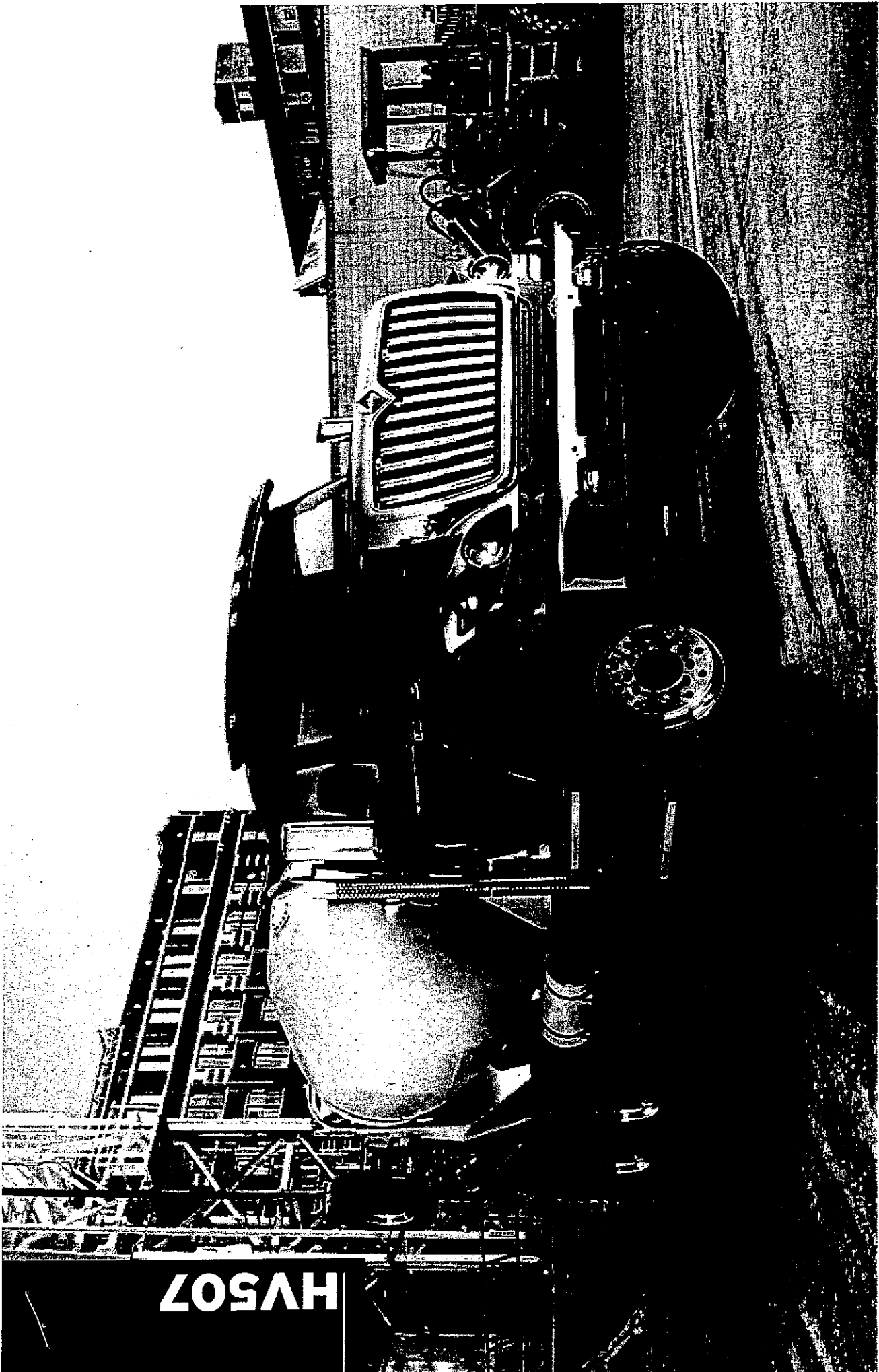
September 19, 2018

RE: Worcester County Department Public Works – Roads Division

We propose to furnish and install, at Godwin Manufacturing, Dunn NC, the equipment, on proper chassis, as follows. Chassis, to be drop shipped to Dunn, NC, and must have a 104" usable CA. Chassis to have Allison 3500 AT. Chassis must come with all proper codes for connections (such as snow plow lights).

10' 403U 30" 3/16" Stainless Steel Body and Stainless-Steel Floor  
36" SS Cab protector and 8" asphalt chute set at 30"  
Air tailgate  
Hide-A-Step with handles and body steps  
Grip strut walk rod – between standards  
Stop, Tail, Turn and Strobe in rear corner post  
(2) strobes in face and (2) strobes in sides of cab protector  
Install (3) oval lights above pintle hitch, S,T,T and back up  
PH20 Pintle hitch with D-Rings (30" from ground). This measurement to be confirmed by county/successful bidder  
Adapt chassis supplied gladhands to pintle plate  
Hydra Tarp with mesh cover  
Electric brake control with 6-Pin Plug  
7-pin plug and tow hooks  
Sealed wiring harness  
Hot shift PTO  
820SFDA-10 P22 hoist  
Hydra max touch hydraulics  
14" x 36" x 84" aluminum behind cab tool box with shelf and interior light  
Snow Plow lights  
Reinforced front bumper and GN200 plow push frame  
Good Roads 120M 10' x 36" plow  
Power angle lock  
Wrap around curb bumpers  
Moldboards end markers  
Blade shoe group  
Carbide cutting edge  
Rubber snow shield  
Steel mud guards  
Rear rubber flaps

# HV507



International's new HV507 is a heavy-duty truck designed for applications that require a compact, maneuverable truck with a powerful engine, a roomy interior and a wide range of options.

The new HV507 from International® has the uptime, productivity and safety needed to deliver on the most demanding jobs. Its standard wide-track front axle provides excellent maneuverability and its compact 107" BBC and set-forward axle configuration is ideal for weight-sensitive bridge formula applications. The HV507 features a new, roomier interior with a powerful new HVAC system and new controls that help keep drivers comfortable and productive over long hours on the job. The advanced and dependable Diamond Logic™ Electrical System offers custom, user-programmable interlocks to enhance operator safety. Whether you're restoring power following a major storm, clearing the way after a heavy snowfall or performing other key roadwork, the HV507 is a hard-working addition to your fleet.

- ▶ MUNICIPAL PLOW
- ▶ CONSTRUCTION DUMP
- ▶ BRIDGE FORMULA APPLICATIONS
- ▶ 4X4 FIRE & EMERGENCY



## KEY FEATURES:

- ▶ Heavy duty, double-sided galvanized steel cab for long-term durability
- ▶ New floor, side glass and mirror designs improve lateral visibility and workplace safety
- ▶ All-new dash designed for the driver with more space for additional rocker switches
- ▶ Available premium gauge cluster designed with driver input is customizable with virtual gauges
- ▶ Best-in-class Diamond Logic® electrical system for all applications
- ▶ Easy-access column-mounted shifter integrated with engine braking helps keep hands on the wheel
- ▶ New industry-standard J1939 electrical system architecture and improved harnessing to maximize uptime
- ▶ All-new HVAC system, designed for reliability, now includes a high-performance MAX defrost feature
- ▶ 1.5" thick super single frame rail rated up to 3.35M RBM



# 107" BBC SET-FORWARD FRONT AXLE

## GVW

- ▶ 53,000 – lbs. (4x2)
- ▶ 50,000 – lbs. (4x4)
- ▶ 68,000 – lbs. (6x4)
- ▶ 66,000 – lbs. (6x6)

## Models/BBC/BA

- ▶ 107" BBC / 32.4" BA

## Wheelbase Options

- ▶ 144 - 311"

## Axle Configurations

- ▶ 4x2
- ▶ 4x4
- ▶ 6x4
- ▶ 6x6

## Rear Axle

- ▶ SINGLE REAR AXLE (4x2)
  - Meritor
    - Single Reduction: 17,000 - 30,000 lbs.
    - Double Reduction: 26,000 - 38,000\* lbs.
    - Two-Speed: 21,000 - 23,000 lbs.
  - Dana Spicer
    - Single Reduction: 17,500 - 31,000 lbs.
    - Two-Speed: 19,000 - 23,000\* lbs.
- ▶ TANDEM REAR AXLE (6x4)
  - Meritor:
    - Single Reduction: 34,000 - 46,000 lbs.
  - Dana Spicer:
    - Single Reduction: 46,000 lbs.

## Front Axle

- Dana Spicer
  - Non-Driving: 10,000 - 20,000 lbs.
- Meritor
  - Non-Driving: 10,000 - 22,000 lbs.
  - Driving: 10,000 - 18,000 lbs.
- Febco
  - Driving: 10,000 - 20,000 lbs.

## Frames

- ▶ Heat Treated Alloy Steel 120,000 PSI
- ▶ 11.25" x .5" thick super single rail

## Front Suspension

- ▶ Spring Multileaf: 14,000 - 20,000 lbs.
- ▶ Parabolic Taperleaf: 8,000 - 22,000 lbs.

## Rear Suspension

- ▶ Chalmers: 23,000 - 46,000 lbs.
- ▶ Hendrickson
  - RT: 34,000 - 46,000 lbs.
  - HAS: 40,000 - 46,000 lbs.
  - HMX: 40,000 - 46,000 lbs.
  - PRIMAX: 20,000 - 46,000 lbs.
- ▶ Link: 46,000 lbs.

## Electrical System

- ▶ ALTERNATORS
  - Bosch: 12 Volt, 160 - 200 Amp
  - Leece-Neville: 12 Volt, 160 - 325 Amp
  - Delco Remy: 12 Volt, 165 - 240 Amp
- ▶ BATTERY SYSTEMS
  - JCI: 12 Volt 1400 - 2100 CCA
  - Fleetrite®: 12 Volt 1320 - 3800 CCA
  - Deka: 12 Volt 2775 CCA

## Exhaust System

- ▶ Single canister after-treatment device
- ▶ Frame Mounted Right Side, Back of Cab
- ▶ Short Horizontal Tailpipe

## Brakes

- ▶ Air Drum Brakes with ABS, Optional Traction Control, Optional Electronic Stability Program with Traction Control
- ▶ Air Disc Brakes

## Power Steering

- ▶ Single Power
- ▶ Dual Power on Front Axle 16,000 lbs. and Above

## Engines

- ▶ Cummins® B6.7: Up to 360\*\* hp, 800 lb.-ft. of torque
- ▶ Cummins® L9: Up to 450\*\* hp, 1250 lb.-ft. of torque

## Transmissions

- ▶ Eaton® Fuller: 6-, 10-, 13-Speed Manual
- ▶ Eaton UltraShift®: 10-Speed Automated Manual
- ▶ Eaton Fuller Advantage™ Series: 10-speed Automated Manual
- ▶ Allison: 2000, 3000 Series (HS, EVS, RDS) Automatic

## Fuel Tanks

- ▶ 40 - 120 Gallons, Single or Dual, Non-Polished or Polished Aluminum, Mounted Right or Left Side Under Cab

## Tires

- ▶ Continental, Michelin, Goodyear, Bridgestone

- \* Application Restriction
- \*\* Higher ratings limited to fire and rescue applications

Note: The information and conclusions contained herein are believed to be correct at time of publication, but do not necessarily apply to similar vehicles with different specifications or with production dates after the production of this publication. Vehicles with different specifications or later dates of production may yield different results. Vehicle specifications are subject to change without notice. TAD17026 9/2017

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**BID FORM**

**Worcester County Department of Public Works – Roads Division  
“FY19 - Purchase of Two Dump Trucks”**

I/We have reviewed the specifications and provisions for furnishing/delivering two (2) current production model dump trucks with 10 ft. stainless steel dump body and attachments/accessories and understand said requirements as stated herein. I/We hereby propose to furnish and deliver the following:

**Two (2) dump trucks with 10 ft. stainless steel dump body and attachments/accessories (current production model):**

Year 2020 Make Western Star Model 4700SB

Total Cost Per Unit: \$ 136,557.00

Total Bid Price including delivery: \$ 271,114

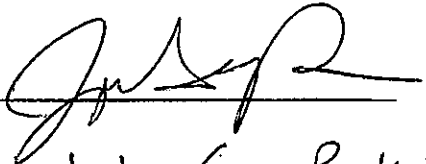
*If there is any specification differences please make sure to note them when submitting your bid.*

Delivery To: Department of Public Works – Roads Division  
5764 Worcester Highway, Snow Hill, MD 21863

Described unit will be delivered by: 7/31/2019

**BID MUST BE SIGNED AND SPECIFICATIONS MUST BE ATTACHED TO BE CONSIDERED.**

Date: 9/21/19

Signature: 

Typed Name: John Gary Pauks Jr

Title: Pres.

Firm: Western Star Trucks of Delmarva LLC

Address: 24360 Ocean Gateway  
Mardole Springs, MD 21837

Phone: 410-742-0400

*Meets or Exceeds all Specifications*

## **BID SPECIFICATIONS**

### **1. Bids**

- A. Bids should be submitted in sealed envelopes clearly marked in lower left-hand corner "Dump Truck Bid".

### **2. Late Bids**

- A. Bids should be mailed or hand-carried to be received in the Office of the County Commissioners by or before 1:00 p.m. on September 24, 2018. Bids received after the appointed time will not be considered.

### **3. Taxes**

- A. The County is exempt from all Federal and States taxes. Therefore, bidders' price should reflect the same.

### **4. Scope of Work**

- A. To supply two (2) dump trucks with a stainless steel 10 ft. dump body and attachments/accessories.
- B. Vendor is responsible for delivery of awarded vehicle to the Department of Public Works - Roads Division at 5764 Worcester Highway, Snow Hill, Maryland 21863. All paperwork will accompany vehicles, as the County will be responsible for acquiring their tags and titles.

### **5. Payment**

- A. Submit payment to the Department of Public Works – Roads Division for review and processing upon delivery of said new vehicle purchase.

### **6. Award of Contract**

- A. Bids will be opened by the Chief Administrative Officer or Assistant Chief Administrative Officer in the Office of the County Commissioners and read aloud at 1:00 p.m. on September 24, 2018.

B. The Department of Public Works shall prepare a tabulation of said bids and a recommendation to the County Commissioners at the next regular meeting of the Commissioners. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities herein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

## **7. Vehicle Specifications**

The following specifications represent two (2) cabs and chassis, **current production model**, or equivalent for Worcester County Public Works- Roads Division. Trucks are to be equipped with 10 ft. stainless steel body, tool box, electric controls/central hydraulics, pintle hitch, snow plow, tarp, and attachments.

### **Base Chassis:**

179.0" wheelbase;  
104.0" cab to axle;  
104.0" usable cab to axle;  
65.0" axle to frame.

### **Frame:**

120,000 PSI yield heat treated alloy steel frame rails;  
120,000 PSI yield frame reinforcement;  
Steel front swept back bumper;  
Frame mounted tow hooks (2) front and (2) rear;  
Chassis coating – corrosion resistant primer coating for reinforced frame rails in addition to standard procedures.

### **Front Axle and Suspension:**

I-Beam type with 14,000 lb. capacity;  
Multi-leaf front spring, shackle type with 14,000 lb. capacity;  
Shock absorbers;  
Spring pins rubber bushings, maintenance free.

### **Rear Axle and Suspension:**

23,000 lb. capacity with 200 wheel ends;  
Magnetic rear axle drain plug;  
23,500 lb. capacity vari-rate multi-leaf springs;  
4,500 lb. capacity auxiliary multi-leaf springs;  
Gear ratio: 5.38.

### **Air Brake System:**

ABS brakes;  
Dual system for straight truck applications;  
Dust shields front and rear;  
Air Compressor supply line, naturally aspirated;  
Color and size coded brakes lines;  
Automatic brake slack adjustors (front and rear);

Air tank drain valves with pull chains for air tank;  
16.5" x 5.0" S-Cam front brakes, includes 20 sq. in. long stroke brake chamber;  
16.5" x 7.0" S-Cam rear brakes, includes 30/30 sq. in. long stroke brake chamber;  
Air dryer with heater located inside left rail, back of cab;  
Bendix Tu-Flo 550 air compressor – 13.2 CFM capacity.

\*Brake system air tanks should be mounted under battery box, or within frame rails to allow as much ground clearance as possible. Should either of these locations interfere with body builder please contact Worcester County to discuss alternatives before proceeding with chassis build.

#### **Exhaust System:**

Switchback single, horizontal, aftertreatment device frame mounted outside right rail under cab, includes vertical tail pipe and guard;  
Muffler / tail pipe guard non-bright finish;  
Tail pipe (1) turnback type, non-bright, for single exhaust.

#### **Electrical System:**

12 volt standard equipment;  
(2) Maintenance free 12 volt 1300 CCA batteries; (3) 2190CCA  
Self-canceling turn signal switch;  
Day time running lights included with headlights (2);  
Headlight dimmer switch integral with turn signal lever;  
Headlights (2) sealed beam, round, with chrome plated bezels;  
Jump start stud located on positive terminal of outermost battery;  
One electric horn;  
Back-up alarm, electric;  
Turn signals, front LED includes LED side marker lights, mounted on fenders;  
12 Volt - 200 Amp alternator;  
AM/FM radio; *Weatherband*  
Two speed with wash and intermittent windshield wipers;  
Low oil pressure/high coolant temperature (light and alarm);  
Manual reset circuit breakers; *Automatic*  
Trailer auxiliary feed circuit for electric trailer brake accommodation/air trailer ABS, with 30 amp fuse and relay, controlled by ignition switch;  
2-Way radio wiring effects – wiring with 20 amp fuse protection, includes ignition wire with 5 amp fuse, wire ends heat shrink and routed to center of header console in cab;  
Auxiliary harness 3.0' for auxiliary front head lights and turn signals for front plow applications;  
Electric trailer brakes/lights accommodation package to rear of frame, for combined trailer stop, tail, turn, marker light circuits – includes electric trailer brake accommodation package with cab connections including electric brake control, wiring, and trailer socket installed;  
Switch, toggle, for work light, lighted – on instrument panel and wiring effects for customer furnished back of cab light;  
Body builder wiring back of standard cab at left frame or under extended or crew cab at left frame – includes sealed connectors for tail/amber turn/marker/backup/accessory power/ground and sealed connector for stop/turn.

#### **Front End:**

Fiberglass tilt hood and fenders;  
Mud flaps;  
Stationary grill, chrome;  
Insulation under hood for sound abatement;  
Insulation, splash panels for sound abatement.



**Paint:**

White;  
Clear coat.

**Engine:**

Inline six cylinder wet sleeve diesel engine;  
Minimum: 315 HP @2000 RPM;  
Minimum: 950 lb. ft. torque @1200 RPM;  
Electric engine shutdown;  
Spin on type oil filter;  
Engine mounted water filter;  
Engine mounted fuel filter(s);  
Block heater;  
Electronic road speed governor;  
Hand control throttle;  
Federal emission standards;  
Horton drivemaster polar extreme fan drive;  
Air cleaner dual element.

**Transmission:**

6 speed Allison 3500 RDS P;  
PTO transmission mounted constant drive;  
Transmission oil synthetic – 29 thru 42 pints;  
Automatic neutral Allison WT transmission shifts to neutral when parking brake is engaged and remains in neutral when park brake is disengaged.

**Radiator:**

Aluminum radiator cross flow with transmission air cooler;  
Deaeration system with surge tank;  
Premium rubber radiator hoses.

**Fuel Tank:**

70 gallon capacity with step, mounted left side under cab; *80 gallon*  
DEF tank – 7 gallon. *135 gallon*

**Cab:**

Black rubber floor covering;  
Conventional cab;  
Arm rest (2);  
Clearance marker lights LED, flush mounted;  
Tinted windows;  
Mirrors (2) rectangular 7.55" x 14.1" convex both sides, breakaway type with brackets and arms;  
Gauge cluster (engine oil pressure, water temperature, fuel, tachometer, voltmeter), English  
Bench seat or driver seat with two man passenger, vinyl with seatbelts;  
Air conditioner with integral heater and defroster;  
Single trumpet mounted air horn;  
Cab interior trim, deluxe;  
Grab handles (interior and exterior);  
Steps – two steps per door.

**Tires and Wheels:**

22.5 x 8.25 hub piloted, painted steel disc wheels, front and rear – 2 hand hole, 10 stud;  
11R22.5 (2) Goodyear load range H, 16 ply tires, front;  
11R22.5 (4) Goodyear load range G, 14 ply tires, rear;  
Front oil lubricated wheel bearings;  
Wheels to be painted white.

**Body and Hydraulics:**

Stainless steel body;  
10' 300U with 30" sides;  
36" cab protector;  
3/16" high tensile steel floor;  
8 gauge body (sides and ends);  
Air tailgate with dirt shedding inverted "V" on top of tailgate;  
Hide-A-Step with grab handle – passenger side;  
Adapt glad hands to pintle plate;  
Oval LED mounted on their side between frame rails on pintle plate – (2) red (1) clear;  
Dual ovals in rear corner post for (1) LED amber strobe, (1) LED red stop, tail, turn;  
Hot shift PTO;  
Bolt on rear spreader apron;  
PH20 pintle hitch mounted 30" from ground;  
Snow plow lights;  
Electric brake control with 7-pin spade plug;  
6 head strobe mounted in the cab shield;  
Sealed wiring harness;  
Reinstall rear tow hooks;  
820SFDA-10 P22 hoist;  
14"x 36"x 84" behind cab aluminum tool box – AERO or equal;  
Reinforced front bumper wrap;  
Snow plow push frame (GN200) adding gussets;  
Good Roads Model 120M 10' x 36" snow plow or equivalent;  
Power angle locking;  
Curb bumpers;  
Mold board end markers;  
Delete adjustable caster shoes;  
Rubber snow shield;  
All controls must be labeled and illuminated;  
Lines extended to rear of chassis for future spreader use (with connections);  
Hydra Tarp System with mesh tarp and wind deflector;  
Rocker switch central hydraulics;  
Rear rubber flaps;  
Steel front mud guards;  
Paint with powder coat PCTZ89107 White – to match cab. Over zinc oxide primer;  
Back up alarm;  
Rust proof and undercoat body;  
Grip strut between standards;  
Steel valve body box and valves installed outside of frame rail;  
Steel oil reservoir and sight gauge installed outside of frame rail.

\*Total overall height of vehicle including lights not to exceed 134".

**Tool Box:**

Shall be mounted behind cab;  
Aero or equal and shall be approximately 14" in height and approximately 84" wide;  
Height shall be from bottom of cab to bottom of rear window;  
Shall be constructed of .1875 thick 5454H32 aluminum;  
Tool box opening shall be at least 12" wide;  
Box shall have 3/4 plywood on floor;  
Box shall have 3/4 plywood shelf halfway up the box;  
Box shall have full height door on each side opening toward front of vehicle;  
Interior dome light with toggle switch;  
Box doors shall have automotive type seal.

*It is the purpose of these specifications to describe a bumper to frame type snow plow hitch designed for medium to large weight truck. Parts not specifically mentioned - which are necessary to provide a complete and operational unit shall be included in the bid and shall conform in strength and quality of material and workmanship to what is provided to the trade in general.*

**Two Way Power Angling Snow Plow (Good roads 120M 10 x 36 or equal):**

Mouldboard shall be formed using 10 gauge Hot Rolled Steel;  
Minimum of 8 vertical 1/2" x 3" ribs with 2 ribs at center hinge point;  
2 rows of 1/2" x 3" horizontal ribs running length of mouldboard;  
Mouldboard shall be 10 ft. wide and 36" high;  
Top of mouldboard shall be channel formed;  
Bottom of mouldboard shall have back up angle of not less than 3 1/2" x 3 1/2" x 1/2" angle gusseted;  
Sheet shall extend downward below the holes for the cutting edge;  
Mouldboard shall be equipped with a built-in snow shield of 10 gauge steel;  
Cutting edge shall be 3/4" x 6" full length with carbide insert;  
Cutting edge shall have 11/16 square holes punched and be replaceable;  
Two way power angle plow to be equipped with hydraulic cylinders, for angle operation;  
The semi-circle angle shall be rolled down 3 1/2" x 3 1/2" x 1/2" angle with a front tube of 4"x 4" x 3/8" square tube running a minimum length of 116" along the rear of the mouldboard;  
Semi-circle shall be attached to the mouldboard at five points with the outside points measuring a minimum of 116";  
Fully automatic trip device mounted on the semi-circle with heavy duty trunnion support sockets with grease fittings;  
Trip device shall consist of 2 fully enclosed trip springs with a minimum of 5/8" diameter contained in a 6" OD 10 gauge tubular housing;  
Recoil springs shall also be provided on the spring rod to cushion return action;  
Push frame members shall be 4" x 13.8 lb. ship channels and connected by means of an equalizer bar at the end with front bumper wrap reinforcement over OEM bumper or equal to include front tow hooks. Chassis dealer to supply all required wiring codes to be used by body outfitter;  
Drive bar ears shall be a minimum of 1 1/2" thick, 21" apart with holes drilled to accommodate 1 1/4" drive pins;  
Drive pins shall be 1 1/4" with painted ends and fabricated of heat-treated, hardened steel;  
Pin locking mechanism shall be provided to hold snow plow in a set position;  
Length of push frame from mouldboard attaching point to the truck hitch attaching point shall be 36" and shall allow sufficient bumper clearance at 42 degrees left and right;  
Mouldboard to have curb bumpers;  
Mouldboard end markers shall extend 28" and be of high visibility;  
Mouldboard shoes #62100352 Goodroads are required or equal;

Driving lights shall be impact resistant polycarbonate housing, rectangular in design with a quartz Halogen beam, part of fender mount;  
Lights shall have integrated turn signal and parking lamp;  
Lights to be mounted on fenders of truck;  
Unit is to be painted Tangerine;  
Hydraulic lift cylinder shall be 4" bore x 10" stroke with chrome plated rod and minimum 2000 PSI working pressure;  
Unit to be equipped with snow shield assembly.

*The **Hydraulic System** described herein is to supply power to operate the dump body hoist cylinder, snow plow, lifting cylinder, power angling, spreader spinner and auger functions. The system shall permit completely independent, yet simultaneous operation of the dump body hoist and spreader. The hydraulic system shall return fluid back to the reservoir when all circuits are "OFF".*

**Hydraulic System:**

Hydraulic/Hot Shift PTO with direct mount flange and P22 commercial pump;  
Pump inlet suction shall not exceed five (5) inches mercury vacuum at start-up and positive pressure on inlet not to exceed 5 PSI during normal operation;  
Main system bank control valve shall have 6 bank electric solenoid controlled valves;  
Spreader On and Off valve "A" will direct flow of oil to dual flow control valve, must be inside cab;  
Circuit to incorporate pressure compensated flow divider;  
Regulated flow to mid inlet, excess flow to spreader unit;  
Oil split to provide 6 gallons to body and plow lift;  
Body lift circuit, Valve "B" will direct system flow to a double acting hoist cylinder. The adjustable priority flow regulator is to be pressure compensated type with by-pass port;  
Valve is to be set so that a portion of system flow will be directed to body hoist cylinder so that its speed of elevation is such that it will not affect operation of spreader;  
Relief valve back to tank is to be incorporated in the line to the rod end of the cylinder and is to be preset to cylinder manufacturer's specifications;  
Plow lift circuit Valve C will direct flow to a double acting 4" x 10" lift cylinder;  
Plow reverse circuit Valve D will direct flow to the plow reversing cylinders;  
Valve will have a motor spool to allow plow lock to engage when return to neutral position;  
Control valve shall be mounted outside the frame rails directly behind the cab in an aluminum box.  
Valve shall be controlled by cab mounted electric switches within easy reach of driver. All controls are to be labeled and illuminated;  
Oil reservoir is to be at least 30 gallon capacity - all steel construction, and mounted to chassis frame with flanges which are welded to tank and bolted to frame;  
Return filter to be 50 G.P.M. minimum and contain an electric pressure sensor and bypass circuit to activate a dash warning light when element is clogged;  
Filter shall have a 10 micron rating;  
Suction line is to have an in-tank suction strainer and shall have a 125 micron rating - a 30 P.S.I. bypass and a 2" minimum port;  
Reservoir to be equipped with a filler breather with mesh basket and chain;  
Reservoir must contain a 5" level temperature indicator;  
Reservoir to be equipped with 3/4" magnetic drain plug located at the lowest point;  
One hydraulic test point must be installed permanently in the pump discharge line at a convenient point. All connections between the test points and tester shall be of quick disconnect type. All flow, pressure and temperature of simultaneous or individual functions of the entire hydraulic system must be measured from 1 point;  
Suction line shall enter the front side of the tank a few inches off the tank bottom;

Suction line shall be a minimum of 2" I.D. and be connected through a 2" full flow ball valve directly mounted to tank;  
Suction line shall be equipped with replaceable strainer;  
Return line shall enter tank above oil level, extend to near the bottom of tank and be equipped with a replaceable automotive type 10 micron filter;  
Return line filter shall have a condition indicator gauge;  
Liquid level switch shall be provided in tank which will activate a red warning light in cab when tank level drops to ½ capacity;  
Dash mounted light to be clearly labeled;  
Reservoir tank to have sight gauge;  
Hydraulic system must totally shut down all pump flow to system when hose failure occurs;  
System shall be piped with high pressure hose long enough and pliable enough to ensure easy removal and installation;  
Hoses to be equipped with JIC swivels on each end;  
Lines equipped with quick couplers and dust caps shall extend to vehicle rear for spreader operation and to the front bumper for plow lift cylinder and plow reversing cylinder.  
Couplers on these lines shall be reversed, male-female to prevent incorrect hook-up and mounted in collector manifolds;  
Couplers shall be furnished as complete sets. In cases where the lines are not connected to equipment, the mating part of each coupler shall be furnished as on-vehicle equipment;  
Lines shall be clearly and permanently labeled at collector manifolds;  
Fittings shall be permanently attached on hoses with swivel joints located at ends of each hose assembly.

**Tarp System:**

New 22 hydraulic operated tarp system with heavy duty arms;  
Include mesh tarp, cab control operated and wind deflector.

**Warranty:**

Extended warranty - 60 months or 150,000 miles from delivery date to include engine, engine electronics, injectors, front axle, rear axle, propshaft, and transfer case;  
Extended warranty – 60 months – Allison Transmission;  
Exhaust after treatment extended warranty – 60 months or 100,000 miles.

**Miscellaneous:**

One spare disc wheel 22.5 x 8.25;  
Service Manual (Chassis);  
Operator's Manual (Chassis);  
Lineset Tickets (Chassis);  
Parts Books (Body & Hoist);  
Operator's Manual (Hydraulic System);  
Parts Manuals (Hydraulic System);  
Repair Manual (Hydraulic System);  
Parts Manual (Snow Plow);  
Successful body vender to complete and deliver back to successful chassis vender;  
**\*Title fee to be included in bids\*.**

**If there is any specification differences please make sure to note them when submitting your bid.**

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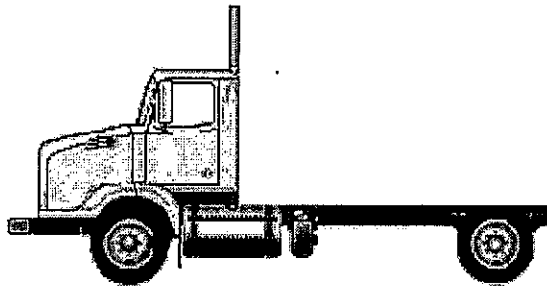
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*A proposal for*  
**Worcester County Government Center**

*Prepared by*  
**WESTERN STAR TRUCKS OF DELMARVA, LLC**  
*Joe Pieroschek*

*Sep 19, 2018*

**Western Star 4700SB**



Components shown may not reflect all spec'd options and are not to scale

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## SPECIFICATION PROPOSAL

Description	
Price Level	WESTERN STAR 4700 PRL-18T (EFF:04/14/18)
Data Version	SPECPRO21 DATA RELEASE VER 021
Vehicle Configuration	4700 SET-BACK FRONT AXLE CHASSIS 2020 MODEL YEAR SPECIFIED SET BACK AXLE - TRUCK STRAIGHT TRUCK PROVISION LH PRIMARY STEERING LOCATION
General Service	TRUCK CONFIGURATION DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES) UTILITY/REPAIR/MAINTENANCE SERVICE GOVERNMENT BUSINESS SEGMENT DIRT/SAND/ROCK COMMODITY TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS MAXIMUM 8% EXPECTED GRADE SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE WESTERN STAR VOCATIONAL WARRANTY EXPECTED FRONT AXLE(S) LOAD : 13220.0 lbs EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 36220.0 lbs
Truck Service	



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**Description**

FRONT PLOW/END DUMP BODY  
EXPECTED TRUCK BODY LENGTH : 0.0 ft

**Engine**

CUM L9 330 HP @ 2000 RPM, 2200 GOV RPM,  
1000 LB/FT @ 1400 RPM

**Electronic Parameters**

75 MPH ROAD SPEED LIMIT  
CRUISE CONTROL SPEED LIMIT SAME AS ROAD  
SPEED LIMIT  
PTO MODE BRAKE OVERRIDE - SERVICE  
BRAKE APPLIED  
PTO RPM WITH CRUISE SET SWITCH - 900 RPM  
PTO RPM WITH CRUISE RESUME SWITCH - 800  
RPM  
PTO MODE CANCEL VEHICLE SPEED - 5 MPH  
PTO GOVERNOR RAMP RATE - 250 RPM PER  
SECOND  
PTO MINIMUM RPM - 700  
REGEN INHIBIT SPEED THRESHOLD - 5 MPH

**Engine Equipment**

2016 ONBOARD DIAGNOSTICS/2010  
EPA/CARB/FINAL GHG17 CONFIGURATION  
2008 CARB EMISSION CERTIFICATION - CLEAN  
IDLE (INCLUDES 6X4 INCH LABEL ON LOWER  
FORWARD CORNER OF DRIVER DOOR)  
STANDARD OIL PAN  
ENGINE MOUNTED OIL CHECK AND FILL  
ONE PIECE VALVE COVER  
SIDE OF HOOD AIR INTAKE WITH DONALDSON  
HIGH CAPACITY AIR CLEANER WITH SAFETY  
ELEMENT, FIREWALL MOUNTED  
DR 12V 200 AMP 28-SI QUADRAMOUNT PAD  
ALTERNATOR WITH REMOTE BATTERY VOLT  
SENSE  
(3) DTNA GENUINE, AGM STARTING AND  
CYCLING, MIN 2190CCA, 570RC, THREADED  
STUD BATTERIES  
PASSENGER SEAT BATTERY BOX VENTED TO  
OUTSIDE OF CAB  
BATTERY BOX MOUNTED UNDER PASSENGER  
SEAT





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**Description**

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WIRE GROUND RETURN FOR BATTERY CABLES  
WITH ADDITIONAL FRAME GROUND RETURN  
PLASTIC BATTERY BOX COVER  
POSITIVE AND NEGATIVE POSTS FOR  
JUMPSTART LOCATED ON FRAME NEXT TO  
STARTER  
CUMMINS TURBOCHARGED 18.7 CFM AIR  
COMPRESSOR WITH INTERNAL SAFETY VALVE  
AIR COMPRESSOR DISCHARGE LINE  
ELECTRONIC ENGINE INTEGRAL SHUTDOWN  
PROTECTION SYSTEM  
CUMMINS EXHAUST BRAKE INTEGRAL WITH  
VARIABLE GEOMETRY TURBO WITH ON/OFF  
DASH SWITCH  
RH OUTBOARD UNDER STEP MOUNTED  
HORIZONTAL AFTERTREATMENT SYSTEM  
ASSEMBLY WITH RH B-PILLAR MOUNTED  
VERTICAL TAILPIPE  
ENGINE AFTERTREATMENT DEVICE,  
AUTOMATIC OVER THE ROAD REGENERATION  
AND DASH MOUNTED REGENERATION  
REQUEST SWITCH  
10 FOOT 06 INCH (126 INCH+0/-5.9 INCH)  
EXHAUST SYSTEM HEIGHT  
RH CURVED VERTICAL TAILPIPE B-PILLAR  
MOUNTED ROUTED FROM STEP  
13 GALLON DIESEL EXHAUST FLUID TANK  
100 PERCENT DIESEL EXHAUST FLUID FILL  
STANDARD DIESEL EXHAUST FLUID PUMP  
MOUNTING  
NON-POLISHED ALUMINUM DIESEL EXHAUST  
FLUID TANK COVER  
LH MEDIUM DUTY STANDARD DIESEL EXHAUST  
FLUID TANK LOCATION  
STAINLESS STEEL AFTERTREATMENT  
DEVICE/MUFFLER/TAILPIPE SHIELD  
HORTON 2-SPEED DRIVEMASTER ADVANTAGE  
POLAREXTREME FAN DRIVE  
AUTOMATIC FAN CONTROL WITHOUT DASH  
SWITCH, NON ENGINE MOUNTED  
CUMMINS SPIN ON FUEL FILTER  
COMBINATION FULL FLOW/BYPASS OIL FILTER  
1300 SQUARE INCH ALUMINUM RADIATOR



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**Description**

MOUNTING FOR FIREWALL MOUNTED SURGE  
TANK  
ANTIFREEZE TO -34F, OAT (NITRITE AND  
SILICATE FREE) EXTENDED LIFE COOLANT  
GATES BLUE STRIPE COOLANT HOSES OR  
EQUIVALENT  
CONSTANT TENSION HOSE CLAMPS FOR  
COOLANT HOSES  
RADIATOR DRAIN VALVE  
NO RADIATOR/OIL PAN GUARD  
PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK  
HEATER  
NO OIL PREHEATER  
CHROME ENGINE HEATER RECEPTACLE  
MOUNTED UNDER LH DOOR  
ALUMINUM FLYWHEEL HOUSING  
ELECTRIC GRID AIR INTAKE WARMER  
DELCO 12V 38MT HD STARTER WITH  
INTEGRATED MAGNETIC SWITCH

**Transmission**

ALLISON 3500 RDS AUTOMATIC TRANSMISSION  
WITH PTO PROVISION

**Transmission Equipment**

ALLISON VOCATIONAL PACKAGE 223 -  
AVAILABLE ON 3000/4000 PRODUCT FAMILIES  
WITH VOCATIONAL MODELS RDS, HS, MH AND  
TRV  
ALLISON VOCATIONAL RATING FOR ON/OFF  
HIGHWAY APPLICATIONS AVAILABLE WITH ALL  
PRODUCT FAMILIES  
PRIMARY MODE GEARS, LOWEST GEAR 1,  
START GEAR 1, HIGHEST GEAR 6, AVAILABLE  
FOR 3000/4000 PRODUCT FAMILIES ONLY  
SECONDARY MODE GEARS, LOWEST GEAR 1,  
START GEAR 1, HIGHEST GEAR 6, AVAILABLE  
FOR 3000/4000 PRODUCT FAMILIES ONLY  
PRIMARY SHIFT SCHEDULE RECOMMENDED BY  
DTNA AND ALLISON, THIS DEFINED BY ENGINE  
AND VOCATIONAL USAGE  
SECONDARY SHIFT SCHEDULE  
RECOMMENDED BY DTNA AND ALLISON, THIS  
DEFINED BY ENGINE AND VOCATIONAL USAGE



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---

**Description**

PRIMARY SHIFT SPEED RECOMMENDED BY  
DTNA AND ALLISON, THIS DEFINED BY ENGINE  
AND VOCATIONAL USAGE

SECONDARY SHIFT SPEED RECOMMENDED BY  
DTNA AND ALLISON, THIS DEFINED BY ENGINE  
AND VOCATIONAL USAGE

LOAD BASED SHIFT SCHEDULE AND VEHICLE  
ACCELERATION CONTROL RECOMMENDED BY  
DTNA AND ALLISON, THIS DEFINED  
VOCATIONAL USAGE

150 AMP SERVICE FOR BODY BUILDER  
INSTALLED COMPONENTS

ELECTRONIC TRANSMISSION CUSTOMER  
ACCESS CONNECTOR, BLUNT CUT, MOUNTED  
BETWEEN DRIVER AND PASSENGER SEATS

CUSTOMER INSTALLED CHELSEA 277 SERIES  
PTO

PTO MOUNTING, LH SIDE OF MAIN  
TRANSMISSION

MAGNETIC PLUGS, ENGINE DRAIN,  
TRANSMISSION DRAIN, AXLE(S) FILL AND  
DRAIN

PUSH BUTTON ELECTRONIC SHIFT CONTROL,  
DASH MOUNTED

TRANSMISSION PROGNOSTICS - ENABLED 2013

WATER TO OIL TRANSMISSION COOLER, IN  
RADIATOR END TANK

TRANSMISSION OIL CHECK AND FILL WITH  
ELECTRONIC OIL LEVEL CHECK

SYNTHETIC TRANSMISSION FLUID (TES-295  
COMPLIANT)

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**Front Axle and Equipment**

DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74  
DROP SINGLE FRONT AXLE

MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT  
BRAKES, DOUBLE ANCHOR, FABRICATED  
SHOES

NON-ASBESTOS FRONT BRAKE LINING

CONMET CAST IRON FRONT BRAKE DRUMS

FRONT BRAKE DUST SHIELDS

FRONT OIL SEALS

VENTED FRONT HUB CAPS WITH WINDOW,  
CENTER AND SIDE PLUGS - OIL

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**Description**

STANDARD SPINDLE NUTS FOR ALL AXLES  
MERITOR 5.5 INCH HANDED AUTOMATIC FRONT  
SLACK ADJUSTERS  
STANDARD KING PIN BUSHINGS  
TRW TAS-85 POWER STEERING  
POWER STEERING PUMP  
4 QUART POWER STEERING RESERVOIR  
SYNTHETIC 50W FRONT AXLE LUBE

**Front Suspension**

14,600# TAPERLEAF FRONT SUSPENSION  
MAINTENANCE FREE RUBBER BUSHINGS -  
FRONT SUSPENSION  
FRONT SHOCK ABSORBERS

**Rear Axle and Equipment**

RS-23-161 23,000# R-SERIES SINGLE REAR  
AXLE  
5.38 REAR AXLE RATIO  
IRON REAR AXLE CARRIER WITH STANDARD  
AXLE HOUSING  
MXL 17T MERITOR EXTENDED LUBE MAIN  
DRIVELINE WITH HALF ROUND YOKES  
MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR  
BRAKES, DOUBLE ANCHOR, FABRICATED  
SHOES  
NON-ASBESTOS REAR BRAKE LINING  
BRAKE CAMS AND CHAMBERS ON REAR SIDE  
OF DRIVE AXLE(S)  
CONMET CAST IRON REAR BRAKE DRUMS  
REAR BRAKE DUST SHIELDS  
REAR OIL SEALS  
BENDIX EVERSURE LONGSTROKE 1-DRIVE  
AXLE SPRING PARKING CHAMBERS  
HALDEX AUTOMATIC REAR SLACK ADJUSTERS  
SYNTHETIC 75W-90 REAR AXLE LUBE

**Rear Suspension**

26,000# FLAT LEAF SPRING REAR SUSPENSION  
WITH HELPER AND RADIUS ROD  
SPRING SUSPENSION - NO AXLE SPACERS  
STANDARD AXLE SEATS IN AXLE CLAMP  
GROUP



Prepared for:  
Frank Adkins  
Worcester County Government  
Center  
1 West Market St  
Snow Hill, MD 21863-1195  
Phone: 410-632-2244

Prepared by:  
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WESTERN STAR TRUCKS OF  
DELMARVA, LLC  
24360 OCEAN GATEWAY  
MARDELA SPRINGS, MD  
21837  
Phone: 410-742-0400 ext. 28

**Description**

FORE/AFT CONTROL RODS

**Brake System**

WABCO 4S/4M ABS  
REINFORCED NYLON, FABRIC BRAID AND WIRE  
BRAID CHASSIS AIR LINES  
FIBER BRAID PARKING BRAKE HOSE  
STANDARD BRAKE SYSTEM VALVES  
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE,  
NO REAR PROPORTIONING VALVE  
WABCO SYSTEM SAVER HP WITH INTEGRAL  
AIR GOVERNOR AND HEATER  
WABCO OIL COALESCING FILTER FOR AIR  
DRYER  
AIR DRYER MOUNTED INBOARD ON LH RAIL  
STEEL AIR BRAKE RESERVOIRS MOUNTED  
INSIDE RAIL  
PULL CABLES ON ALL AIR RESERVOIR(S)

**Trailer Connections**

PRIMARY CONNECTOR/RECEPTACLE WIRED  
FOR SEPARATE STOP/TURN, ABS CENTER PIN  
POWERED THROUGH IGNITION  
SAE J560 7-WAY PRIMARY TRAILER CABLE  
RECEPTACLE MOUNTED END OF FRAME

**Wheelbase & Frame**

4350MM (171 INCH) WHEELBASE  
1 1/32X3-1/2X10-15/16 INCH STEEL FRAME  
(8.73MMX277.8MM/0.344X10.94 INCH) 120KSI  
BODY COMPANY INSTALLED ADDITIONAL  
FRONT FRAME REINFORCEMENT FOR SNOW  
FLOW  
1350MM (53 INCH) REAR FRAME OVERHANG  
FRAME OVERHANG RANGE: 51 INCH TO 60  
INCH  
12 INCH INTEGRAL FRONT FRAME EXTENSION  
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) :  
107.69 in  
CALCULATED EFFECTIVE BACK OF CAB TO  
REAR SUSPENSION C/L (CA) : 104.69 in  
CALC'D FRAME LENGTH - OVERALL : 282.05  
CALC'D SPACE AVAILABLE FOR DECKPLATE :  
107.69 in



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**Description**

CALCULATED FRAME SPACE LH SIDE : 74.05 in  
CALCULATED FRAME SPACE RH SIDE : 139.15  
in  
SQUARE END OF FRAME  
REAR TOW HOOKS  
REQUESTED MIN UNLADEN TOW HITCH HEIGHT  
: 30.0 in  
REQUESTED MAX UNLADEN TOW HITCH  
HEIGHT : 31.0 in  
STANDARD WEIGHT ENGINE CROSSMEMBER  
STANDARD CROSSMEMBER BACK OF  
TRANSMISSION  
STANDARD MIDSHIP #1 CROSSMEMBER(S)  
STANDARD REAR MOST CROSSMEMBER  
HEAVY DUTY SUSPENSION CROSSMEMBER  
STANDARD WEIGHT REAR SUSPENSION  
CROSSMEMBER

**Chassis Equipment**

14 INCH PAINTED STEEL BUMPER  
BUMPER MOUNTING FOR SINGLE LICENSE  
PLATE  
FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS  
GRADE 8 THREADED HEX HEADED FRAME  
FASTENERS  
EXTERIOR HARNESSES WRAPPED IN  
ABRASION TAPE

**Fuel Tanks**

80 GALLON/302 LITER ALUMINUM FUEL TANK -  
LH  
25 INCH DIAMETER FUEL TANK(S)  
PLAIN ALUMINUM/PAINTED STEEL  
FUEL/HYDRAULIC TANK(S) WITH PAINTED  
BANDS  
FUEL TANK(S) FORWARD  
PLAIN STEP FINISH  
FUEL TANK CAP(S)  
DAVCO 245 FUEL/WATER SEPARATOR WITH 12  
VOLT HEAT AND WATER IN FUEL SENSOR  
EQUIFLO INBOARD FUEL SYSTEM



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	Description
	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE NO FUEL COOLER
<b>Tires</b>	MICHELIN X LINE ENERGY Z 11R22.5 16 PLY RADIAL FRONT TIRES MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES (NORTH AMERICAN ONLY)
<b>Hubs</b>	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS CONMET PRESET PLUS PREMIUM IRON REAR HUBS
<b>Wheels</b>	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2- HAND HD STEEL DISC REAR WHEELS ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2- HAND HD STEEL DISC SPARE WHEEL FRONT WHEEL MOUNTING NUTS REAR WHEEL MOUNTING NUTS
<b>Cab Exterior</b>	110 INCH BBC STEEL CONVENTIONAL CAB WESTERN STAR PAINTED ALUMINUM CAB SKIRT AIR CAB MOUNTS WITH CHECK VALVE NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE FRONT FENDERS LH AND RH EXTENDED EXTERIOR GRAB HANDLES WITH RUBBER INSERTS AND LH AND RH INTERIOR GRAB HANDLES MOUNTED TO A POST STATIONARY BRIGHT FINISH GRILLE CHROME HOOD MOUNTED AIR INTAKE GRILLE HEAVY DUTY STEEL CAB FLOOR FIBERGLASS HOOD DUAL ROUND AIR HORNS, SINGLE BASE, MOUNTED UNDER CAB

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**Description**

SINGLE ELECTRIC HORN  
DOORS AND IGNITION KEYED THE SAME  
REAR LICENSE PLATE MOUNT END OF FRAME  
SINGLE RECTANGULAR SEALED BEAM  
HEADLIGHTS WITH BRIGHT BEZELS  
LED CHROME BULLET MARKER LIGHTS  
WIRING AND SWITCH FOR CUSTOMER  
FURNISHED SNOW PLOW LAMPS WITH SINGLE  
CONNECTION AT LH FORWARD  
DAYTIME RUNNING LIGHTS  
INTEGRAL STOP/TAIL/BACKUP LIGHTS  
STANDARD FRONT TURN SIGNAL LAMPS  
DUAL WEST COAST STAINLESS STEEL  
MIRRORS  
DOOR MOUNTED MIRRORS  
102 INCH EQUIPMENT WIDTH  
LH AND RH 8 INCH STAINLESS STEEL CONVEX  
MIRRORS MOUNTED BELOW PRIMARY  
MIRRORS  
RH DOWN VIEW MIRROR  
STANDARD SIDE/REAR REFLECTORS  
17.5X35 INCH TINTED REAR WINDOW  
TINTED DOOR GLASS  
MANUAL DOOR WINDOW REGULATORS  
2-PIECE TINTED CURVED BONDED WINDSHIELD  
2 GALLON WINDSHIELD WASHER RESERVOIR  
WITHOUT FLUID LEVEL INDICATOR, MOUNTED  
UNDER CAB, WITH REMOTE FILL

**Cab Interior**

GRAY VINYL BASE INTERIOR  
BLACK HARD TRIM  
BASE LEFT HAND DOOR TRIM  
BASE RIGHT HAND DOOR TRIM  
BLACK MATS WITH SINGLE INSULATION  
DASH MOUNTED ASH TRAY AND LIGHTER,  
DRIVER SIDE  
FORWARD ROOF MOUNTED CONSOLE  
PASSENGER SIDE WING DASH MOUNTED  
GLOVE BOX WITH LOCKING DOOR  
LH AND RH DOOR MAP POCKETS





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**Description**

(2) COAT HOOKS ON BACKWALL OF CAB  
(1) CUP HOLDER MOUNTED IN BOTTOM  
CENTER OF DASH  
TWO-TONE CHARCOAL UPPER/COOL GRAY  
LOWER SOFT TOUCH WING DASH WITH BLACK  
DRIVER SIDE COSMETIC UNDER DASH COVER  
STANDARD WIRING  
HEATER, DEFROSTER AND AIR CONDITIONER  
WITH CONSTANT OUTLET TEMPERATURE  
CONTROL  
HVAC DUCTING WITH FOAM MAIN FRESH AIR  
FILTER AND OUTSIDE PRE-FILTER  
MAIN HVAC CONTROLS WITH RECIRCULATION  
SWITCH  
STANDARD HEATER PLUMBING  
DENSO HEAVY DUTY AIR CONDITIONER  
COMPRESSOR  
RADIATOR MOUNTED AIR CONDITIONER  
CONDENSER  
BINARY CONTROL, R-134A  
CAB INSULATION  
AUTOMATIC SELF-RESET CIRCUIT BREAKER IN  
MAIN DASH POWER DISTRIBUTION BOX AND  
CIRCUIT BREAKER/FUSE IN AUXILIARY POWER  
DISTRIBUTION BOXES  
DOOR ACTIVATED DOME LIGHT, UNDER DASH  
LIGHT AND LH AND RH DOOR MOUNTED  
COURTESY LIGHTS  
CAB DOOR LATCHES WITH MANUAL DOOR  
LOCKS  
BASIC HIGH BACK AIR SUSPENSION DRIVER  
SEAT WITH 1 CHAMBER AIR LUMBAR,  
INTEGRATED CUSHION EXTENSION AND REAR  
CUSHION TILT  
NATIONAL 2 MAN TOOL/BATTERY BOX MID  
BACK NON SUSPENSION PASSENGER SEAT  
DUAL DRIVER SEAT ARMRESTS, NO  
PASSENGER SEAT ARMRESTS  
GRAY VINYL DRIVER SEAT COVER  
GRAY VINYL PASSENGER SEAT COVER  
3 POINT DRIVER AND PASSENGER AND 2 POINT  
CENTER FRONT SEAT BELT RETRACTORS  
ADJUSTABLE TILT AND TELESCOPING  
STEERING COLUMN



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**Description**

2-SPOKE 20 INCH (500MM) BLACK STEERING  
WHEEL  
DRIVER AND PASSENGER INTERIOR SUN  
VISORS

**Instruments & Controls**

NON-ADJUSTABLE SUSPENDED PEDALS  
STAR GAUGES WITH BLACK BEZELS  
BLACK DRIVER INSTRUMENT PANEL  
BLACK CENTER INSTRUMENT PANEL  
LOW AIR PRESSURE INDICATOR LIGHT AND  
AUDIBLE ALARM  
2 INCH PRIMARY AND SECONDARY AIR  
PRESSURE GAUGES  
INTAKE MOUNTED AIR RESTRICTION  
INDICATOR WITH GRADUATIONS  
97 DB BACKUP ALARM  
CRUISE CONTROL SWITCHES IN THE CENTER  
PANEL  
KEY OPERATED IGNITION SWITCH AND  
INTEGRAL START POSITION; 4 POSITION  
OFF/RUN/START/ACCESSORY  
WARNING LAMP/LIGHT BAR DISPLAY, NON-  
DATA LINKED  
HEAVY DUTY ONBOARD DIAGNOSTICS  
INTERFACE CONNECTOR LOCATED BELOW LH  
DASH  
2 INCH ELECTRIC FUEL GAUGE  
PROGRAMMABLE RPM CONTROL -  
ELECTRONIC ENGINE  
ELECTRICAL ENGINE COOLANT TEMPERATURE  
GAUGE  
2 INCH TRANSMISSION OIL TEMPERATURE  
GAUGE  
ELECTRIC ENGINE OIL PRESSURE GAUGE  
AM/FM/WB WORLD TUNER RADIO WITH  
AUXILIARY INPUT, J1939  
ROOF/OVERHEAD CONSOLE MOUNTED RADIO  
(4) RADIO SPEAKERS IN CAB  
POWER AND GROUND WIRING FOR CB RADIO  
IN OVERHEAD CONSOLE  
MULTI-BAND AM/FM/WB/CB LH MIRROR  
MOUNTED ANTENNA SYSTEM



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**Description**

UHF/VHF RADIO POWER/GROUND HARNESS TO  
OVERHEAD INSTRUMENT PANEL  
ELECTRONIC MPH SPEEDOMETER WITH  
SECONDARY KPH SCALE, WITH ODOMETER  
STANDARD VEHICLE SPEED SENSOR  
ELECTRONIC 3000 RPM TACHOMETER  
NO VEHICLE PERFORMANCE MONITOR  
IGNITION SWITCH CONTROLLED ENGINE STOP  
FOUR IGNITION CONTROLLED EXTRA  
SWITCHES WITH INDICATOR LIGHT, 20 AMPS,  
WIRED BEHIND PASSENGER SEAT  
2 INCH VOLTMETER  
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR  
WITH DELAY  
CAB MARKER LIGHT AND HEADLIGHT SWITCH  
WITH SEPARATE SWITCH AND TERMINALS FOR  
CUSTOMER FURNISHED SNOW PLOW LIGHTS  
AND TURN SIGNALS  
ONE VALVE PARKING BRAKE SYSTEM WITH  
WARNING INDICATOR  
SELF CANCELING TURN SIGNAL SWITCH WITH  
INTEGRAL HEADLAMP DIMMER WITHOUT  
BRAKE OVERRIDE  
PACIFIC INSIGHT ELECTRONIC FLASHER

**Design**

PAINT: ONE SOLID COLOR

**Color**

CAB COLOR A: L0006EB WHITE ELITE BC  
CAB INTERIOR PAINTED SAME AS CAB COLOR  
BLACK, HIGH SOLIDS POLYURETHANE CHASSIS  
PAINT  
POWDER WHITE (N0006EA) FRONT  
WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)  
POWDER WHITE (N0006EA) REAR  
WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)  
POWDER WHITE (N0006EA) SPARE WHEEL/RIM  
(PKWHT21, TKWHT21, W, TW)  
BUMPER PAINTED SAME AS CHASSIS

**Certification / Compliance**

U.S. FMVSS CERTIFICATION, EXCEPT SALES  
CABS AND GLIDER KITS



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**Description**

**Secondary Factory Options**

CORPORATE PDI CENTER IN-SERVICE ONLY

**Extended Warranty**

CUM 2017 L9: HD1 MD DTY 5 YEARS / 150,000 MILES / 241,500 KM  
 EXTENDED WARRANTY. FEX APPLIES  
 CUM 2017 L9: AT3 MD DTY 5 YEARS / 150,000 MILES / 241,500 KM  
 AFTERTREATMENT. FEX APPLIES  
 ALLISON 3500 RDS SERIES TRANSMISSION EXTEND WARRANTY, 5  
 YEARS/UNLIMITED MILES FEX

**Dealer Installed Options**

	Weight Front	Weight Rear
BODY UP FIT	0	0
Total Dealer Installed Options	0 lbs	0 lbs



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## Q U O T A T I O N

**4700 SET BACK FRONT AXLE CHASSIS**

SET BACK AXLE - TRUCK CUM L9 330 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION RS-23-161 23,000# R-SERIES SINGLE REAR AXLE 26,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	14,600# TAPERLEAF FRONT SUSPENSION 110 INCH BBC STEEL CONVENTIONAL CAB 4350MM (171 INCH) WHEELBASE 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI 1350MM (53 INCH) REAR FRAME OVERHANG BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (2)	\$	80,424	\$	160,848
EXTENDED WARRANTY		\$	3,888	\$	7,776
DEALER INSTALLED OPTIONS		\$	51,245	\$	102,490
<b>CUSTOMER PRICE BEFORE TAX</b>		<b>\$</b>	<b>135,557</b>	<b>\$</b>	<b>271,114</b>

BALANCE DUE	(LOCAL CURRENCY)	\$	135,557	\$	271,114
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COMMENTS: Projected delivery on \_\_\_ / \_\_\_ / \_\_\_ provided the order is received before \_\_\_ / \_\_\_ / \_\_\_.  
 APPROVAL: Please indicate your acceptance of this quotation by signing below: Customer:  
 X \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_.

**Daimler Truck Financial**

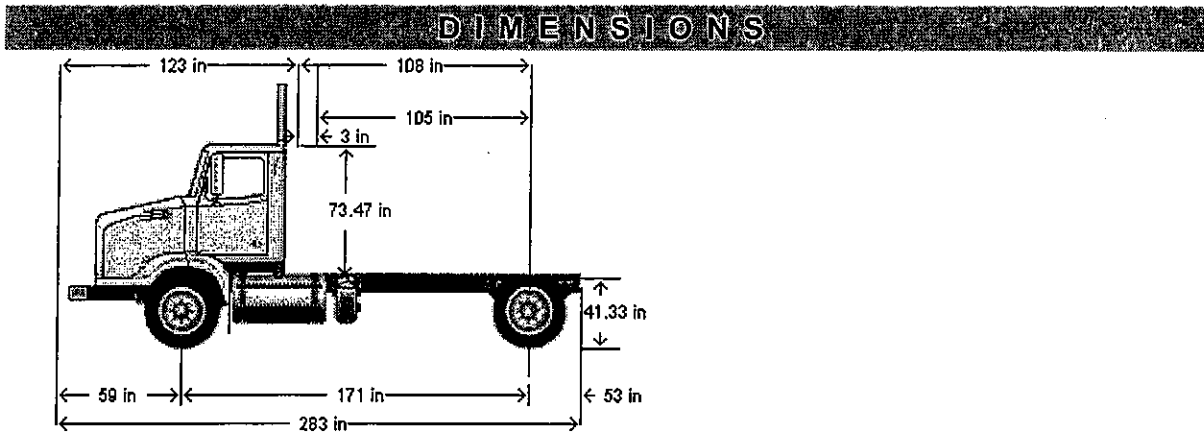
  
 Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at [Information@dtfoffers.com](mailto:Information@dtfoffers.com).  
 Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at [www.daimler-truckfinancial.com](http://www.daimler-truckfinancial.com).



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**VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS**

Model ..... 4700SB  
 Wheelbase (545) ..... 4350MM (171 INCH) WHEELBASE  
 Rear Frame Overhang (552) ..... 1350MM (53 INCH) REAR FRAME OVERHANG  
 Fifth Wheel (578) ..... NO FIFTH WHEEL  
 Mounting Location (577) ..... NO FIFTH WHEEL LOCATION  
 Maximum Forward Position (in) ..... 0  
 Maximum Rearward Position (in) ..... 0  
 Amount of Slide Travel (in) ..... 0  
 Slide Increment (in) ..... 0  
 Desired Slide Position (in) ..... 0.0  
 Cab Size (829) ..... 110 INCH BBC STEEL CONVENTIONAL CAB  
 Sleeper (682) ..... NO SLEEPER BOX/SLEEPER/CAB  
 Exhaust System (016) ..... RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

**TABLE SUMMARY - DIMENSIONS**



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Dimensions	Inches
Bumper to Back of Cab (BBC)	122.7
Bumper to Centerline of Front Axle (BA)	59.4
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	107.7
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	104.7
Back of Cab Protrusions (Exhaust Intake) (CP)	3.0
Back of Cab Protrusions (Side Extenders/Film Tab) (CP)	3.0
Back of Cab Protrusions (CNG Tank)	3.0
Back of Cab Clearance (CL)	3.0
Back of Cab in End of Frame	163.7
Cab Height (CH)	73.5
Wheelbase (WB)	171.0
Frame Overhang (OH)	53.0
Overall Length (OAL)	203.4
Rear Axle Spacing	3.0
Unitized Frame Height at Centerline of Rear Axle	41.3

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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**GVWR**

**VEHICLE SPECIFICATIONS SUMMARY - GVWR**

Model .....	4700SB
Cab Size (829).....	110 INCH BBC STEEL CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	13220.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs).....	23000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs).....	36220
Expected GCW (lbs).....	0.0
Front Axle (400).....	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620).....	14,600# TAPERLEAF FRONT SUSPENSION
Front Hubs (418).....	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502).....	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS
Front Tires (093).....	MICHELIN X LINE ENERGY Z 11R22.5 16 PLY RADIAL FRONT TIRES
Front Brakes (402).....	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536).....	TRW TAS-85 POWER STEERING
Rear Axle (420).....	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Rear Suspension (622).....	26,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD
Rear Hubs (450).....	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505).....	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS
Rear Tires (094).....	MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES (NORTH AMERICAN ONLY)
Rear Brakes (423).....	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443).....	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626).....	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449).....	NO PUSHER OR TAG HUBS
Pusher/Tag Disc Wheels (509).....	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095).....	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456).....	NO PUSHER/TAG BRAKES

**TABLE SUMMARY - GVWR**





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 MARDELA SPRINGS, MD  
 21837  
 Phone: 410-742-0400 ext. 28

	Front	Rear
<b>Axle Component Weight Ratings</b>		
Axles	14700	23000
Suspension	14600	26000
Hubs	14700	26000
Brakes	14700	23000
Wheels	16000	32000
Tires	13220	24020
Power Steering	18000	N/A
GAWR (per axle)	13220	23000
GAWR (per axle system)	13220	23000
Expected Load (per axle system)	13220	23000
<b>Vehicle GVWR Summary</b>		
Calculated GVWR	36220	
Expected GVWR	36220	
All weights displayed in pounds		

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



Prepared for:  
 Frank Adkins  
 Worcester County Government  
 Center  
 1 West Market St  
 Snow Hill, MD 21863-1195  
 Phone: 410-632-2244

Prepared by:  
 Joe Pieroschek  
 WESTERN STAR TRUCKS OF  
 DELMARVA, LLC  
 24360 OCEAN GATEWAY  
 MARDELA SPRINGS, MD  
 21837  
 Phone: 410-742-0400 ext. 28

**FRAME RBM**

**VEHICLE SPECIFICATIONS SUMMARY - FRAME RBM**

Wheelbase (545) .....4350MM (171 INCH) WHEELBASE  
 Frame Rails (546)..... 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI(546)  
 Yield Strength (psi) ..... 120000  
 Section Modulus (per rail) (cu in) ..... 16.979  
 RBM (per rail) (lbf-in) ..... 2037600  
 Inner Frame Reinforcement (547).....NO INNER FRAME REINFORCEMENT  
 Outer Frame Reinforcement (548) ..BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW

**TABLE SUMMARY - FRAME RBM**

Item	Description / Value
Wheelbase	4350MM (171 INCH) WHEELBASE
Frame	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
Inner Frame Reinforcement	NO INNER FRAME REINFORCEMENT
Outer Frame Reinforcement	BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW
Yield Strength (psi)	120000
Section Modulus - per rail (cu in)	16.90
Frame RBM - per rail (lbf-in)	2037000

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



42



September 19, 2018

RE: Worcester County Department Public Works – Roads Division

We propose to furnish and install, at Godwin Manufacturing, Dunn NC, the equipment, on proper chassis, as follows. Chassis, to be drop shipped to Dunn, NC, and must have a 104" usable CA. Chassis to have Allison 3500 AT. Chassis must come with all proper codes for connections (such as snow plow lights).

10' 403U 30" 3/16" Stainless Steel Body and Stainless-Steel Floor  
36" SS Cab protector and 8" asphalt chute set at 30"  
Air tailgate  
Hide-A-Step with handles and body steps  
Grip strut walk rod – between standards  
Stop, Tail, Turn and Strobe in rear corner post  
(2) strobes in face and (2) strobes in sides of cab protector  
Install (3) oval lights above pintle hitch, S,T,T and back up  
PH20 Pintle hitch with D-Rings (30" from ground). This measurement to be confirmed by county/successful bidder  
Adapt chassis supplied gladhands to pintle plate  
Hydra Tarp with mesh cover  
Electric brake control with 6-Pin Plug  
7-pin plug and tow hooks  
Sealed wiring harness  
Hot shift PTO  
820SFDA-10 P22 hoist  
Hydra max touch hydraulics  
14" x 36" x 84" aluminum behind cab tool box with shelf and interior light  
Snow Plow lights  
Reinforced front bumper and GN200 plow push frame  
Good Roads 120M 10' x 36" plow  
Power angle lock  
Wrap around curb bumpers  
Moldboards end markers  
Blade shoe group  
Carbide cutting edge  
Rubber snow shield  
Steel mud guards

Rear rubber flaps

For the sum of **Fifty-One Thousand Two Hundred Forty-Five Dollars No Cents**  
**(\$51,245.00)** per each unit

Completion approximately 90 days after receipt of chassis

Price is F.O.B. your location

Thank you,

Allan Mielke  
410-820-7710  
Fax 410-820-9514

## Joe Pieroschek

---

**From:** Allan Mielke <allan@mielkeonline.com>  
**Sent:** Thursday, September 20, 2018 10:14 AM  
**To:** Joe Pieroschek  
**Subject:** FW: clarity on Worcester bid

Joe  
If needed for Franks clarity of bid specifications

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**From:** Allan Mielke <allan@mielkeonline.com>  
**Sent:** Thursday, September 20, 2018 10:05 AM  
**To :** Joe Pieroschek  
**Subject:** clarity on Worcester bid

RE: Clarity on specifications for Worcester County Roads bid:  
Per conversation with Frank 9/20/18

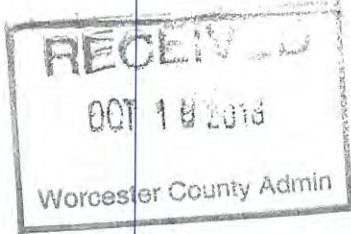
Model is 403 U stainless steel body and floor instead of carbon steel model 300U  
Cab protector : stainless steel  
Not 8 gauge carbon steel  
Behind the cab toolbox per specification (shelf and light)  
Per specification on 120M plow deleting adjustable casters  
Powder coat paint over zinc oxide primer "not required"  
Rust proofing : "not required"  
Undercoat " not required"  
Hydra Touch pad system "not rocker switch"  
Hydra Touch pad system includes lines to rear for future use

To be added to body/hydraulics bid for clarity regarding their published specification

Allan Mielke  
H.A. DeHart & Son  
P.O. Box 701  
Easton, MD 21601  
410-820-7710  
410-310-7833-Mobile  
410-820-9514-Fax  
[allan@mielkeonline.com](mailto:allan@mielkeonline.com)  
[www.hadehart.com](http://www.hadehart.com)



*Addendum Rec  
Joe Pieroschek  
9/20/18*



11

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

JOHN H. TUSTIN, P.E.  
DIRECTOR

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

TEL: 410-632-5623  
FAX: 410-632-1753

MEMORANDUM

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E., Director *JHT*  
**DATE:** October 12, 2018  
**SUBJECT:** FY19 Bid Recommendation – Trailer w/ Hydraulic Gate  
Department of Public Works – Roads Division

DIVISIONS

**MAINTENANCE**  
TEL: 410-632-3766  
FAX: 410-632-1753

**ROADS**  
TEL: 410-632-2244  
FAX: 410-632-0020

**SOLID WASTE**  
TEL: 410-632-3177  
FAX: 410-632-3000

**FLEET MANAGEMENT**  
TEL: 410-632-5675  
FAX: 410-632-1753

**WATER AND WASTEWATER**  
TEL: 410-641-5251  
FAX: 410-641-5185

On Tuesday, October 9, 2018, bids were received and opened for the purchase of one (1) new current production model trailer with hydraulic gate to be utilized by the Department of Public Works, Roads Division. Attached for your review are copies of the three bids received. Listed below is a pricing summary of the bids received.

Vendor	Total Cost Per Unit	Total Delivered Price
Technology International Inc., Lake Mary, FL	\$24,150.00	\$24,150.00
Jesco, Rosedale, MD	\$24,808.00	\$24,808.00
Alban Cat, Salisbury, MD	\$26,498.00	\$26,498.00

Upon review by the Roads Division of Public Works, it was determined that all three bids did not meet the required specifications. The bid from Jesco did not have ramps that were fully hydraulic. Alban Cat and Technology International Inc. did not provide ramps long enough for the correct angle needed to load our equipment. Due to the reasons listed above, I recommend that all three bids be rejected and that we be allowed to solicit pricing from various vendors in lieu of absorbing the costs of re-advertising and going through the competitive bid process.

Funding in the amount of \$33,562.00 for the purchase of (1) trailer with hydraulic gate is available in the current FY19 operating budget in account 100.1202.9010.070.

Should you have any questions, please do not hesitate to call me.

Attachments

cc: Frank J. Adkins

# Competitive Bid Worksheet

**Item: Purchase of Trailer with Hydraulic Gate**

Bid Deadline/Opening Date: 1:00 P.M., Tuesday, October 9, 2018

Bids Received by deadline = 3

Vendor's Submitting Bids

Alban Cat  
1770 Westwood Drive, Ste. 106  
Salisbury, MD 21801

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Total Delivered Price

\$26,498.00

Jesco  
8411 Pulaski Hwy.  
Rosedale, MD 21237

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\$24,808

Technology International, Inc.  
1349 S. International Pkwy.  
Ste. 2411  
Lake Mary, FL 32746

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\$24,150

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A

**BID FORM**

**Worcester County Department of Public Works – Roads Division  
“FY19 - Purchase of Hydraulic Trailer”**

I/We have reviewed the specifications and provisions for furnishing/delivering one (1) current production model hydraulic trailer with gate and understand said requirements as stated herein. I/We hereby propose to furnish and deliver the following:

**One (1) hydraulic trailer with gate (current production model):**

Year 2018-2019 NEW Make Rolls Rite Model 48KP31HDA

Total Cost Per Unit: \$ 24,150.00

Total Bid Price including delivery: \$ 24,150.00

See attached TII Proposal TII-MD-1018-5483


*If there is any specification differences please make sure to note them when submitting your bid.*

Delivery To: Department of Public Works – Roads Division  
5764 Worcester Highway, Snow Hill, MD 21863

Described unit will be delivered by: 75 days ARO

**BID MUST BE SIGNED AND SPECIFICATIONS MUST BE ATTACHED TO BE  
CONSIDERED.**

Date: 10/05/18

Signature: 

Typed Name: Shaji Habib

Title: Sales Manager

Firm: Technology International, Inc.

Address: 1349 S. International Parkway, Suite 2411  
Lake Mary, FL 32746

Phone: 407-359-2373





Technology International, Inc.  
 1349 South International Pkwy, Suite 2411  
 Lake Mary, FL 32746  
 Tel: (407) 359-2373  
 Fax: (407) 359-2372  
 E-mail: [tii@tii-usa.com](mailto:tii@tii-usa.com)  
 Website: [www.tii-usa.com](http://www.tii-usa.com)

# Equipment Proposal

**Description:** Trailer with Hydraulic Gate

**Attention:** Worcester County  
 One West Market Street  
 Office of the County Commissioners, Room 1103  
 Snow Hill, MD 21863

**TII Ref:** TII/MD/1018/5483

**Date:** 10/05/18

In response to your quote request for a trailer, Technology International, Inc. is pleased to submit the following for consideration:

ITEM NO.	QTY	DESCRIPTION/ MODEL NO.	UNIT PRICE	EXTD. PRICE
1	1	<b>Manufacturer: Rolls Rite</b>  <b>Model: 48KP31HDA</b>  See attached manufacturer's specification sheet, warranty information, and customer references	\$24,150.00	\$24,150.00
<b>Total.....</b>			<b>\$24,150.00</b>	

**Warranty:** Manufacturer's standard warranty applies.

**Delivery:**

- Estimated delivery is **75 days** after receipt of order and approved submittal
- All delivery dates quoted are subject to manufacturer's confirmation at time of order.
- Submittal data will be provided for approval after receipt of order (if applicable)
- Customer to provide equipment and personnel to unload
- TII will deliver good title (MSO) to the Agency upon payment confirmation. The Agency is responsible for its own title work and registration (if applicable)

**Freight:** Included to Snow Hill, MD 21863.

**Payment Terms: NET 30**

**Prompt Payment discount: 1/4 % 10 days**

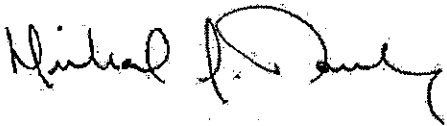
**Technology International, Inc. Corporate data:**

We are a small business and our Tax Payer Identification Number (TIN): 650342335. The price quoted does not include any sales, excise or similar taxes.

We trust that this proposal will meet your requirements and we look forward to hearing from you.

If you have any questions or need more information, please contact us by phone at 407-359-2373, fax at 407-359-2372 or email us at [tii@tii-usa.com](mailto:tii@tii-usa.com)

Respectfully submitted,



Michael J. Rosenberg  
Business & Operations Manager  
Technology International, Inc.



# Model 48KP31HDA 20 TON TAG ALONG

G.V.W.R.	48000#	Axles	22500# AXLES OUTBOARD BRAKE PILOTED HUB
G.A.W.R. (Each Axle)	22500#	Suspension	9700 HUTCH SUSPENSION
Coupler	5' ADJUSTABLE PINTLE	Tires	21575R17.5 16 PLY RADIALS
Safety Chains	HIGH TENSILE SAFETY CHAINS	Wheels	17.5 8 LUG DUALS
Jack	SINGLE 25K 2 SPEED	Floor	Standard Oak / Treated Pine
Neck	NA	Lights	LED Lights/ DOT Specs.
Frame	14" I BEAM 30# PER FOOT	Finish (Prep)	2 COATS PRIMER
Cross members	4" I BEAM 80000# YIELD	Finish	Paint including underneath
Side Rails	8" CHANNEL	Paint	2 Coats

### Standard Features

◆ LOW PROFILE 34" DECK HEIGHT PIERCED FRAME	◆ 40000# TRUE HAULING CAPACITY WITH ADEQUATE TONGUE WEIGHT AND EVENLY DISTRIBUTED LOAD
◆ STORAGE WITH LOCKING LID	◆ LED LIGHTS
◆ 102" WIDE WITH D-RINGS 4 PER SIDE 2 ON DOVETAIL	◆ 7 X 38 HYDRAULIC RAMPS
◆ SINGLE 2 SPEED JACK 25K RATING	◆ 9700 HUTCH SUSPENSION
	ABS ALL AXLES
◆ PILOTED HUB WHEELS WITH OUTBOARD BRAKES	◆

### Pricing

MODEL #	DESCRIPTION
	FREIGHT TO SNOW HILL MD 21863
48KP31HDA	26 FOOT FLAT + 5 FOOT WOOD FILLED DOVE TAIL

### Options

SELF CLEANING DOVETAIL
7 X 38 WOOD FILLED SELF CONTAINED WOOD FILLED HYDRAULIC RAMPS



**ROLLS RITE TRAILERS**  
**1-888-357-7655**  
**Fax 1-850-526-2299**  
**E-MAIL SALES@ROLLSRITE.COM**  
**www.rollsrite.com**



Technology International, Inc.  
1349 S. International Pkwy, Suite 2411  
Lake Mary, FL 32746 USA  
Tel: +1 (407) 359-2373  
Fax: +1 (407) 359-2372  
E-mail: [tii@tii-usa.com](mailto:tii@tii-usa.com)  
Website: [www.tii-usa.com](http://www.tii-usa.com)

**Some of the Customers to Whom We Have Supplied the Rolls Rite  
Brand to:**

**1) Jackson County Board of County Commissioners, FL**

Judy Austin  
Purchasing Agent  
2864 Madison Street  
Marianna, FL 32448  
850-482-9633

**2) Nashville Electric Service, TN**

Tiffany Caruthers CPPB  
(w) 615-747-3593  
[tcaruthers@nespower.com](mailto:tcaruthers@nespower.com)

**3) City of Mt. Juliet, TN**

Toby Toombs, CPFPP  
City Mechanic  
71 E. Hill St.  
Mt. Juliet, TN 37122

[ttoombs@mtjuliet-tn.gov](mailto:ttoombs@mtjuliet-tn.gov)

# Expressed Warranty

Rolls-Rite Trailers, Inc.

## NOTICE TO BIDDERS

### **Purchase of Trailer with Hydraulic Gate Worcester County, Maryland**

The Worcester County Commissioners are currently accepting bids for the purchase of a new current production model Trailer with Hydraulic Gate for the Roads Division of Public Works. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online under the "Bids" drop-down menu in the lower right hand side of the home page at [www.co.worcester.md.us](http://www.co.worcester.md.us), or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. **Sealed bids will be accepted until 1:00 PM, Tuesday, October 9, 2018** in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Bid for Trailer with Hydraulic Gate**" in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Frank Adkins, Roads Superintendent, at 410-632-2244, Monday through Thursday, between 6:00 am and 4:30 pm.

## **BID SPECIFICATIONS**

### **1. Bids**

- A. Bids should be submitted in sealed envelopes clearly marked in lower left-hand corner "Hydraulic Trailer Bid".

### **2. Late Bids**

- A. Bids should be mailed or hand-carried to be received in the Office of the County Commissioners by or before **1:00 p.m. on October 9, 2018**. Bids received after the appointed time will not be considered.

### **3. Taxes**

- A. The County is exempt from all Federal and States taxes. Therefore, bidders' price should reflect the same.

### **4. Scope of Work**

- A. To supply one (1) hydraulic trailer with gate.
- B. Vendor is responsible for delivery of awarded vehicle to the Department of Public Works - Roads Division at 5764 Worcester Highway, Snow Hill, Maryland 21863. All paperwork will accompany vehicles, as the County will be responsible for acquiring their tags and titles.

### **5. Payment**

- A. Submit payment to the Department of Public Works – Roads Division for review and processing upon delivery of said new vehicle purchase.

### **6. Award of Contract**

- A. Bids will be opened by the Chief Administrative Officer or Assistant Chief Administrative Officer in the Office of the County Commissioners and read aloud at **1:00 p.m. on October 9, 2018**.

B. The Department of Public Works shall prepare a tabulation of said bids and a recommendation to the County Commissioners at the next regular meeting of the Commissioners. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities herein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

## **7. Vehicle Specifications**

The following specifications represent one (1) hydraulic trailer with gate, **current production model**, or equivalent for Worcester County Public Works- Roads Division.

### **Hitch/Tongue:**

Adjustable height hitch;  
3" pintle ring;  
One piece cold formed frame rails;  
Intergrated storage tray with lockable lid;  
12K drop leg jack;  
7-pole round electric plug;  
Safety chains with hooks.

### **Frame/Deck:**

26' primary deck;  
102" load width;  
31.5" deck height (fully loaded);  
10" I-beam crossmembers, 80,000 psi;  
2" nominal oak wood deck;  
D-rings tie-downs (4 per side);  
Full width wood ramp.

### **Ramps/Tail:**

Bi-Fold electric/hydraulic ramp;  
5 ft. steel angle-iron beavertail (12°);  
Wood protectors;  
2 extra Pr. "D" rings on beavertail.

### **Axles/Suspension:**

Hutchens 9700 adjustable suspension;  
(2) 22,500 lb. axles (8 wheels);  
Tires - ST235/80R16 E;  
17.5" wheels, 8-bolt, hub piloted;  
Electric brakes;  
Brake size (12.25x7.5);  
Auto slack adjustor;  
Minimum GVWR 25,900 lbs;  
Oil bath hubs.



**Lights/Wiring:**

Rubber grommet mounted LED lights;  
Sealed modular wiring.

**Color:**

Standard manufacture color.

**Warranty:**

One-year full warranty;

Limited lifetime frame warranty;

All warranty work on equipment shall be provided on site or transported to the dealership at dealer's cost.

**Miscellaneous:**

All manuals

**\*Title fee to be included in bids\*.**

**If there is any specification differences please make sure to note them  
when submitting your bid.**

**BID FORM**

**Worcester County Department of Public Works – Roads Division  
“FY19 - Purchase of Hydraulic Trailer”**

I/We have reviewed the specifications and provisions for furnishing/delivering one (1) current production model hydraulic trailer with gate and understand said requirements as stated herein. I/We hereby propose to furnish and deliver the following:

**One (1) hydraulic trailer with gate (current production model):**

Year 2018 Make Eagle Beaver Model 10HDB-PT

Total Cost Per Unit: \$ 24,900

Total Bid Price including delivery: \$ 24,900

*If there is any specification differences please make sure to note them when submitting your bid.*

Delivery To: Department of Public Works – Roads Division  
5764 Worcester Highway, Snow Hill, MD 21863

Described unit will be delivered by: 12/27/18

**BID MUST BE SIGNED AND SPECIFICATIONS MUST BE ATTACHED TO BE CONSIDERED.**

Date: October 5, 2018

Signature: 

Typed Name: Jonathan Robustelli

Title: President

Firm: JESCO, Inc

Address: 118 St. Nicholas Ave.  
S. Plainfield, NJ 07080

Phone: 908-753-8080

B. The Department of Public Works shall prepare a tabulation of said bids and a recommendation to the County Commissioners at the next regular meeting of the Commissioners. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities herein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

### 7. Vehicle Specifications

The following specifications represent one (1) hydraulic trailer with gate, **current production model**, or equivalent for Worcester County Public Works- Roads Division.

#### Hitch/Tongue:

Adjustable height hitch;  
3" pintle ring; AS  
One piece cold formed frame rails; AS  
Integrated storage tray with lockable lid; AS  
12K drop leg jack; AS  
7-pole round electric plug; AS  
Safety chains with hooks. AS

#### Frame/Deck:

26' primary deck; 23' plus 6' Beaver-tail  
102" load width; AS  
31.5" deck height (fully loaded); AS  
10" I-beam crossmembers, 80,000 psi; AS  
2" nominal oak wood deck; AS  
D-rings tie-downs (4 per side); AS  
Full width wood ramp. AS

#### Ramps/Tail:

Bi-Fold electric/hydraulic ramp; AS  
5 ft. steel angle-iron beavertail (12°); AS  
Wood protectors; AS  
2 extra Pr. "D" rings on beavertail. AS

#### Axles/Suspension:

Hutchens 9700 adjustable suspension; AS - Dexter  
(2) 22,500 lb. axles (8 wheels); AS  
Tires - ST235/80R16 E; AS wheels to fit 16" tires  
17.5" wheels, 8-bolt, hub piloted;  
Electric brakes; AS  
Brake size (12.25x7.5); AS  
Auto slack adjustor; AS  
Minimum GVWR 25,900 lbs; AS  
Oil bath hubs. AS

**Lights/Wiring:**

Rubber grommet mounted LED lights; AS  
Sealed modular wiring. AS

**Color:**

Standard manufacture color. AS

**Warranty:**

One-year full warranty; AS

Limited lifetime frame warranty; AS

All warranty work on equipment shall be provided on site or transported to the dealership at dealer's cost. AS

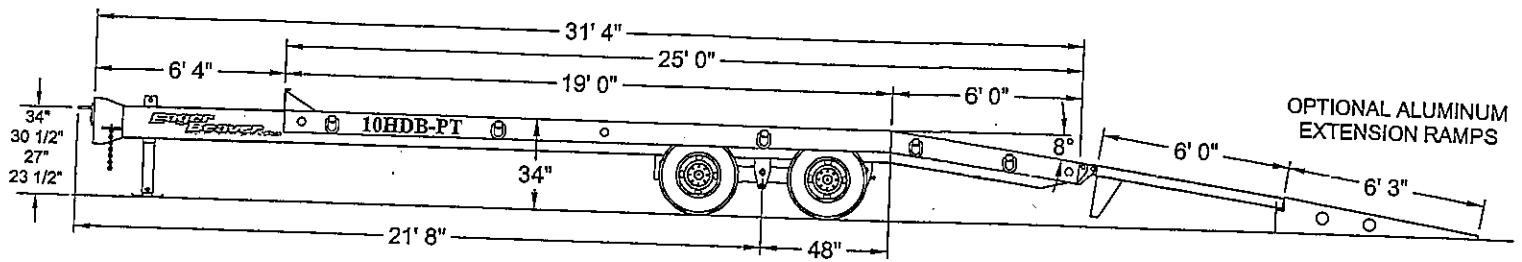
**Miscellaneous:**

All manuals AS

\*Title fee to be included in bids\*. AS

**If there is any specification differences please make sure to note them  
when submitting your bid.**

# 10 HDB/PT Easy Loader Series 10 Ton Tag - Electric Brake



## SPECIFICATIONS

Capacity: 20,000 lbs. Trailer Weight: 5,940 lbs.

Deck Width	8 ft. 6 in. Length: 19 ft. Height: 34 in.
Frame	Mainrails: W12" x 16 lbs. wide flange I-Beam, one piece cold formed Hi-tensile 50,000 P.S.I. steel mainrails from front to drawbar to rear of trailer 8° Beaver Tail (Safe Low Loading Angle)
Crossmembers	6" x 3.7 lbs. per ft. I-Beam pierced through mainbeam
Decking	Nominal 1 3/4" Hardwood
Headboard	8" high, full width of trailer Drawbar Storage Area
Lights	12 volt L.E.D., DOT approved
Wiring Harness	USA Star PLUS Sealed Modular Wiring Harness w/ 7-Way ATA Plug
Hitch	One piece solid cast steel (adjustable) lunette eye & flange mount
Safety Chains	Two 3/8" Blue-Krome plated high test, safety hook w/ latch
Parking Jack	12,000 lbs. static / 10,000 lbs. lift (Heavy Duty drop leg screw type)
Tie Down	Five per side - Patented "ROTO RINGS"® Swivel 360°
Colors	Black, Yellow, Blue (standard) Imron Paint

## RUNNING GEAR

Tires	Eight 235/80R16 (E) Steel Belted Radial
Hubs/Wheels	Four 8 Stud on 6 1/2" BC (2 pc hub & drum), Eight 6.00 x 16 Disc Type Wheels, Oil seals
Suspension	3" wide rubber bushed Slipper Spring w/ equalizer, capacity 20,000 lbs. tandem (Adj. Alignment)
Axles	Two Heavy Duty Dexter, 10,000 lbs. each, Inner Bearing Size 2.625", Outer Bearing Size 2.250"
Brakes	12 1/4" x 4" Electric with Breakaway Switch
Break-away	12 Volt, wet cell battery with integrated battery charging system

## OPTIONS

- Additional Deck Length & Width (20'-21'-22'-23'-24' Optional Lengths) Additional "ROTO-RINGS"®
- Tool Box Lid (Lockable) Optional: Expanded Metal Tray Plate
- Spare Tire & Rim 235/80R16 (E) Optional: Spare Tire Carrier
- Traction 2" x 2" Angle 6" C/C Wheel Paths Optional: Traction Center Section, Bucket Pocket or Plate
- Ramps Wood (standard) Ladder (Optional N/C) Extension Ramps T-6 Alum. 22" x 75" 8° angle (SET)
- Parking Jack Optional: 2-Speed Jack
- Optional: Jack mounted on Headboard
- Optional: 2-Speed Landing Gear is Available
- Apitong Decking in lieu of Oak



Call (800) 257-8163 for more information

## NOTICE TO BIDDERS

### **Purchase of Trailer with Hydraulic Gate Worcester County, Maryland**

The Worcester County Commissioners are currently accepting bids for the purchase of a new current production model Trailer with Hydraulic Gate for the Roads Division of Public Works. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online under the "Bids" drop-down menu in the lower right hand side of the home page at [www.co.worcester.md.us](http://www.co.worcester.md.us), or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. **Sealed bids will be accepted until 1:00 PM, Tuesday, October 9, 2018** in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Bid for Trailer with Hydraulic Gate**" in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Frank Adkins, Roads Superintendent, at 410-632-2244, Monday through Thursday, between 6:00 am and 4:30 pm.

## **BID SPECIFICATIONS**

### **1. Bids**

- A. Bids should be submitted in sealed envelopes clearly marked in lower left-hand corner "Hydraulic Trailer Bid".

### **2. Late Bids**

- A. Bids should be mailed or hand-carried to be received in the Office of the County Commissioners by or before 1:00 p.m. on October 9, 2018. Bids received after the appointed time will not be considered.

### **3. Taxes**

- A. The County is exempt from all Federal and States taxes. Therefore, bidders' price should reflect the same.

### **4. Scope of Work**

- A. To supply one (1) hydraulic trailer with gate.
- B. Vendor is responsible for delivery of awarded vehicle to the Department of Public Works - Roads Division at 5764 Worcester Highway, Snow Hill, Maryland 21863. All paperwork will accompany vehicles, as the County will be responsible for acquiring their tags and titles.

### **5. Payment**

- A. Submit payment to the Department of Public Works -- Roads Division for review and processing upon delivery of said new vehicle purchase.

### **6. Award of Contract**

- A. Bids will be opened by the Chief Administrative Officer or Assistant Chief Administrative Officer in the Office of the County Commissioners and read aloud at 1:00 p.m. on October 9, 2018.

**BID FORM**

**Worcester County Department of Public Works – Roads Division  
“FY19 - Purchase of Hydraulic Trailer”**

I/We have reviewed the specifications and provisions for furnishing/delivering one (1) current production model hydraulic trailer with gate and understand said requirements as stated herein. I/We hereby propose to furnish and deliver the following:

**One (1) hydraulic trailer with gate (current production model):**

Year 2019 Make TOWMASTER Model T-24

Total Cost Per Unit: \$ 26,498.00

Total Bid Price including delivery: \$ 26,498.00

*If there is any specification differences please make sure to note them when submitting your bid.*

Delivery To: Department of Public Works – Roads Division  
5764 Worcester Highway, Snow Hill, MD 21863

Described unit will be delivered by: APPROX 140 DAYS A.R.O.

**BID MUST BE SIGNED AND SPECIFICATIONS MUST BE ATTACHED TO BE CONSIDERED.**

Date: 10-5-18

Signature: 

Typed Name: Ryan John

Title: Executive Vice President  
10/5/18

Firm: ALBAV TRACTOR CO INC

Address: 8531 Pulaski Hwy  
BALTIMORE, MD. 21237

Phone: 410-686-7777



B. The Department of Public Works shall prepare a tabulation of said bids and a recommendation to the County Commissioners at the next regular meeting of the Commissioners. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities herein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

### 7. Vehicle Specifications

The following specifications represent one (1) hydraulic trailer with gate, **current production model**, or equivalent for Worcester County Public Works- Roads Division.

#### Hitch/Tongue:

Adjustable height hitch; YES  
3" pintle ring; YES  
One piece cold formed frame rails; 10" COLD FORMED I-BEAM  
Intergrated storage tray with lockable lid; YES  
12K drop leg jack; YES  
7-pole round electric plug; YES  
Safety chains with hooks. YES

#### Frame/Deck:

26' primary deck; YES  
102" load width; YES  
31.5" deck height (fully loaded); 36"  
10" I-beam crossmembers, 80,000 psi; 3" I-BEAM  
2" nominal oak wood deck; YES  
D-rings tie-downs (4 per side); YES  
Full width wood ramp. YES

#### Ramps/Tail:

Bi-Fold electric/hydraulic ramp; YES  
5 ft. steel angle-iron beavertail (12°); 6' WOOD  
Wood protectors; YES  
2 extra Pr. "D" rings on beavertail. YES

#### Axles/Suspension:

Hutchens 9700 adjustable suspension; YES  
(2) 22,500 lb. axles (8 wheels); NO (2) 12000 LBS  
Tires - ST235/80R16 E; NO - ST235/85R16 10 PLY  
17.5" wheels, 8-bolt, hub piloted; NO 16"  
Electric brakes; YES  
Brake size (12.25x7.5); 12.25 x 5  
Auto slack adjustor; NO  
Minimum GVWR 25,900 lbs; 31,300  
Oil bath hubs. YES

**Lights/Wiring:**

Rubber grommet mounted LED lights; YES

Sealed modular wiring. YES

**Color:**

Standard manufacture color. BLACK

**Warranty:**

One-year full warranty; YES

Limited lifetime frame warranty; 10 YEAR FRAME WARRANTY

All warranty work on equipment shall be provided on site or transported to the dealership at dealer's cost. NO

**Miscellaneous:**

All manuals

\*Title fee to be included in bids\*.

**If there is any specification differences please make sure to note them when submitting your bid.**

## NOTICE TO BIDDERS

### **Purchase of Trailer with Hydraulic Gate Worcester County, Maryland**

The Worcester County Commissioners are currently accepting bids for the purchase of a new current production model Trailer with Hydraulic Gate for the Roads Division of Public Works. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online under the "Bids" drop-down menu in the lower right hand side of the home page at [www.co.worcester.md.us](http://www.co.worcester.md.us), or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. **Sealed bids will be accepted until 1:00 PM, Tuesday, October 9, 2018** in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Bid for Trailer with Hydraulic Gate**" in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Frank Adkins, Roads Superintendent, at 410-632-2244, Monday through Thursday, between 6:00 am and 4:30 pm.

## **BID SPECIFICATIONS**

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### **2. Late Bids**

- A. Bids should be mailed or hand-carried to be received in the Office of the County Commissioners by or before **1:00 p.m. on October 9, 2018**. Bids received after the appointed time will not be considered.

### **3. Taxes**

- A. The County is exempt from all Federal and States taxes. Therefore, bidders' price should reflect the same.

### **4. Scope of Work**

- A. To supply one (1) hydraulic trailer with gate.
- B. Vendor is responsible for delivery of awarded vehicle to the Department of Public Works - Roads Division at 5764 Worcester Highway, Snow Hill, Maryland 21863. All paperwork will accompany vehicles, as the County will be responsible for acquiring their tags and titles.

### **5. Payment**

- A. Submit payment to the Department of Public Works – Roads Division for review and processing upon delivery of said new vehicle purchase.

### **6. Award of Contract**

- A. Bids will be opened by the Chief Administrative Officer or Assistant Chief Administrative Officer in the Office of the County Commissioners and read aloud at **1:00 p.m. on October 9, 2018**.

Monroe Towmaster, LLC.  
 61381 US Hwy 12,  
 Litchfield, MN 55355  
 www.towmaster.com

Toll Free: 800-462-4517  
 Local: 320-693-7900  
 Fax: 320-693-7921

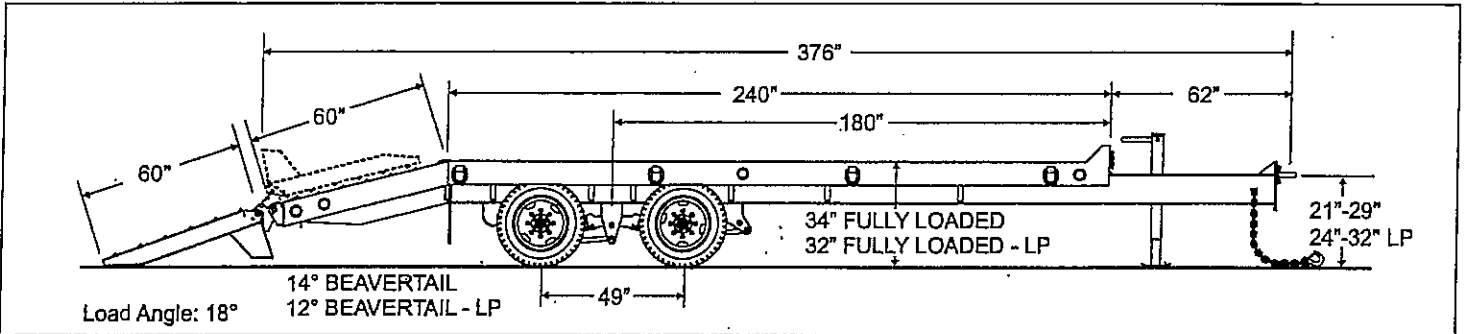


Effective Date: 8/1/2018

Deck-Over/

Model:

**T-24**



All dimensions are nominal. Illustration may be shown with optional equipment.

**STANDARD FEATURES**

**HITCH / TONGUE**

- Adj. height hitch
- 3" pintle ring
- One-piece cold-formed frame rails
- Integrated storage tray w/lockable lid
- 12K bolt-on side-wind drop-leg jack
- Battery break-away kit w/tow charger & test light
- 7-pole round elec. plug
- Safety chains w/hooks

**FRAME / DECK**

- 20 ft. deck length
- 102" load width
- 34" deck height (fully loaded)
- 10" I-beam main frame
- 3" Jr. I-beam crossmembers, 80,000 psi
- 2" nominal white oak wood deck
- D-ring tie-downs (4 per side)

**RAMPS / TAIL**

- 5 ft. steel angle-iron beavertail (14°)
- Wood protectors
- 21" x 5'-0" channel sides, cleated ladder style
- Two-way spring-assist ramps

**AXLES / SUSPENSION**

- Hutchens 9700 adjustable suspension
- (2) 12,000 lb. axles (8 wheels)
- Tires - 235/85R16, load range E, 10-ply
- 16" wheels, 8-bolt
- Elec. or Air brakes (Air has sensors on 1 axle, 2S/1M)
- Full ABS on air brakes
- Oil bath hubs

**LIGHTS / WIRING**

- Rubber grommet mounted LED lights
- Sealed modular wiring

**STANDARD FEATURES**

- Limited Lifetime Frame Warranty\*
- One-Year full Warranty\*
- Weatherproof registration holder
- Two-component polyurethane primer and paint
- Trailer color: Equipment Black
- Ramp color: Equipment Red

\*See web site for warranty details

GAWR (lbs)	GVWR (lbs)	WEIGHT (lbs)	CAPACITY (lbs)	DECK WIDTH (in)	DECK LENGTH (ft)
24,000	31,300	7,300	24,000	102"	20' (elec)

**Included Options:**

26' Primary Deck

10 "D" Rings...5 Each Side

Lockable Tool Tray

Bi-Fold 11' Length Full Width Electric/Hydraulic Wood Topped Ramps w/ Wood Beavertail

24

# Competitive Bid Worksheet

**Item: Purchase of Trailer with Hydraulic Gate**

Bid Deadline/Opening Date: 1:00 P.M., Tuesday, October 9, 2018

Bids Received by deadline =

Vendor's Submitting Bids

Total Delivered Price

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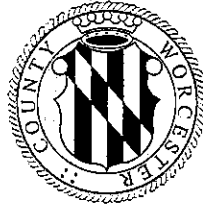
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HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

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

OFFICE OF THE  
COUNTY COMMISSIONERS

## Worcester County

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

September 19, 2018

**FAXED**  
9/18/18 @ 6:20pm

TO: *The Daily Times* Group and *Ocean City Today* Group  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KS*

Please print the attached Notice to Bidders in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on September 27, 2018. Thank you.

### NOTICE TO BIDDERS

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## **7. Vehicle Specifications**

The following specifications represent one (1) hydraulic trailer with gate, **current production model**, or equivalent for Worcester County Public Works- Roads Division.

### **Hitch/Tongue:**

Adjustable height hitch;  
3" pintle ring;  
One piece cold formed frame rails;  
Intergrated storage tray with lockable lid;  
12K drop leg jack;  
7-pole round electric plug;  
Safety chains with hooks.

### **Frame/Deck:**

26' primary deck;  
102" load width;  
31.5" deck height (fully loaded);  
10" I-beam crossmembers, 80,000 psi;  
2" nominal oak wood deck;  
D-rings tie-downs (4 per side);  
Full width wood ramp.

### **Ramps/Tail:**

Bi-Fold electric/hydraulic ramp;  
5 ft. steel angle-iron beavertail (12°);  
Wood protectors;  
2 extra Pr. "D" rings on beavertail.

### **Axles/Suspension:**

Hutchens 9700 adjustable suspension;  
(2) 22,500 lb. axles (8 wheels);  
Tires – ST235/80R16 E;  
17.5" wheels, 8-bolt, hub piloted;  
Electric brakes;  
Brake size (12.25x7.5);  
Auto slack adjustor;  
Minimum GVWR 25,900 lbs;  
Oil bath hubs.

**Lights/Wiring:**

Rubber grommet mounted LED lights;  
Sealed modular wiring.

**Color:**

Standard manufacture color.

**Warranty:**

One-year full warranty;

Limited lifetime frame warranty;

All warranty work on equipment shall be provided on site or transported to the dealership at dealer's cost.

**Miscellaneous:**

All manuals

**\*Title fee to be included in bids\*.**

**If there is any specification differences please make sure to note them  
when submitting your bid.**

**BID FORM**

**Worcester County Department of Public Works – Roads Division  
“FY19 - Purchase of Hydraulic Trailer”**

I/We have reviewed the specifications and provisions for furnishing/delivering one (1) current production model hydraulic trailer with gate and understand said requirements as stated herein. I/We hereby propose to furnish and deliver the following:

**One (1) hydraulic trailer with gate (current production model):**

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Total Cost Per Unit: \$ \_\_\_\_\_

Total Bid Price including delivery: \$ \_\_\_\_\_

*If there is any specification differences please make sure to note them when submitting your bid.*

Delivery To: Department of Public Works – Roads Division  
5764 Worcester Highway, Snow Hill, MD 21863

Described unit will be delivered by: \_\_\_\_\_

**BID MUST BE SIGNED AND SPECIFICATIONS MUST BE ATTACHED TO BE CONSIDERED.**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

## VENDOR LIST

Jesco  
9060 Ocean Highway  
Delmar, MD 21875  
Attn: Ron Holt  
Phone No.: 410-546-1090  
Fax No.: 410-547-0899  
Email: [ronald.holt@jesco.us](mailto:ronald.holt@jesco.us)

J & S Trailer Sales  
11660 Sharptown Road  
Mardela Springs, MD 21837  
Attn: Sandy Shockley  
Phone No.: 410-883-3988  
Fax No.: 410-883-3495  
Email: [jstrailers@verizon.net](mailto:jstrailers@verizon.net)

Alban Cat  
1770 Westwood Drive, Suite 106  
Salisbury, MD 21801  
Attn: Bob Sellers  
Phone No.: 410-341-3990  
Fax No.: 410-341-3693  
Email: [bsellers@albancat.com](mailto:bsellers@albancat.com)

J. G. Parks & Son  
24360 Ocean Gateway  
Post Office Box 416  
Mardela Springs, MD 21837  
Attn: Joe Pieroschek  
Phone No.: 410-742-0400; Cell: 410-430-6123  
Fax: 410-749-5938  
Email: [trucksales1@jgparks.com](mailto:trucksales1@jgparks.com)

Kruger Trailers, Inc.  
24306 Dupont Blvd.  
Georgetown, DE 19947  
Attn: Paul Junior  
Phone No.: 302-856-2577  
Fax No.: 302-856-2578  
Email: [pauljr@krugertrailers.com](mailto:pauljr@krugertrailers.com)

Creighton Trailer Sales  
24404 Ocean Gateway  
Mardela Springs, MD 21837  
Attn: Chuck Creighton  
Phone No.: 410-742-8312  
Fax No.: N/A  
Email: [chuck@creightontrailersales.com](mailto:chuck@creightontrailersales.com)



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

RECEIVED  
9/26/18

225 Schilling Circle, Suite 400  
Hunt Valley, MD 21031  
Telephone: 410-584-7000  
Fax: 410-771-1625  
www.eaest.com

September 24, 2018  
Proposal No. 0790070I

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

**Re: Proposal for Cobalt Evaluation at the Central Landfill Facility**

Dear Mr. Tustin:

EA Engineering, Science, and Technology, Inc., PBC (EA) is pleased to submit this proposal to the Worcester County Department of Public Works to assist Worcester County (the County) with an evaluation of the source of cobalt in groundwater at the Central Landfill Facility (CLF) 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.

In accordance with the Central Landfill Facility Groundwater and Surface Water Monitoring Plan (GW&SWMP) revised December 2017 and 40 CFR Part 258.55(g), EA provided notification to MDE that cobalt was detected at statistically significant levels above the groundwater protection standards during the Spring 2018 sampling event. As a result and in accordance with 40 CFR Part 258.55(g), further characterization of the exceedance is required. The following scope of services are proposed to further characterize the exceedance.

The scope of services include a desktop evaluation regarding the source of cobalt in groundwater (Task 1), as well as an as needed task (Task 2) to perform soil sampling and analysis to supplement the evaluation as described in Attachment A.

On behalf of Worcester County, EA will utilize the analytical laboratory services of Microbac Laboratories, to perform the analytical analyses, if required. This laboratory is very cost-effective to the County and EA has developed a strong working relationship with them. EA has utilized this laboratory for groundwater analysis at Worcester recently for the closed landfill groundwater program.

Enclosed for your consideration is the time and materials cost for these services of \$14,705.90 and is presented in a detailed breakdown in Attachment B.

The services proposed herein are a natural extension of EA's previous involvement with the Central Landfill Facility and 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.



Mr. John Tustin, P.E., Director – Worcester County DPW  
September 24, 2018, Page 2 of 2

It is our sincere desire to continue to be of service at this and other facilities in Worcester County. If you have any questions, do not hesitate to give me a call at (410)-329-5133.

Sincerely,

EA Engineering, Science, and Technology, Inc.

A handwritten signature in black ink, appearing to read 'Geoffrey A. Tizard, II'. The signature is fluid and cursive, written over the typed name and title.

Geoffrey A. Tizard, II, P.E.  
Senior Project Manager

Enclosures

cc: D. Kolar, P.E. (EA)  
L. Oakes, P.E. (EA)

## **ATTACHMENT A**

### **Scope of Services Worcester County Central Landfill Facility Cobalt Evaluation**

In accordance with the Central Landfill Facility Groundwater and Surface Water Monitoring Plan (GW&SWMP) revised December 2017 and 40 CFR Part 258.55(g), EA provided notification to MDE that cobalt was detected at statistically significant levels above the groundwater protection standards during the Spring 2018 sampling event. As a result and in accordance with 40 CFR Part 258.55(g), further characterization of the exceedance is required. The following scope of services are proposed to further characterize the exceedance.

#### ***Task 1 – Cobalt Desktop Evaluation***

EA will perform a desktop analysis which evaluates historical groundwater data and evaluates the anticipated mobility of cobalt in groundwater at the site. It is anticipated that this will be completed utilizing a model that evaluates equilibrium and the potential for cobalt in soil to be detected in the groundwater at the site. Additionally, a literature review will be performed regarding the typical background soil and groundwater concentration of cobalt in the vicinity of the site. A brief report will be prepared summarizing the findings. In the event that data is not available for typical background concentrations or if the modeling lends to collecting and analyzing samples, Task 2 will be performed.

#### ***Task 2 – Field Sampling and Analysis***

If additional data is required, EA will collect up to 5 soil samples utilizing a hand auger to an anticipated depth of up to 5 feet. The samples would then be analyzed for cobalt utilizing EPA Method 6010 and TCLP Extraction methods by Microbac Laboratories, Inc. in Baltimore. The results would then be used to further support the report prepared in Task 1. The final report would be submitted to the County and then MDE for further review and/or documentation.

**Attachment B  
Worcester County Central Landfill Facility  
Cobalt Evaluation**

**Total Tasks 1 and 2**

<b>EA Labor</b>	<b>Hours</b>	<b>Rate</b>	<b>Effort</b>
Senior Technical Review	2.5	\$170.00	\$425.00
Project Manager	4	\$226.00	\$904.00
Senior Civil Engineer	12	\$148.00	\$1,752.00
Senior Geologist	44	\$142.00	\$8,248.00
Geologist	20	\$72.00	\$1,440.00
Senior Scientist	0	\$143.00	\$0.00
Mid Level Engineer	14	\$120.00	\$1,680.00
Staff Engineer	0	\$83.00	\$0.00
Engineering Technician	0	\$84.00	\$0.00
CADD	4	\$78.00	\$312.00
Clerical	0	\$62.00	\$0.00
Word Processing	0	\$125.00	\$0.00
<b>Total Personnel Effort</b>	<b>100.5</b>		<b>\$12,761.00</b>
<b>Other Direct Costs</b>			
Office Equipment (Fax, telephone, etc.)			\$150.00
Copies	0 pages	\$0.20	\$0.00
Color Copies	0 pages	\$1.84	\$0.00
Report Preparation	0 inches	\$24.92	\$0.00
Shipping	2 ea	\$200.00	\$400.00
Auto	0 days	\$87.58	\$0.00
Auto mileage	0 miles	\$0.26	\$0.00
Truck	2 days	\$120.00	\$240.00
Truck Mileage	320 miles	\$0.42	\$134.40
Generator	0 days	\$82.68	\$0.00
CADD	0 hours	\$15.00	\$0.00
2" Submersible Pump	0 days	\$42.16	\$0.00
Water Quality Meter	0 days	\$159.00	\$0.00
Water Level Indicator	0 days	\$31.80	\$0.00
Supplies	4 ls	\$200.00	\$800.00
<b>Total Other Direct Costs</b>			<b>\$1,724.40</b>
<b>Analytical</b>			
Soil Analysis - Cobalt	5 each	\$6.00	\$30.00
TCLP - Cobalt	5 each	\$36.00	\$180.00
Subtotal Analytical			\$210.00
Mark-up on Analytical @ 5%			\$10.50
<b>Total Analytical</b>			<b>\$220.50</b>
		<b>TOTAL TASK</b>	<b>\$14,705.90</b>



Attachment B  
Worcester County Central Landfill Facility  
Cobalt Evaluation

**Task 1: Cobalt Desktop Evaluation**

EA Labor	Hours	Rate	Effort	
Senior Technical Review	1	\$170.00	\$170.00	
Project Manager	2	\$226.00	\$452.00	
Senior Civil Engineer	0	\$146.00	\$0.00	
Senior Geologist	32	\$142.00	\$4,544.00	
Geologist	0	\$72.00	\$0.00	
Senior Scientist	0	\$143.00	\$0.00	
Mid Level Engineer	8	\$120.00	\$960.00	
Staff Engineer	0	\$83.00	\$0.00	
Engineering Technician	0	\$84.00	\$0.00	
CADD	2	\$78.00	\$156.00	
Clerical	0	\$62.00	\$0.00	
Word Processing	0	\$125.00	\$0.00	
<b>Total Personnel Effort</b>	<b>45</b>			<b>\$6,282.00</b>
<b>Other Direct Costs</b>				
Office Equipment (Fax, telephone, etc.)			\$50.00	
Copies	0 pages	\$0.20	\$0.00	
Color Copies	0 pages	\$1.84	\$0.00	
Report Preparation	0 inches	\$24.92	\$0.00	
Shipping	1 ea	\$200.00	\$200.00	
Auto	0 days	\$67.59	\$0.00	
Auto mileage	0 miles	\$0.26	\$0.00	
Truck	1 days	\$120.00	\$120.00	
Truck Mileage	320 miles	\$0.42	\$134.40	
Generator	0 days	\$82.68	\$0.00	
CADD	0 hours	\$15.00	\$0.00	
2" Submersible Pump	0 days	\$42.18	\$0.00	
Hydrolab	0 days	\$159.00	\$0.00	
Water Level Indicator	0 days	\$31.80	\$0.00	
Supplies	2 ls	\$200.00	\$400.00	
<b>Total Other Direct Costs</b>				<b>\$904.40</b>
<b>TOTAL TASK</b>				<b>\$7,186.40</b>

Attachment B  
Worcester County Central Landfill Facility  
Cobalt Evaluation

**Task 2: Field Sampling and Analysis**

EA Labor	Hours	Rate	Effort
Senior Technical Review	1.5	\$170.00	\$255.00
Project Manager	2	\$228.00	\$452.00
Senior Civil Engineer	0	\$146.00	\$0.00
Senior Geologist	12	\$142.00	\$1,704.00
Geologist	20	\$72.00	\$1,440.00
Senior Scientist	0	\$143.00	\$0.00
Mid Level Engineer	6	\$120.00	\$720.00
Staff Engineer	0	\$83.00	\$0.00
Engineering Technician	0	\$84.00	\$0.00
CADD	2	\$78.00	\$158.00
Clerical	0	\$82.00	\$0.00
Word Processing	0	\$125.00	\$0.00
<b>Total Personnel Effort</b>	<b>43.5</b>		<b>\$4,727.00</b>
<b>Other Direct Costs</b>			
Office Equipment (Fax, telephone, etc.)			\$100.00
Copies	0 pages	\$0.20	\$0.00
Color Copies	0 pages	\$1.64	\$0.00
Report Preparation	0 inches	\$24.92	\$0.00
Shipping	1 each	\$200.00	\$200.00
Auto	0 days	\$67.59	\$0.00
Auto mileage	0 miles	\$0.28	\$0.00
Truck	1 days	\$120.00	\$120.00
Truck Mileage	320 miles	\$0.42	\$134.40
Generator	0 days	\$82.68	\$0.00
CADD	0 hours	\$15.00	\$0.00
2" Submersible Pump	0 days	\$42.18	\$0.00
HydroLab	0 days	\$159.00	\$0.00
Water Level Indicator	0 days	\$31.80	\$0.00
Supplies	2 ts	\$200.00	\$400.00
<b>Total Other Direct Costs</b>			<b>\$954.40</b>
<b>Analytical</b>			
Soil Analysis - Cobalt	5 each	\$6.00	\$30.00
TCLP - Cobalt	5 each	\$36.00	\$180.00
Subtotal Analytical			\$210.00
Mark-up on Analytical @ 5%			\$10.50
<b>Total Analytical</b>			<b>\$220.50</b>
		<b>TOTAL TASK</b>	<b>\$5,901.90</b>

Attachment B  
 Worcester County Central Landfill Facility  
 Groundwater Monitoring and Statistical Analysis  
 0

**Task 1: Cobalt Desktop Evaluation**

	Senior Technical Reviewer	Project Manager	Senior Geologist	Mid Level Engineer	Engineering Technician	CADD	Geologist
Literature Review	0	0	8	4	0	0	0
Model/Report Preparation	1	2	24	4	0	2	0
<b>Total - Task 1</b>	<b>1</b>	<b>2</b>	<b>32</b>	<b>8</b>	<b>0</b>	<b>2</b>	<b>0</b>

**Task 2: Field Sampling and Analysis**

	Senior Technical Reviewer	Project Manager	Senior Geologist	Mid Level Engineer	Engineering Technician	CADD	Geologist
Sampling Plan	0.5	0	4	1	0	2	2
Field Effort	0	0	0	1	0	0	16
Findings/Report Preparation	1	2	8	4	0	0	2
<b>Total - Task 2</b>	<b>1.5</b>	<b>2</b>	<b>12</b>	<b>6</b>	<b>0</b>	<b>2</b>	<b>20</b>



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

**CONSULTING SERVICES CONTRACT**

Contract # \_\_\_\_\_

Date: \_\_\_\_\_

EA as used herein means EA Engineering, Science, and Technology, Inc., PBC.

Client as used herein means the other party to this contract.

WHEREAS, EA provides an extensive range of integrated and comprehensive consulting, engineering, scientific, and analytical services; and

WHEREAS, Client desires to utilize EA's services.

NOW, THEREFORE, for good and valuable consideration, EA agrees to provide the professional services described herein, and Client agrees to accept and pay for such services, all in accordance with the following terms and conditions:

1. **Definitions** The following terms shall have the meanings set forth below whenever they are used in this Agreement:
  - a) "Scope of Work" (SOW) shall mean the description of the services to be provided by EA as mutually agreed upon by EA and Client, and will be performed on either a firm fixed price (FFP) or time and materials (T&M) basis. The SOW and the Price will be set out in the attached Exhibit "A"(s) (or EA's Proposal) as described below, incorporated by reference into this Agreement.
  - b) "Documentation" shall mean deliverable documentation as described in the SOW.
  - c) "Equipment" shall mean all indoor and outdoor equipment used by EA at Client sites for the purpose of providing services as described in the SOW.
  - d) "Proprietary Information" shall mean all data, information, manuals, materials, trade secrets, patents, products, processes, plans, whether in written, graphic or oral form, and similar proprietary know-how of EA.
2. **Ordering** EA services sought by the Client shall be ordered as follows:
  - a) In response to either a written or verbal request from Client, EA will prepare a written proposal that shall minimally contain a SOW, cost and form of compensation (FFP or T&M).
  - b) Each EA Proposal shall be dated and sequentially numbered as Exhibit A1, A2, A3, etc. and reference this EA Consulting Service Agreement contract number.
  - c) If acceptable, the Client will sign and date the EA proposal acknowledging acceptance of the costs of the services to be rendered by EA.
3. **Compensation / Billing** EA's invoices will be issued at least monthly and are payable upon receipt. Invoices shall reference the appropriate EA Proposal

Letter or Exhibit A numbers. Balances thirty (30) days past due are subject to interest at 1.5% per month. EA may suspend services under any Client Agreement until all past due accounts have been paid.

The SOW is often not fully definable prior to the execution of this Agreement as investigation may uncover additional facts and information requiring an alteration in the SOW and/or the Price for the services. For services on a time and materials basis, the proposed fees are EA's best estimate of the charges required to complete the SOW. EA will inform Client of any material changes to either the SOW or the Price that may be required and which may alter the terms of this Agreement.

Costs and schedule commitments are subject to renegotiation for unreasonable delays caused by Client's failure to provide free access to sampling areas, specified facilities, or information, or for delays caused by unpredictable occurrences, or force majeure, such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in this Agreement.

In the event EA is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a proceeding to which it is not a party, Client shall reimburse EA for its costs and compensate EA at its then standard rates for the time spent gathering information and documents. Client agrees to compensate EA at the rate of one and one-half times EA's then current hourly rates for time spent in any deposition, hearing, proceeding or trial.

For services provided on a time-and-materials basis, the minimum time segment is four (4) hours for field work and one (1) hour for office work. The rental or use of EA's Equipment will be charged to the project in accordance with EA's "Corporate Equipment Rate Billing Schedule" which is either incorporated into the rates shown in Exhibit B, or is available upon Client's request. Equipment rates are subject to annual adjustment each September. EA's labor rates for services provided on a time-and-materials basis are fixed for one year with annual adjustment upon notice to Client.

Expenses related to the services and reimbursable by Client ("Other Direct Costs") include without limitation, travel and living expenses, phone, FAX, overnight delivery services, postage, shipping, and production costs; identifiable drafting and word processing supplies; equipment usage and rental fees; and expendable materials and supplies. Other Direct Costs are reimbursable by Client and are billed at EA's cost plus 20 percent.

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**CONSULTING SERVICES CONTRACT**

Contract # \_\_\_\_\_

Date: \_\_\_\_\_

Subconsultant and/or subcontractor costs are reimbursable by Client and are billed at EA's cost plus 20%. Where applicable, any local or state taxes or fees (except state income taxes) are in addition to any quoted price/cost.

4. **Termination** This Agreement may be terminated by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Such termination is effected upon providing: (1) not less than thirty (30) calendar days written notice, and

(2) an opportunity for consultation with the terminating party prior to termination. Client will be responsible for all services and direct expenses associated with the project through the effective date of cancellation, plus reasonable fee(s) and/or expenses for reallocation and demobilization of personnel and equipment.

5. **Confidential Information / Inventions** All Proprietary Information furnished by EA in connection with this Agreement, but not developed as a result of work under this Agreement or under prior agreements between Client and EA, shall be held confidential by Client, and returned to EA within thirty (30) days of the completion of the services or conclusion of the litigation wherein EA's services were provided.

All inventions, techniques, and improvements held by EA to be proprietary or trade secrets of EA prior to any use on behalf of Client, as well as all inventions, techniques, and improvements developed by EA independent of the services rendered to Client under this Agreement, remain the property of EA. Documents provided by Client will remain the Client's property, but EA may retain one confidential file copy.

6. **Standard of Care** EA will prepare all work and provide services in accordance with generally accepted professional practices ordinarily exercised by reputable companies performing the same or similar services in the same geographic area. NO WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

Client shall furnish documents and information reasonably within Client's control and deemed necessary by EA for proper performance of its services. EA may rely upon Client-provided documents and information in performing the services required under this Agreement and EA assumes no responsibility or liability for their accuracy.

Client agrees to advise EA, no later than upon the execution of this Agreement, of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the

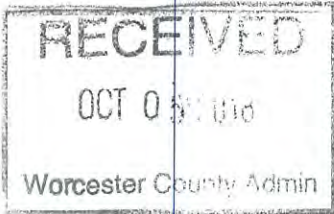
site where EA's services are to be performed, that presents a potential danger to human health, the environment, or EA's equipment. Client agrees to a continuing obligation to provide EA related information as it becomes available to the Client. By virtue of entering into this Agreement or providing services hereunder, EA does not assume control of, or responsibility as an operator, waste generator or otherwise for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law; or otherwise to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment.

Upon Client's request, EA's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by EA in its files shall be the official base document. The Client will retain one conformed written copy. EA makes no warranty or representation to Client that the magnetic copy is accurate or complete. Any modifications of such magnetic copy by Client shall be at Client's sole risk and without liability to EA. Such magnetic copy is subject to all conditions of this Agreement.

7. **Indemnification** Each party shall indemnify, defend and hold harmless the other party from and against all liability, loss, cost, expense, or damage caused by the indemnifying party's negligent acts or negligent omissions in the performance of this contract. However in the event of any loss, damage or liability, whether to person or to property, arising out of the sole negligence of either EA or Client, such party will assume full responsibility for any liability arising thereof and hold harmless the other party. EA and Client further agree that if either EA or Client engages in willful misconduct, such party shall assume full responsibility for any liability arising thereof irrespective of the nature and degree of the other party's negligence, and will indemnify and hold harmless the other party. In no event shall EA be liable for any special, incidental, economic, or consequential damages whatsoever, regardless of the legal theory under which such damages may be incurred. In no event will EA's liability under this provision or Agreement exceed the lesser of the fees actually paid to EA under this Agreement or \$50,000.

For claims related to or involving pollution, toxic substances or hazardous wastes or for any other claims arising from underground hidden or undisclosed hazards, Client agrees to release, defend, indemnify and hold harmless EA and its officers, directors, employees, agents, consultants, and subcontractors from all claims, damages, losses, and expenses, including, but not limited to, reasonable fees and expenses of attorneys and

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

See Recommendations on page 5

JOHN H. TUSTIN, P.E.  
DIRECTOR

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

TEL: 410-632-5623  
FAX: 410-632-1753

MEMORANDUM

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E., Director *JHT*  
**DATE:** October 03, 2018  
**SUBJECT:** 2019 Vehicle Bid Recommendations

DIVISIONS

**MAINTENANCE**  
TEL: 410-632-3766  
FAX: 410-632-1753

**ROADS**  
TEL: 410-632-2244  
FAX: 410-632-0020

**SOLID WASTE**  
TEL: 410-632-3177  
FAX: 410-632-3000

**FLEET MANAGEMENT**  
TEL: 410-632-5675  
FAX: 410-632-1753

**WATER AND WASTEWATER**  
TEL: 410-641-5251  
FAX: 410-641-5185

On Monday, September 24, 2018, bids were received and opened for new 2019 vehicles requested by several departments within Worcester County. Attached for your review are copies of the bids received and Specification Sheets. Listed below is a summary of the bids submitted along with their pricing per unit:

Page

**#1 Vehicle Type: (1) – 1/2 Ton 4x4 Full Size Pickup Truck**

8 — Hertrich Fleet <u>Milford, DE</u>	2019 Ram 1500 Reg Cab 4x4	\$21,196.00
13 — IG Burton <u>Milford, DE</u>	2019 Ram 1500 Reg Cab 4x4	\$21,990.00
18 — Lindsay Ford <u>Wheaton, MD</u>	2019 Ford F150 Reg Cab 4x4	\$25,400.00
23 — Bayshore Ford <u>New Castle, DE</u>	2019 Ford F150 Reg Cab 4x4	\$25,586.00

**#2 Vehicle Type: (1) – Standard Sedan**

<u>Hertrich Fleet Milford, DE</u>	2019 Chevy Cruze LS	\$15,997.00
<u>IG Burton Milford, DE</u>	2019 Chevy Cruze LS	\$17,998.00
<u>Lindsay Ford Wheaton, MD</u>	N/A	No bid
<u>Bayshore Ford New Castle, DE</u>	N/A	No bid

**#3 Vehicle Type: (3)- 1/2 Ton 4x2 Full Size Pickup Truck**

<u>Hertrich Fleet Milford, DE</u>	2019 Ram 1500 Reg Cab 2WD	\$17,474.00 ea.
<u>IG Burton Milford, DE</u>	2019 Ram 1500 Reg Cab 2WD	\$17,583.00 ea.
<u>Bayshore Ford New Castle, DE</u>	2019 Ford F150 Reg Cab 2WD	\$21,207.00 ea.
<u>Lindsay Ford Wheaton, MD</u>	2019 Ford F150 Reg Cab 2WD	\$21,400.00 ea.

**#4 Vehicle Type: (1) – One Ton 4x2 Full Size Cargo Van**

<i>Hertrich Fleet <u>Milford, DE</u></i>	2019 Chevy 3500 Express Van 2WD	\$25,824.00
<i>IG Burton <u>Milford, DE</u></i>	N/A	No bid
<i>Lindsay Ford <u>Wheaton, MD</u></i>	N/A	No bid
<i>Bayshore Ford <u>New Castle, DE</u></i>	N/A	No bid

**#5 Vehicle Type: (1)- 1/2 Ton 4x4 Full Size Extended Cab Pickup Truck**

<i>Hertrich Fleet <u>Milford, DE</u></i>	2019 Ram 1500 Quad Cab 4x4	\$23,564.00
<i>IG Burton <u>Milford, DE</u></i>	2019 Ram 1500 Quad Cab 4x4	\$24,311.00
<i>Bayshore Ford <u>New Castle, DE</u></i>	2019 Ford F150 Supercab 4x4	\$27,525.00
<i>Lindsay Ford <u>Wheaton, MD</u></i>	2019 Ford F150 Supercab 4x4	\$29,900.00

**#6 Vehicle Type: (2) – 3/4 Ton 4x4 Full Size Pickup Truck**

<i>Bayshore Ford <u>New Castle, DE</u></i>	2019 Ford F250 Reg Cab 4x4	\$27,225.00 ea.
<i>Hertrich Fleet <u>Milford, DE</u></i>	2019 Ford F250 Reg Cab 4x4	\$27,251.00 ea.
<i>Lindsay Ford <u>Wheaton, MD</u></i>	2019 Ford F250 Reg Cab 4x4	\$28,700.00 ea.
<i>IG Burton <u>Milford, DE</u></i>	N/A	No bid

**#7 Vehicle Type: (3) – Compact Extended Cab 4x2 Pickup Truck**

<i>Hertrich Fleet <u>Milford, DE</u></i>	2019 Chevy Colorado Extended Cab 2WD	\$21,744.00 ea.
<i>IG Burton <u>Milford, DE</u></i>	2019 Chevy Colorado Extended Cab 2WD	\$21,921.00 ea.
<i>Lindsay Ford <u>Wheaton, MD</u></i>	2019 Ford Ranger Supercab 2WD	\$23,700.00 ea.
<i>Bayshore Ford <u>New Castle, DE</u></i>	N/A	No bid

**#8 Vehicle Type: (1) – SUV Midsize 4x4**

<i>IG Burton <u>Milford, DE</u></i>	2019 Dodge Durango SXT AWD	\$26,298.00
<i>Hertrich Fleet <u>Milford, DE</u></i>	2019 Dodge Durango SXT AWD	\$26,374.00
<i>Bayshore Ford <u>New Castle, DE</u></i>	2019 Ford Explorer 4x4	\$28,177.00
<i>Lindsay Ford <u>Wheaton, MD</u></i>	2019 Ford Explorer 4x4	\$28,400.00

**#9 Vehicle Type: (2) – 1/2 Ton Full Size Pickup Truck**

<i>Hertrich Fleet <u>Milford, DE</u></i>	2019 Ram 1500 Reg Cab 2WD	\$17,474.00 ea.
<i>IG Burton <u>Milford, DE</u></i>	2019 Ram 1500 Reg Cab 2WD	\$17,583.00 ea.
<i>Bayshore Ford <u>New Castle, DE</u></i>	2019 Ford F150 Reg Cab 2WD	\$21,052.00 ea.
<i>Lindsay Ford <u>Wheaton, MD</u></i>	2019 Ford F150 Reg Cab 2WD	\$21,400.00 ea.

**#10 Vehicle Type: (2) – 1/2 Ton 4x2 Full Size Pickup Truck**

<i>Hertrich Fleet <u>Milford, DE</u></i>	2019 Ram 1500 Reg Cab 2WD	\$17,620.00 ea.
<i>IG Burton <u>Milford, DE</u></i>	2019 Ram 1500 Reg Cab 2WD	\$17,842.00 ea.
<i>Bayshore Ford <u>New Castle, DE</u></i>	2019 Ford F150 Reg Cab 2WD	\$21,460.00 ea.
<i>Lindsay Ford <u>Wheaton, MD</u></i>	2019 Ford F150 Reg Cab 2WD	\$22,100.00 ea.

**#11 Vehicle Type: (5) - 1/2 Ton 4x2 Full Size Pickup Truck**

<i>IG Burton <u>Milford, DE</u></i>	2019 Ram 1500 Reg Cab 2WD	\$18,275.00 ea.
<i>Hertrich Fleet <u>Milford, DE</u></i>	2019 Ram 1500 Reg Cab 2WD	\$18,309.00 ea.
<i>Bayshore Ford <u>New Castle, DE</u></i>	2019 Ford F150 Reg Cab 2WD	\$22,430.00 ea.
<i>Lindsay Ford <u>Wheaton, MD</u></i>	2019 Ford F150 Reg Cab 2WD	\$23,100.00 ea.

**#12 Vehicle Type: (1) – Full Size Sedan 4 Door**

<i>IG Burton <u>Milford, DE</u></i>	2019 Chevy Impala LS W/1FL	\$22,991.00
<i>Hertrich Fleet <u>Milford, DE</u></i>	2019 Chevy Impala LS W/1FL	\$23,194.00
<i>Bayshore Ford <u>New Castle, DE</u></i>	N/A	No bid
<i>Lindsay Ford <u>Wheaton, MD</u></i>	N/A	No bid

**#13 Vehicle Type: (2) – SUV Full Size 4x4 with PPV Police Package UNMARKED**

<i>IG Burton <u>Milford, DE</u></i>	2019 Chevy Tahoe PPV 4x4 UNMARKED	\$35,798.00 ea.
<i>Hertrich Fleet <u>Milford, DE</u></i>	2019 Chevy Tahoe PPV 4x4 UNMARKED	\$35,946.00 ea.
<i>Bayshore Ford <u>New Castle, DE</u></i>	N/A	No bid
<i>Lindsay Ford <u>Wheaton, MD</u></i>	N/A	No bid



**#14 Vehicle Type: (3) – SUV Full Size 4x4 with PPV Police Package**

<i>IG Burton <u>Milford, DE</u></i>	2019 Chevy Tahoe PPV 4x4	\$36,241.00 ea.
<i>Hertrich Fleet <u>Milford, DE</u></i>	2019 Chevy Tahoe PPV 4x4	\$36,329.00 ea.
<i>Bayshore Ford <u>New Castle, DE</u></i>	N/A	No bid
<i>Lindsay Ford <u>Wheaton, MD</u></i>	N/A	No bid

**#15 Vehicle Type: (5) – SUV Full Size 4x2 with PPV Police Package**

<i>Hertrich Fleet <u>Milford, DE</u></i>	2019 Chevy Tahoe PPV 2WD	\$33,410.00 ea.
<i>IG Burton <u>Milford, DE</u></i>	2019 Chevy Tahoe PPV 2WD	\$33,411.00 ea.
<i>Bayshore Ford <u>New Castle, DE</u></i>	N/A	No bid
<i>Lindsay Ford <u>Wheaton, MD</u></i>	N/A	No bid

**#16 Vehicle Type: (2) - 1/2 Ton 4x4 Full Size Double Cab Pickup Truck**

<i>Hertrich Fleet <u>Milford, DE</u></i>	2019 Chevy 1500 Double Cab 4x4	\$26,227.00 ea.
<i>IG Burton <u>Milford, DE</u></i>	2019 Chevy 1500 Double Cab 4x4	\$27,314.00 ea.
<i>Bayshore Ford <u>New Castle, DE</u></i>	2019 Ford F150 SuperCrew Cab 4x4	\$28,793.00 ea.
<i>Lindsay Ford <u>Wheaton, MD</u></i>	N/A	No bid

Some bids did not meet the vehicle specifications listed in the bid packet.

The lowest bid for Vehicle #1 and #5 from Hertrich Fleet didn't meet the specifications for a 110 volt power outlet. This option is not available on the Dodge Tradesman. However, it is recommended to accept the low bid from Hertrich Fleet as this option would not affect the performance of the vehicle in its intended use.

The low bid for vehicles #1 and #3 from Hertrich Fleet didn't meet the specification for an engine size of 3.7L. The vehicles bid, are equipped with a 3.6L V6 and is suitable for the vehicles intended use. Therefore, it is recommended to accept the low bids from Hertrich Fleet.

Vehicle #4 specifications call for 4.8 liter V8 engine. The 4.8 liter V8 engine has been discontinued for 2019 model vans. Hertrich Fleet bid a 4.3 liter V6 engine which would be acceptable for this vehicles use. It is recommended to accept the lowest bid from Hertrich Fleet.

The lowest bid for vehicle #5 from Bayshore Ford didn't meet the specification for a installed Back Rack and LED beacon light. To add these items would be a additional \$693.00 which would be a total cost higher than the next lowest bid from Hertrich Fleet. Therefore, it is recommended to accept the next lowest bid from Hertrich Fleet which includes these items installed.

The lowest bid for vehicle #12 from I.G. Burton Fleet did not meet the bid specifications. Items missing from their bid sheets are, six additional programmed keys, 100 amp rear power management system (KBITR), Wiring for grill and siren speaker (K6J3), installed 100 watt siren speaker (KSPEAK), and vehicle shipped thru Kerr (AI3). Therefore, it is recommended to accept the next lowest bid from Hertrich Fleet as these items are included on their bid sheets and will be delivered installed.

The lowest bids for vehicles #13, and #14 from I.G. Burton Fleet did not meet the bid specifications. Items missing from their bid sheets are, installed 100 watt siren speaker (KSPEAK) and headlight/tail lamp flasher system (6J7). Therefore, it is recommended to accept the next lowest bid from Hertrich Fleet which includes these items installed.

In addition, Solid Waste Division was approved in the FY 2019 budget for a replacement 1/2 Ton 4x4 Standard Cab Truck for the Recycling Coordinator. This vehicle was overlooked and not added to the bid quantities for the bid packet that was sent out. It is recommended to purchase an additional vehicle #1 making the quantity (2)\* from the low bidder Hertrich Fleet. This vehicle meets the specifications needed and is under the approved budget of \$24,000.00 for Solid Waste.

<b>Approved Vehicle</b>	<b>Lowest Bidder Meeting Specifications</b>	<b>Budget Approval</b>	<b>Bid</b>
1. (1)* - 1/2 Ton 4x4 Full Size Pickup Truck	Hertrich Fleet Milford, DE	\$23,000.00	\$21,196.00
2. (1) - Standard Sedan	Hertrich Fleet Milford, DE	\$19000.00	\$15,997.00
3. (3)- 1/2 Ton 4x2 Full Size Pickup Truck	Hertrich Fleet Milford, DE	\$20,000.00 ea.	\$17,474.00 ea.
4. (1) - One Ton 4x2 Full Size Cargo Van	Hertrich Fleet Milford, DE	\$29,000.00	\$25,824.00
5. (1) - 1/2 Ton 4x4 Full Size Extended Cab Pickup Truck	Hertrich Fleet Milford, DE	\$26,000.00	\$23,564.00
6. (2) - 3/4 Ton 4x4 Full Size Pickup Truck	Hertrich Fleet Milford, DE	\$27,000.00 ea.	\$27,251.00 ea.
7. (3) - Compact Extended Cab 4x2 Pickup Truck	Hertrich Fleet Milford, DE	\$23,000.00 ea.	\$21,744.00 ea.
8. (1) - SUV Midsize 4x4	I.G. Burton Milford, DE	\$26,000.00	\$26,298.00
9. (2) - 1/2 Ton 4x2 Full Size Pickup Truck	Hertrich Fleet Milford, DE	\$20,000.00 ea.	\$17,474.00 ea.
10. (2) - 1/2 Ton 4x2 Full Size Pickup Truck	Hertrich Fleet Milford, DE	\$19,500.00 ea.	\$17,620.00 ea.
11. (5) - 1/2 Ton 4x2 Full Size Pickup Truck	I.G. Burton Milford, DE	\$25,000.00 ea.	\$18,275.00 ea.

<b>Approved Vehicle</b>	<b>Lowest Bidder Meeting Specifications</b>	<b>Budget Approval</b>	<b>Bid</b>
12. (1) – Full Size Sedan 4 Door	Hertrich Fleet Milford, DE	\$24,862.00	\$23,194.00 ea.
13. (2) – SUV Full Size 4x4 with PPV Police Package UNMARKED	Hertrich Fleet Milford, DE	\$37,000.00 ea.	\$35,946.00 ea.
14. (3) – SUV Full Size 4x4 with PPV Police Package	Hertrich Fleet Milford, DE	\$37,000.00 ea.	\$36,329.00
15. (5) – SUV Full Size 4x2 with PPV Police Package	Hertrich Fleet Milford, DE	\$34,500.00 ea.	\$33,410.00
16. (2) – 1/2 Ton 4x4 Full Size Double Cab Pickup Truck	Hertrich Fleet Milford, DE	\$28,500.00 ea.	\$26,227.00

Should you have any questions, please do not hesitate to call me.

Attachments

cc: Derrick Babcock

# Competitive Bid Worksheet - Purchase of Vehicles

Bid Deadline/Opening Date: 1:00 P.M., Monday, September 24, 2018

Bids Received by deadline = 4

## Vendor's Submitting Bids

<b>Bayshore Ford</b> 4003 N. Dupont Hwy New Castle, DE 18720	<b>Lindsay Ford</b> 11250 Veirs Mill Rd Wheaton, MD 20902	<b>IG Burton</b> 793 Bay Road Milford, DE 19963	<b>Hertrich Fleet</b> 1427 Bay Road Milford, DE 19963
--------------------------------------------------------------------	-----------------------------------------------------------------	-------------------------------------------------------	-------------------------------------------------------------

### Vehicles Bid

	Bayshore Ford	Lindsay Ford	IG Burton	Hertrich Fleet
#1 (1) ½ Ton 4x4 Pickup Truck - Human Resources	\$25,586	\$25,400	\$21,990	\$21,196
#2 (1) Standard 4-Door Sedan - Human Resources	NB	NB	\$17,998	\$15,997
#3 (3) ½ Ton 4x2 Pickup Trucks - DRP	\$21,207	\$21,400	\$17,583	\$17,474
#4 (1) 1-Ton Full Size 4x2 Cargo Van - Jail	NB	NB	NB	\$25,824
#5 (1) ½ Ton 4x4 Ext. Pickup Truck - DPW - Maintenance	\$27,525	\$29,900	\$24,311	\$23,564
#6 (2) ¾ Ton Full Size 4x4 Pickups - DPW - Roads	\$27,225	\$28,700	NB	\$27,251
#7 (3) Compact 4x2 Ext. Pickup Trucks - DPW - Mosquito Control	NB	\$23,700	\$21,921	\$21,744
#8 (1) SUV Midsize 4x4 - Recreation	\$28,177	\$28,400	\$26,298	\$26,3674
#9 (2) ½ Ton 4x2 Pickup Trucks - Parks	(REC) \$21,052	\$21,400	\$17,583	\$17,474
#10 (5) ½ Ton 4x2 Pickup Trucks - DPW - Water & Wastewater	(PARKS) \$21,460	\$22,100	\$17,842	\$17,620
#11 (1) Full Size 4-Door Sedan - Sheriff	\$22,430	\$23,100	\$18,275	\$18,369
#12 (2) Full Size 4x4 SUV's - Police Pkg - Sheriff (Unmarked)	NB	NB	\$22,991	\$23,194
#13 (3) Full Size 4x4 SUV's - Police Pkg - Sheriff	NB	NB	\$35,798	\$35,946
#14 (5) Full Size 4x2 SUV's - Police Pkg - Sheriff	NB	NB	\$36,241	\$36,329
#15 (2) ½ Ton 4x4 Double-Cab Trucks - Sheriff	NB	NB	\$33,411	\$33,410
#16 (2) ½ Ton 4x4 Double-Cab Trucks - Sheriff	\$28,793	NB	\$27,314	\$26,227

Hertrich

Page 5 of 5

**BID MUST BE SIGNED AND BID VEHICLE SPECIFICATIONS MUST BE ATTACHED TO  
BE CONSIDERED.**

Please note any specification differences when submitting your bid.

Date: 9/24/18  
Signature: Susan E Hickey  
Typed Name: Susan E. Hickey  
Firm: Hertrich Fleet Services Inc.  
Address: 1427 Bay Road  
Milford DE 19963  
Telephone: 800-698-9825  
Fax: 302-839-0555  
E-Mail Address: shickey@hertrichfleet.com

Please see individual specification sheets  
for any notes exceptions.

Please note that any warranty work may  
be conveniently performed at our Pocomoke  
locations.

WORCESTER COUNTY COMMISSIONERS  
VEHICLE BID FORM

We submit bids on the following vehicles (specifications attached for each quoted vehicle):

1. One (1) - 1/2 Ton 4x4 Full Size Pickup Truck (Human Resources)

Year 2019 Make Ram Model 1500 Reg Cab 4x4 Classic

Bid (per unit) \$ 21,196<sup>00</sup>

Total Bid \$ 21,196<sup>00</sup>

Delivery Time 60-90 days

2. One (1) - Standard Sedan (Human Resources)

Year 2019 Make Chevrolet Model Cruze LS

Bid (per unit) \$ 15,997<sup>00</sup>

Total Bid \$ 15,997<sup>00</sup>

Delivery Time 60-90 days

3. Three (3) - 1/2 Ton 4x2 Full Size Pickup Truck (DRP)

Year 2019 Make Ram Model 1500 Reg Cab 4x2 Classic

Bid (per unit) \$ 17,474<sup>00</sup>

Total Bid \$ 52,422<sup>00</sup>

Delivery Time 60-100 days

4. One (1) - One Ton 4x2 Full Size Cargo Van (Jail)

Year 2019 Make Chevrolet Model Express Cargo Van 1WT

Bid (per unit) \$ 25,824<sup>00</sup>

Total Bid \$ 25,824<sup>00</sup>

Delivery Time 60-120 days

**5. One (1) - ½ Ton 4x4 Full Size Extended Cab Pickup Truck (Maintenance)**

Year 2019 Make Ram Model 1500 Classic Quad Cab 4x4

Bid (per unit) \$ 23,564<sup>00</sup>

Total Bid \$ 23,564<sup>00</sup>

Delivery Time 60-90 days

**6. Two (2) - ¾ Ton 4x4 Full Size Pickup Truck (DPW/Roads)**

Year 2019 Make FORD Model F250 Reg Cab 4x4

Bid (per unit) \$ 27,251<sup>00</sup>

Total Bid \$ 54,502<sup>00</sup>

Delivery Time 60-120 days

**7. Three (3) - Compact Extended Cab 4x2 Pickup Truck - (Mosquito Control)**

Year 2019 Make Chevrolet Model Extended Cab 2WD Colorado

Bid (per unit) \$ 21,744<sup>00</sup>

Total Bid \$ 65,232<sup>00</sup>

Delivery Time 60-90 days

**8. One (1) - SUV Midsize 4x4 (Recreation)**

Year 2019 Make Dodge Model Durango SXT AWD

Bid (per unit) \$ 26,374<sup>00</sup>

Total Bid \$ 26,374<sup>00</sup>

Delivery Time 60-100 days

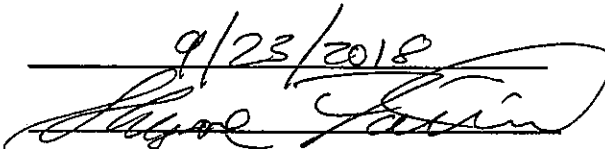
**9. Two (2) - ½ Ton 4x2 Full Size Pickup Truck (Recreation)**Year 2019 Make Ram Model 1500 Classic Reg Cab 4x2Bid (per unit) \$ 17,474<sup>00</sup>Total Bid \$ 34,948<sup>00</sup>Delivery Time 60-100 days**10. Two (2) - ½ Ton 4x2 Full Size Pickup Truck (Parks)**Year 2019 Make Ram Model 1500 Classic Reg Cab 4x2Bid (per unit) \$ 17,620<sup>00</sup>Total Bid \$ 35,240<sup>00</sup>Delivery Time 60-100 days**11. Five (5) - ½ Ton 4x2 Full Size Pickup Truck (DPW/WWW)**Year Ram<sup>2019</sup> Make Ram Model 1500 Classic Reg Cab 4x2Bid (per unit) \$ 18,309<sup>00</sup>Total Bid \$ 91,545<sup>00</sup>Delivery Time 60-100 days**12. One (1) - Full Size Sedan 4 door - (Sheriff)**Year 2019 Make Chevrolet Model Impala LS w/IFLBid (per unit) \$ 23,194<sup>00</sup>Total Bid \$ 23,194<sup>00</sup>Delivery Time 60-120 days



**13. Two (2) – SUV Full Size 4x4 with PPV Police Package UNMARKED (Sheriff)**Year 2019 Make Chevrolet Model Tahoe PPV 4WDBid (per unit) \$ 35,946<sup>00</sup>Total Bid \$ 71,892<sup>00</sup>Delivery Time 60 - 100 days**14. Three (3) – SUV Full Size 4x4 with PPV Police Package (Sheriff)**Year 2019 Make Chevrolet Model Tahoe PPV 4WDBid (per unit) \$ 36,329<sup>00</sup>Total Bid \$ 108,987<sup>00</sup>Delivery Time 60 - 100 days**15. Five (5) - SUV Full Size 4x2 with PPV Police Package (Sheriff)**Year 2019 Make Chevrolet Model Tahoe PPV 2WDBid (per unit) \$ 33,410<sup>00</sup>Total Bid \$ 167,050<sup>00</sup>Delivery Time 60 - 100 days**16. Two (2) - ½ Ton 4x4 Full Size Double Cab Pickup Truck – (Sheriff)**Year 2019 Make Chevrolet Model Silverado 1500LD  
Double Cab 4x4Bid (per unit) \$ 26,227<sup>00</sup>Total Bid \$ 52,454<sup>00</sup>Delivery Time 60 - 90 days

**BID MUST BE SIGNED AND BID VEHICLE SPECIFICATIONS MUST BE ATTACHED TO  
BE CONSIDERED.**

Please note any specification differences when submitting your bid.

Date: 9/23/2018  
Signature:   
Typed Name: SHAYNE FANNIN  
Firm: IG BURTON and COMPANY INC  
Address: 793 BAY ROAD  
MILFORD, DE 19963  
Telephone: 757-618-5678 / 302-265-1318  
Fax: 302-422-1675  
E-Mail Address: sfannin@igburton.com

**WORCESTER COUNTY COMMISSIONERS  
VEHICLE BID FORM**

We submit bids on the following vehicles (specifications attached for each quoted vehicle):

**1. One (1) - 1/2 Ton 4x4 Full Size Pickup Truck (Human Resources)**

Year 2019 Make RAM Model 1500 4x4 D56L62

Bid (per unit) \$ 21,990.<sup>00</sup>

Total Bid \$ 21,990.<sup>00</sup>

Delivery Time 90-120 DAYS ARO.

**2. One (1) - Standard Sedan (Human Resources)**

Year 2019 Make Chev Model Cruze

Bid (per unit) \$ 17,998.<sup>00</sup>

Total Bid \$ 17,998.<sup>00</sup>

Delivery Time 90-120 DAYS ARO.

**3. Three (3) - 1/2 Ton 4x2 Full Size Pickup Truck (DRP)**

Year 2019 Make RAM Model 1500 4x2 D51L62

Bid (per unit) \$ 17,583.<sup>00</sup>

Total Bid \$ 17,583.<sup>00</sup> x 3 = \$ 52,749.<sup>00</sup>

Delivery Time 90-120 DAYS ARO.

**4. One (1) - One Ton 4x2 Full Size Cargo Van (Jail)**

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Bid (per unit) \$ No Bid

Total Bid \$ No Bid

Delivery Time \_\_\_\_\_

**5. One (1) - 1/2 Ton 4x4 Full Size Extended Cab Pickup Truck (Maintenance)**

Year 2019 Make RAM Model 1500 QUAD 4X4 DS6L41

Bid (per unit) \$ 24,311.<sup>00</sup>

Total Bid \$ 24,311.<sup>00</sup>

Delivery Time 90-120 DAYS ARO.

**6. Two (2) - 3/4 Ton 4x4 Full Size Pickup Truck (DPW/Roads)**

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Bid (per unit) \$ No Bid

Total Bid \$ No Bid

Delivery Time \_\_\_\_\_

**7. Three (3) - Compact Extended Cab 4x2 Pickup Truck - (Mosquito Control)**

Year 2019 Make Chev Model Colorado 4x2 1ZM53

Bid (per unit) \$ 21,921.<sup>00</sup>

Total Bid \$ 65,763.<sup>00</sup>

Delivery Time 90-120 DAYS ARO.

**8. One (1) - SUV Midsize 4x4 (Recreation)**

Year 2019 Make Dodge Model DURANGO SXT AWD WDELT5

Bid (per unit) \$ 26,298.<sup>00</sup>

Total Bid \$ 26,298.<sup>00</sup>

Delivery Time 90-120 DAYS ARO.

**9. Two (2) - 1/2 Ton 4x2 Full Size Pickup Truck (Recreation)**

Year 2019 Make RAM Model 1500 4x2 DS1462

Bid (per unit) \$ 17,583.<sup>00</sup>

Total Bid \$ 35,166.<sup>00</sup>

Delivery Time 90-120 DAYS ARO.

**10. Two (2) - 1/2 Ton 4x2 Full Size Pickup Truck (Parks)**

Year 2019 Make RAM Model 1500 4x2 DS1462

Bid (per unit) \$ 17,842.<sup>00</sup>

Total Bid \$ 35,684.<sup>00</sup>

Delivery Time 90-120 DAYS ARO.

**11. Five (5) - 1/2 Ton 4x2 Full Size Pickup Truck (DPW/WWW)**

Year 2019 Make RAM Model 1500 4x2 DS1462

Bid (per unit) \$ 18,275.<sup>00</sup>

Total Bid \$ 91,375.<sup>00</sup>

Delivery Time 90-120 DAYS ARO.

**12. One (1) - Full Size Sedan 4 door - (Sheriff)**

Year 2019 Make Chev Model Impala

Bid (per unit) \$ 22,991.<sup>00</sup>

Total Bid \$ 22,991.<sup>00</sup>

Delivery Time 90-120 DAYS ARO.

**13. Two (2) - SUV Full Size 4x4 with PPV Police Package UNMARKED (Sheriff)**

Year 2019 Make Chev Model TAHOE 4WD PPV CK15706

Bid (per unit) \$ 35,798.<sup>00</sup>

Total Bid \$ 71,596.<sup>00</sup>

Delivery Time 90 - 120 DAYS ARO.

**14. Three (3) - SUV Full Size 4x4 with PPV Police Package (Sheriff)**

Year 2019 Make Chev Model TAHOE PPV 4WD CK15706

Bid (per unit) \$ 36,241.<sup>00</sup>

Total Bid \$ 108,723.<sup>00</sup>

Delivery Time 90 - 120 DAYS ARO.

**15. Five (5) - SUV Full Size 4x2 with PPV Police Package (Sheriff)**

Year 2019 Make Chev Model TAHOE PPV 2WD CC15706

Bid (per unit) \$ 33,411.<sup>00</sup>

Total Bid \$ 167,055.<sup>00</sup>

Delivery Time 90 - 120 DAYS ARO

**16. Two (2) - 1/2 Ton 4x4 Full Size Double Cab Pickup Truck - (Sheriff)**

Year 2019 Make Chev Model 1500 Double Cab 4WD CK10753

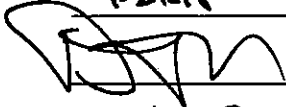
Bid (per unit) \$ 27,314.<sup>00</sup>

Total Bid \$ 54,628.<sup>00</sup>

Delivery Time 90 - 120 DAYS ARO

**BID MUST BE SIGNED AND BID VEHICLE SPECIFICATIONS MUST BE ATTACHED TO  
BE CONSIDERED.**

Please note any specification differences when submitting your bid.

Date: 9-21-18  
Signature:   
Typed Name: DAN PADEROFSKY, FLEET MANAGER  
Firm: LINDSAY FORD LLC  
Address: 11250 VEIRS MILL RD  
WHEATON, MD. 20902  
Telephone: 240.283.3733  
Fax: 301.946.9410  
E-Mail Address: dpaderofsky@lindsayford.com

Exception sheet ENCLOSED

 | **LINDSAY**  
// Customer Driven

**DAN PADEROFSKY**  
Fleet Manager

11250 Veirs Mill Road  
Wheaton MD 20902  
Main: (877) 79-FLEET  
Direct: 240.283.3733  
Fax: 301.946.9410  
LindsayFord.com  
dpaderofsky@lindsay.com

WORCESTER COUNTY COMMISSIONERS  
VEHICLE BID FORM

We submit bids on the following vehicles (specifications attached for each quoted vehicle):

1. One (1) - 1/2 Ton 4x4 Full Size Pickup Truck (Human Resources)

Year 2019 Make FORD Model F150 4x4 REGULAR CAB

Bid (per unit) \$ 25,400

Total Bid \$ 25,400

Delivery Time 14-16 WEEKS

2. One (1) - Standard Sedan (Human Resources)

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Bid (per unit) \$ \_\_\_\_\_

Total Bid \$ \_\_\_\_\_

Delivery Time \_\_\_\_\_

NO BID

3. Three (3) - 1/2 Ton 4x2 Full Size Pickup Truck (DRP)

Year 2019 Make FORD Model F150 4x2 REGULAR CAB

Bid (per unit) \$ 21,400

Total Bid \$ 64,200

Delivery Time 14-16 WEEKS

4. One (1) - One Ton 4x2 Full Size Cargo Van (Jail)

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Bid (per unit) \$ \_\_\_\_\_

Total Bid \$ \_\_\_\_\_

Delivery Time \_\_\_\_\_

NO BID



**5. One (1) - ½ Ton 4x4 Full Size Extended Cab Pickup Truck (Maintenance)**Year 2019 Make FORD Model F150 4X4 SUPER CABBid (per unit) \$ 29,900Total Bid \$ 29,900Delivery Time 14.16 WEEKS**6. Two (2) - ¾ Ton 4x4 Full Size Pickup Truck (DPW/Roads)**Year 2019 Make FORD Model F250 4X4 REGULAR CABBid (per unit) \$ 28,700Total Bid \$ 57,400Delivery Time 13.15 WEEKS**7. Three (3) - Compact Extended Cab 4x2 Pickup Truck - (Mosquito Control)**Year 2019 Make FORD Model RANGER 4X2 SUPER CABBid (per unit) \$ 23,700Total Bid \$ 71,100Delivery Time 18.20 WEEKS**8. One (1) - SUV Midsize 4x4 (Recreation)**Year 2019 Make FORD Model EXPLORER 4WDBid (per unit) \$ 28,400Total Bid \$ 28,400Delivery Time 14.16 WEEKS

9. Two (2) - 1/2 Ton 4x2 Full Size Pickup Truck (Recreation)

Year 2019 Make Ford Model F150 4X2 REGULAR CAB

Bid (per unit) \$ 21,400

Total Bid \$ 42,800

Delivery Time 14.16 WEEKS

10. Two (2) - 1/2 Ton 4x2 Full Size Pickup Truck (Parks)

Year 2019 Make Ford Model F150 4X2 REGULAR CAB

Bid (per unit) \$ 22,100

Total Bid \$ 44,200

Delivery Time 14.16 WEEKS

11. Five (5) - 1/2 Ton 4x2 Full Size Pickup Truck (DPW/WWW)

Year 2019 Make Ford Model F150 4X2 REGULAR CAB

Bid (per unit) \$ 23,100

Total Bid \$ 115,500

Delivery Time 14.16 WEEKS

12. One (1) - Full Size Sedan 4 door - (Sheriff)

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Bid (per unit) \$ \_\_\_\_\_

Total Bid \$ \_\_\_\_\_

Delivery Time \_\_\_\_\_

NO BID

**13. Two (2) – SUV Full Size 4x4 with PPV Police Package UNMARKED (Sheriff)**

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Bid (per unit) \$ \_\_\_\_\_

Total Bid \$ \_\_\_\_\_

Delivery Time \_\_\_\_\_

NO BID

**14. Three (3) – SUV Full Size 4x4 with PPV Police Package (Sheriff)**

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Bid (per unit) \$ \_\_\_\_\_

Total Bid \$ \_\_\_\_\_

Delivery Time \_\_\_\_\_

NO BID

**15. Five (5) - SUV Full Size 4x2 with PPV Police Package (Sheriff)**

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Bid (per unit) \$ \_\_\_\_\_

Total Bid \$ \_\_\_\_\_

Delivery Time \_\_\_\_\_

NO BID

**16. Two (2) - ½ Ton 4x4 Full Size Double Cab Pickup Truck – (Sheriff)**

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Bid (per unit) \$ \_\_\_\_\_

Total Bid \$ \_\_\_\_\_


Delivery Time \_\_\_\_\_

NO BID

**BID MUST BE SIGNED AND BID VEHICLE SPECIFICATIONS MUST BE ATTACHED TO  
BE CONSIDERED.**

**Please note any specification differences when submitting your bid.**

Date: 9/5/18

Signature: 

Typed Name: JOE TRACY

Firm: BAYSHORE FORD TRUCK SALES INC

Address: 4003 N. DUPONT HWY  
NEW CASTLE DE 19720

Telephone: 302 993 6236

Fax: 302 656 5089

E-Mail Address: AHALPIN@bayshoreford.com

**WORCESTER COUNTY COMMISSIONERS  
VEHICLE BID FORM**

We submit bids on the following vehicles (specifications attached for each quoted vehicle):

**1. One (1) - 1/2 Ton 4x4 Full Size Pickup Truck (Human Resources)**

Year 2019 Make Ford Model F150

Bid (per unit) \$ 25,586.00

Total Bid \$ 25,586.00

Delivery Time 120 Days

**2. One (1) - Standard Sedan (Human Resources)**

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Bid (per unit) \$ \_\_\_\_\_

Total Bid \$ \_\_\_\_\_

Delivery Time \_\_\_\_\_

No Bid

**3. Three (3) - 1/2 Ton 4x2 Full Size Pickup Truck (DRP)**

Year 2019 Make Ford Model F150

Bid (per unit) \$ 21,207.00

Total Bid \$ 63,621.00 (AH)

Delivery Time 120 Days

**4. One (1) - One Ton 4x2 Full Size Cargo Van (Jail)**

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Bid (per unit) \$ \_\_\_\_\_

Total Bid \$ \_\_\_\_\_

Delivery Time \_\_\_\_\_

No Bid AH

**5. One (1) - 1/2 Ton 4x4 Full Size Extended Cab Pickup Truck (Maintenance)**

Year 2019 Make Ford Model F150

Bid (per unit) \$ 27,525.<sup>00</sup>

Total Bid \$ 27,525.<sup>00</sup>

Delivery Time 120 Days

**6. Two (2) - 3/4 Ton 4x4 Full Size Pickup Truck (DPW/Roads)**

Year 2019 Make Ford Model F250

Bid (per unit) \$ 27,225.<sup>00</sup>

Total Bid \$ 54,450.<sup>00</sup>

Delivery Time 120 Days

**7. Three (3) - Compact Extended Cab 4x2 Pickup Truck - (Mosquito Control)**

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Bid (per unit) \$ \_\_\_\_\_

Total Bid \$ \_\_\_\_\_

Delivery Time \_\_\_\_\_

No Bid

**8. One (1) - SUV Midsize 4x4 (Recreation)**

Year 2019 Make Ford Model Explorer

Bid (per unit) \$ 28,177.<sup>00</sup>

Total Bid \$ 28,177.<sup>00</sup>

Delivery Time 120 Days

9. Two (2) - 1/2 Ton 4x2 Full Size Pickup Truck (Recreation)

Year 2019 Make Ford Model F150

Bid (per unit) \$ 21,052.00

Total Bid \$ 42,104

Delivery Time 120 Days

10. Two (2) - 1/2 Ton 4x2 Full Size Pickup Truck (Parks)

Year 2019 Make Ford Model F150

Bid (per unit) \$ 21,460.00

Total Bid \$ 42,920.00

Delivery Time 120 Days

11. Five (5) - 1/2 Ton 4x2 Full Size Pickup Truck (DPW/WWW)

Year 2019 Make Ford Model F150

Bid (per unit) \$ 22,430.00

Total Bid \$ 112,150.00

Delivery Time 130 Days

12. One (1) - Full Size Sedan 4 door - (Sheriff)

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Bid (per unit) \$ \_\_\_\_\_

Total Bid \$ \_\_\_\_\_

Delivery Time \_\_\_\_\_

No Bid

**13. Two (2) – SUV Full Size 4x4 with PPV Police Package UNMARKED (Sheriff)**

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Bid (per unit) \$ \_\_\_\_\_

Total Bid \$ \_\_\_\_\_

Delivery Time \_\_\_\_\_

No Bid

**14. Three (3) – SUV Full Size 4x4 with PPV Police Package (Sheriff)**

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Bid (per unit) \$ \_\_\_\_\_

Total Bid \$ \_\_\_\_\_

Delivery Time \_\_\_\_\_

No Bid

**15. Five (5) - SUV Full Size 4x2 with PPV Police Package (Sheriff)**

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Bid (per unit) \$ \_\_\_\_\_

Total Bid \$ \_\_\_\_\_

Delivery Time \_\_\_\_\_

No Bid

**16. Two (2) - ½ Ton 4x4 Full Size Double Cab Pickup Truck – (Sheriff)**

Year 2019 Make Ford Model F150

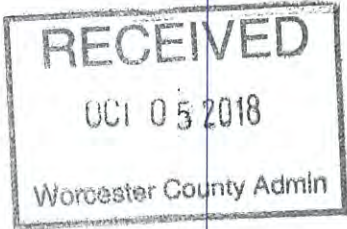
Bid (per unit) \$ 28,793.<sup>00</sup>

Total Bid \$ 57,586.<sup>00</sup>

Delivery Time 120 Days

AA





13

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

JOHN H. TUSTIN, P.E.  
DIRECTOR

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

TEL: 410-632-5623  
FAX: 410-632-1753

DIVISIONS

MAINTENANCE  
TEL: 410-632-3766  
FAX: 410-632-1753

ROADS  
TEL: 410-632-2244  
FAX: 410-632-0020

SOLID WASTE  
TEL: 410-632-3177  
FAX: 410-632-3000

FLEET  
MANAGEMENT  
TEL: 410-632-5675  
FAX: 410-632-1753

WATER AND  
WASTEWATER  
TEL: 410-641-5251  
FAX: 410-641-5185

MEMORANDUM

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E., Director *JHT*  
**DATE:** September 27, 2018  
**SUBJECT:** Bid Recommendation: One (1) Landfill Off-Road Dump Truck

\*\*\*\*\*

On Monday, September 24, 2018, four (4) bids were received for the lease of One (1) Landfill Off-Road Dump Truck to be utilized by the Department of Public Works - Solid Waste Division. Funds to lease this equipment were approved in the FY 2018-2019 operating budget as a reoccurring lease, Account 680.7002.7200.010. This lease is on a seven (7) year buy back with a seven (7) year, 12,500 hours warranty.

Below is a summary of the bids received:

	Alban Tractor CAT 725-C2	Alban CAT 730	John Deere 310E	TEREX TA 300
Acquisition Cost	\$416,186.00	\$471,655.00	\$625,286.30	\$674,679.00
Less Buy Back	\$115,000.00	\$135,000.00	\$114,000.00	\$75,000.00
Net Adjusted Price	\$301,186.00	\$336,655.00	\$511,286.30	\$599,679.00
Monthly payment for 84 months using lease purchase option	\$5,955.66	\$6,748.81	\$7,025.07	\$9,135.74
Interest Rate	5.35%	5.35%	4.25%	6.00%
Total Payments over 84 Months	\$500,275.44	\$566,900.04	\$590,105.88	\$767,402.16

Page

5                      7                      8                      9

Alban Tractor had one exception to the Off-Road Dump Truck Bid. The engine horsepower spec in bid request was 350 HP with 750 cu in. The Caterpillar 725 Horsepower is 320 HP with 567 cu in. This exception does not hinder the operation in our application.

Therefore, after carefully reviewing the bid and specifications, it is recommended that the bid be awarded to Alban Tractor for the CAT 725 -C2, with an 84 month lease amount of \$ 5955.66.

Should you have any questions, please do not hesitate to call me.

Attachments

cc: Mike Mitchell

# 725C2

Articulated Truck



## Engine

Engine Model – U.S. EPA Tier 4 Final/ EU Stage IV	Cat® C9.3 ACERT™
Gross Power – SAE J1995	239 kW    320 hp
Net Power – SAE J1349	234 kW    314 hp
Net Power – ISO 14396	236 kW    316 hp

The reference to Tier 4 Final/Stage IV includes U.S. EPA Tier 4 Final, EU Stage IV, Japan 2014 (Tier 4 Final), as well as Korea Tier 4 Final emission standards.

## Weights

Rated Payload	24 tonnes	26.5 tons
<b>Body Capacities</b>		
Heaped SAE 2:1	15 m <sup>3</sup>	19.6 yd <sup>3</sup>

# Competitive Bid Worksheet

**Item: Purchase of Off-Road Dump Truck**

Bid Deadline/Opening Date: 1:00 P.M., Monday, September 24, 2018

Bids Received by deadline = 4

Vendor's Submitting Bids

Net Adjusted Price

Monthly Payment

**Alban Tractor Co., Inc.**  
P.O. Box 9595  
Baltimore, MD 21237

Cat 725-Q2 \*301,186

\*5955.66

Cat 730- \*336,655

\*6748.81

**JESCO**  
118 St. Nicholas Avenue  
South Plainfield, NJ 07080

John D-310E \*511,286.30

\*7025.07

**Elliott & Frantz, Inc.**  
38420 Sussex Highway  
Delmar, DE 19940

TA300 \*599,679

\*9,135.74

**Groff Tractor Mid-Atlantic (Folcomer)**  
P.O. Box 338  
Greenwood, DE 19950

NO BID


## Bid Form

I have reviewed the specifications and provisions for furnishing **One (1) New Off-Road Dump Truck** and understand the said requirements.

I hereby propose to furnish this unit as follows:

**One (1) New Off-Road Dump Truck**

Make: CATERPILLAR Model: 725 C2

Delivered to: Department of Public Works - Solid Waste Division  
7091 Central Site Lane, Newark, Maryland, 21841

Purchase with Guaranteed Buy Back at end of Seven (7) Years; Seven (7) Year, Full Machine Warranty with 12,500 hrs. and Seven (7) Year Parts Availability Warranty.

Acquisition Cost	\$ 416,186.00
Less Guaranteed Buy Back at end of Seven (7) Years	\$ 115,000.00
Net Adjusted Price	\$ 301,186.00
Monthly Payment for Eighty-four mo. - Lease Purchase Option	\$ 5,955.66
Interest Rate	\$ 5.35%

Described units will be delivered within 120 calendar days from receipt of written order.

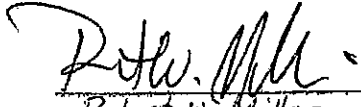
Successful bidder must supply County with equal machine once contract is awarded and Vendor has received OK to proceed until new machine is delivered and be responsible for all services and repairs to said machine.

Service facility location:

SALISBURY MD

**BID MUST BE SIGNED TO BE VALID.**

Date: 9-20-18

Signature:   
Typed Name: Robert W. Miller  
Title: Vice President  
Firm: Alban Tractor Co. Inc.  
Address: 8531 Pulaski Highway  
Baltimore, MD 21287  
Phone: 410-686-7777

EXCEPTIONS TO BID SPEC 725 ARTICULATED TRUCK

ENGINE HORSEPOWER SPEC IN BID REQUEST WAS 350 HP WITH 750 CU IN.

CATERPILLAR 725 HORSEPOWER IS 320 HP 9.3L 567CU IN.

35 HP

BODY SIZE 12 CAP NOT TO SPEC STRUCK

183 cu

RAS. Body struck spec was not listed in the spec's

**Bid Form**

I have reviewed the specifications and provisions for furnishing  
**One (1) New Off-Road Dump Truck** and understand the said requirements.

I hereby propose to furnish this unit as follows:

**One (1) New Off-Road Dump Truck**

Make: Caterpillar Model: 730

Delivered to: Department of Public Works - Solid Waste Division  
7091 Central Site Lane, Newark, Maryland, 21841

Purchase with Guaranteed Buy Back at end of Seven (7) Years; Seven (7) Year, Full Machine  
Warranty with 12,500 hrs. and Seven (7) Year Parts Availability Warranty.

Acquisition Cost	\$ 471,655.00
Less Guaranteed Buy Back at end of Seven (7) Years	\$ 135,000.00
Net Adjusted Price	\$ 336,655.00
Monthly Payment for Eighty-four mo. - Lease Purchase Option	\$ 6,748.81
Interest Rate	\$ 5.35%

Described units will be delivered within 120 calendar days from receipt of written  
order.

Successful bidder must supply County with equal machine once contract is awarded and  
Vendor has received OK to proceed until new machine is delivered and be responsible for all  
services and repairs to said machine.

Service facility location:  
Salisbury, MD

**BID MUST BE SIGNED TO BE VALID.**

Date: 9-20-18

Signature: [Signature]  
Typed Name: Robert W. Miller  
Title: Vice President  
Firm: Alban Tractor Co. Inc.  
Address: 8531 Pulaski Highway  
Baltimore MD 21237  
Phone: 410-686-7777

**Bid Form**

I have reviewed the specifications and provisions for furnishing **One (1) New Off-Road Dump Truck** and understand the said requirements.

I hereby propose to furnish this unit as follows:

**One (1) New Off-Road Dump Truck**

Make: John Deere Model: 310E

Delivered to: Department of Public Works - Solid Waste Division  
7091 Central Site Lane, Newark, Maryland, 21841

Purchase with Guaranteed Buy Back at end of Seven (7) Years; Seven (7) Year, Full Machine Warranty with 12,500 hrs. and Seven (7) Year Parts Availability Warranty. *Exception: Powertrain + Hydraulic Warranty*

Acquisition Cost	\$ <u>625,286.<sup>30</sup></u>
Less Guaranteed Buy Back at end of Seven (7) Years	\$ <u>114,000</u>
Net Adjusted Price	\$ <u>511,286.<sup>30</sup></u>
Monthly Payment for Sixty mo. - Lease Purchase Option	\$ <u>7,025.<sup>07</sup></u>
Interest Rate	\$ <u>4.<sup>25</sup></u>

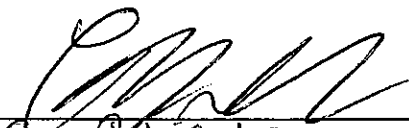
Described units will be delivered within 90 calendar days from receipt of written order.

**Successful bidder must supply County with equal machine once contract is awarded and Vendor has received OK to proceed until new machine is delivered and be responsible for all services and repairs to said machine.**

Service facility location: Delmar, Maryland

**BID MUST BE SIGNED TO BE VALID.**

Date: 9/17/18

Signature:   
Typed Name: Greg Blaszk  
Title: Secretary/Treasurer  
Firm: JESCO, Inc.  
Address: 118 St. Nicholas Ave  
5 Plainfield, NJ 07080  
Phone: 908-753-8080



**Bid Form**

I have reviewed the specifications and provisions for furnishing **One (1) New Off-Road Dump Truck** and understand the said requirements.

I hereby propose to furnish this unit as follows:

**One (1) New Off-Road Dump Truck**

Make: TEREX Model: TA 300

Delivered to: Department of Public Works - Solid Waste Division  
7091 Central Site Lane, Newark, Maryland, 21841

Purchase with Guaranteed Buy Back at end of Seven (7) Years; Seven (7) Year, Full Machine Warranty with 12,500 hrs. and Seven (7) Year Parts Availability Warranty.

Acquisition Cost	\$ <u>674,679</u>
Less Guaranteed Buy Back at end of Seven (7) Years	\$ <u>75,000</u>
Net Adjusted Price	\$ <u>599,679</u>
Monthly Payment for Eighty-four mo. - Lease Purchase Option	\$ <u>9,135.74</u>
Interest Rate	\$ <u>6.00 %</u>

Described units will be delivered within 90 calendar days from receipt of written order.

Successful bidder must supply County with equal machine once contract is awarded and Vendor has received OK to proceed until new machine is delivered and be responsible for all services and repairs to said machine.

Service facility location:  
ELLIOTT & FRANTZ, INC. 38420 Sussex Hwy. DelMAR, DE  
19940

**BID MUST BE SIGNED TO BE VALID.**

Date: 9-24-18  
Signature: Robert L. Schaeffer  
Typed Name: ROBERT L. SCHAEFFER  
Title: PRESIDENT  
Firm: ELLIOTT & FRANTZ, INC.  
Address: 38420 SUSSEX Highway  
DELMAR, DE. 19940  
Phone: 302-846-3033



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

14

**RECEIVED**  
 OCT 16 2018  
 Worcester County Admin

JOHN H. TUSTIN, P.E.  
 DIRECTOR

JOHN S. ROSS, P.E.  
 DEPUTY DIRECTOR

TEL: 410-632-5623  
 FAX: 410-632-1753

**MEMORANDUM**

**TO: Harold L. Higgins, Chief Administrative Officer**  
**FROM: John H. Tustin, P.E., Director** *JHT*  
**DATE: October 12, 2018**  
**SUBJECT: Worcester County Health Department – Berlin Facility**  
**Boiler Gas Conversion Project – Sandpiper Energy Right-of-Way**

**DIVISIONS**

**MAINTENANCE**  
 TEL: 410-632-3766  
 FAX: 410-632-1753

**ROADS**  
 TEL: 410-632-2244  
 FAX: 410-632-0020

**SOLID WASTE**  
 TEL: 410-632-3177  
 FAX: 410-632-3000

**FLEET MANAGEMENT**  
 TEL: 410-632-5675  
 FAX: 410-632-1753

**WATER AND WASTEWATER**  
 TEL: 410-641-5251  
 FAX: 410-641-5185

The Worcester County Health Department's Berlin office building is located at 9730 Healthway Drive in Berlin, MD and it is heated with three (3) 1997 Weil-McLain fuel oil-fired boilers. The boiler fuel is supplied from an underground storage tank (UST). The UST and associated underground fuel oil supply piping is aged and is in need of some expensive repairs. This building is one (1) of only four (4) County facilities left that utilize a UST for heating purposes. At this point in time it is believed that the best and safest solution would be to remove the UST and piping, install natural gas-fired boiler burners and connect directly to Sandpiper Energy's natural gas service that resides on Healthway Drive. Removal of the UST would eliminate the risk of soil contamination should an underground fuel oil leak occur. Upgrading the burners will provide cleaner emissions from the boilers. Summarized below are the estimated project costs to implement the above conversion.

<b>Item &amp; Description</b>	<b>Cost</b>
1. <u>Natural Gas Supply</u> ...Extend gas line from street to building	N/C
2. <u>Replacement Burners for Boilers</u> ...Labor and materials to provide and install new natural gas burners, all gas lines, gas permit, start up & calibration	\$9,854.00
3. <u>Removal of Underground Storage Tank</u> ...Oil removal and transport to Jail for reuse, removal of existing tank, cut, clean and tank disposal	\$9,500.00
4. <u>Excavated Soil Testing</u> ...State Required Soil Samples for testing – Qty. 1 required	\$395.00
5. <u>Fill Dirt for Excavation</u> ...Select fill for excavation to be provided by Worcester County Public Works	N/C
<b>Estimated Total Cost</b>	<b>\$19,749.00</b>

The first step in the process to implement this conversion is for the County to execute a Commercial Application for Natural Gas Service with Sandpiper Energy which is attached herein. The application has been reviewed by the County's attorney, Ms. Maureen Howarth, and she has marked up Sandpiper's terms and conditions to become suitable for the County. Sandpiper Energy is in full agreement with Ms. Howarth's changes to their terms and conditions and is ready to install their gas line at no charge to the County. Sandpiper's standard commercial application for natural gas service includes assignment of a right-of-way on the County's property for extending their gas line. Ms. Howarth has limited the right-of-way to the time frame for installation only. Currently, the boilers are inoperable due to the degradation in the underground piping. In order to implement this conversion before the winter heating season it is requested that the County sign the attached marked up agreement and take the action to provide the right-of-way in accordance of the attached gas line routing map as agreed to by Greg Denston of Sandpiper Energy. Ms. Howarth has indicated the County may address the right-of-way requirements by assigning a legal easement for this project.

Unassigned Funds, \$52,000.00, are available for this project.

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

Attachments

cc: Kenneth J. Whited



# Commercial Application For Gas Service

PG. 1

### Application Information

Division \_\_\_\_\_

New Account # \_\_\_\_\_

### 1. Applicant information

Customer Info:  Own  Lease

Company Name: County Commissioners of Worcester County, MD

New Account Name (if different) Worcester County Health Dept.

Service Address: 9730 Healthway Dr.

City, State, Zip: Berlin, MD 21811

Billing Address: 1613 Timmons Rd

City, State, Zip: SNOW HILL, MD 21863

### 2. Contact Information

Contact Person: Michael Hutchinson

Title of Contact: Maintenance Supervisor

Email of Contact: mhutchinson@co.worcester.md.us

Contact Cell Phone: 443-3105-3931

Office Phone: 410-1032-37166

Landline/Other Phone: NONE

Project Name (if applicable): N/A

Developer/Engineering Firm: N/A

### 3. Service request type

New Construction

New Service, Existing Building

Additional Gas Load

Relocating Existing Service

Adding Sutes/Meters

Construction Heat Needed

### 4. Please provide info about your usage, equipment, etc.

Appliance	Fuel Type	Qty.	BTU Rating	Approx. Hrs. per Day
Weil-mcain gold oil Boilers	oil	3	249,000	2.05 gph ea. unit to maintain temperature
model # A/B-W160-7				
series 2				

### 5. Which delivery pressure is required for your business?

Low (1/4 psi, 7" wc.)

2 psi

5 psi

Propane (11-13" wc)

Other, Please Specify \_\_\_\_\_

### 6. Please indicate approximate square footage for building that will utilize natural gas.

Approximately: 13,500 Sq. ft.

### 7. Please specify date gas is needed.

Date: \_\_\_\_\_

### 8. Please provide information about the contractor who will be installing the natural gas equipment.

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax #: \_\_\_\_\_

### 9. Please indicate all permits and right of ways needed, along with respective contact information for such permits.

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# Commercial Application For Natural Gas Service

PG. 2 Landowner

- The applicant understands and agrees that prior to installation of underground gas piping, the Landowner shall have established the final grade of the route and that after installation of the line the grade shall not be increased or decreased more than 6" without the approval of Chesapeake Utilities (the Company). If applicant is not the Landowner, the Landowner shall also be a signatory to this Agreement and bound by its terms.
- Easement: Right of Access**
  - The Landowner and the applicant hereby grant and convey to the Company and its agents and contractors, an easement on the above-described lands for the purpose of clearing, installing and maintaining underground gas piping and for using any necessary equipment in, on and across the above-described lands ~~and for extending such lines as may reasonably be necessary to extend service to future applicants for such service.~~ The Company shall use reasonable efforts to locate such extensions along or near property lines.
  - The Landowner, jointly with other Landowners on the same extension of the gas line, hereby grants and conveys, without cost to the Company, a right-of-way, which the Landowner has the obligation to maintain and the Company has the right to clear, adequate for extension of the gas line and along a route approved by the Company. **The right-of-way is only in effect for time period of installation.**
  - If requested by the Company, the Landowner and the applicant shall grant to the Company an easement and right-of-way in recordable form conveying the rights and privileges in (a) and (b) above.
- The Landowner, the applicant and their agents and successors and assigns, jointly and severally, agree to indemnify and hold the Company and its agents and affiliates harmless from any and all claims against the Company and its agents and affiliates incurred as a result of or in connection with (i) any action or omission of the Landowner, the applicant or their respective agents, (ii) any action or omission of the Company or its agents and affiliates contemplated by this Agreement and (iii) any breach of any representation, warranty, covenant, obligation or agreement of the Landowner or the applicant contained herein. **related to this agreement**
- This Agreement shall become effective only upon acceptance of the application by the Company, which shall be deemed to occur when it has been signed on behalf of the Company.
- The Landowner hereby authorizes the Company to obtain one or more consumer credit reports about the Landowner in connection with this Agreement. The Landowner acknowledges that the Company will consider the reports in deciding to accept the application.
- The Landowner ~~and the applicant~~ <sup>is</sup> jointly and severally responsible for notifying the Company of contaminated media (soil, groundwater, etc.) that may be present on the premises prior to Company commencing installation or extension of service. The Company reserves the right to consider alternate service routes, if necessary, to avoid contaminated media. The Landowner ~~and the applicant~~ shall be jointly and severally liable for additional costs incurred by the Company, or its contractor, if contaminated media is encountered during the installation of service. **is**
- The Landowner is expected to have the meter set within 6 months of the installed service date. After the 6 month period the Landowner will incur monthly service charges ~~and may incur all construction costs~~.
- If contaminated media is encountered during the installation or extension of service, the Company, or its contractor, shall terminate the installation or extension of service and notify the applicant. ~~The applicant is responsible for reporting the discovery of contamination to the appropriate agencies. The applicant and the Landowner are jointly and severally responsible for management of any contaminated media generated during the installation of service.~~
- If there is a request for gas pressure change (i.e. 7" to 2 lbs.) or if there is a need to increase meter size (i.e. 250 to a 425), the Landowner shall be liable for the costs and fees for Company personnel to make the change.
- This Agreement shall be binding upon the heirs, successors and assigns of ~~each of the applicant and the Landowner.~~ This Agreement may not be assigned by the applicant or the Landowner to any person, including, without limitation, any tenant or future purchaser of the premises.
- The Company agrees to furnish ~~and the applicant~~ <sup>Landowner</sup> agree to take and pay for utility service in accordance with provisions and rates approved by the State Regulatory Authority; subject to all applicable rules of the Company on file with the State Regulatory Authority including, but not limited to, terms and conditions of this Agreement until such time as the applicant/customer discontinues service.
- Affirmative Action Notice:** Vendors and subcontractors are notified they may be subject to the provisions of: 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(a); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements.  
This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) These regulations prohibits discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

TO EXTENT PERMITTED BY LAW

### TRENCH MARKING AGREEMENT

The applicant and the Landowner agree that the Company or its contractor will dig, trench, plow or bore on the property for the installation of utility service. Utility rates are based on rough grade construction meaning the Company will backfill and smooth over any excavations that the Company performs. *Final restoration, grass seeding, watering and mowing are the responsibility of the applicant and the Landowner.*

Prior to digging, trenching, or boring, the Company will identify the route of the proposed excavation. The Company, or its contractor, will notify other utility owners to facilitate the marking of existing underground utilities of those participating in Miss Utility or such similar program.

The applicant and the Landowner agree to physically mark the location of any and all owned obstacles that lie underground within ten feet of proposed excavation. Such obstacles include, but are not limited to, septic and sewer systems, buried wires for out-buildings or decorative lighting, irrigation lines, invisible dog fences, and LP gas lines. The applicant and the Landowner shall mark the location of all of these obstacles with stakes or flags or by painting the ground. The applicant and the Landowner hereby accept any and all responsibility for damage to, or damage done by striking, any such underground obstacle that is not properly and completely marked ~~that was Landowner's~~ **to m**

### APPROVAL AND ACCEPTANCE (I have read and understand the terms and condition above)

Signature - Applicant	Applicant Printed Name	Date
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Signature - Landowner (if separate from the applicant)	Landowner Printed Name	Date
--------------------------------------------------------	------------------------	------

Credit Manager Signature	Deposit Amount	Date	Date Meter Set
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### FOR OFFICE USE ONLY

Date Received	CIAC Amount	Service number and extension	Customer Account No.
	\$	Paid Y/N	

4



Commercial Application For Natural Gas Service

PG. 3

10. If you currently have another account with Chesapeake Utilities, please reference it below by name, or account number.

Otherwise, to avoid paying a deposit, provide a payment history from another utility stating that you have had 12 consecutive months of good payment history. If you would like to pay a deposit, the amount will be figured based on two months of anticipated usage, and the deposit will be returned once the customer has shown the utility that there has been a sufficient amount of timely payments.

- Existing Account Name (if applicable) \_\_\_\_\_
- Payment history is attached

11. Please use the space below to draw a sketch of the facility noting nearest street, and meter location (on either the front or side of the building).

SEE ATTACHED  
 AERIAL PHOTOS  
 WITH GAS LINE  
 ROUTING

12. Confirmation

Please sign below to confirm that the information has been completed fully and accurately to the best of your ability.

Customer Signature: \_\_\_\_\_

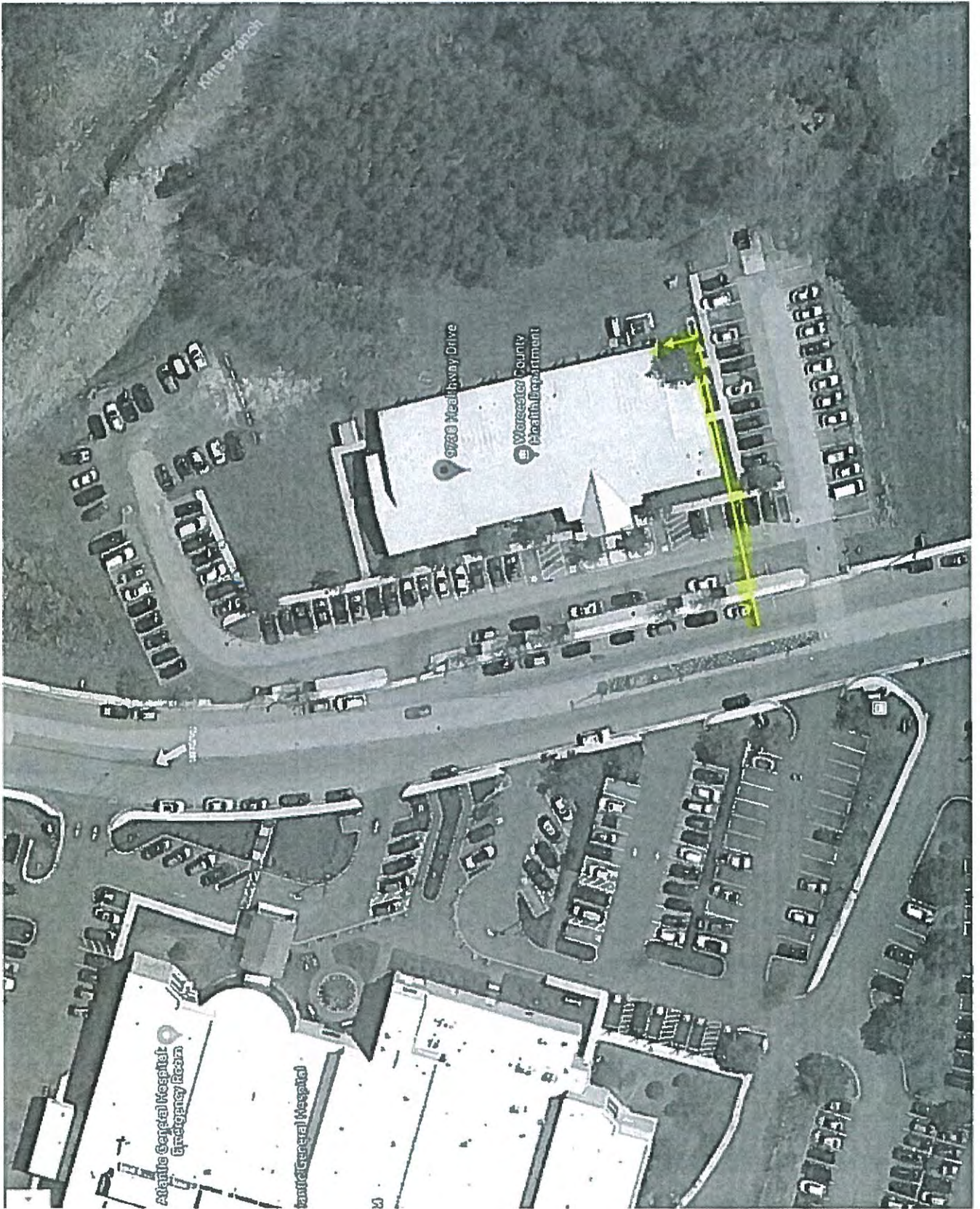
Date: \_\_\_\_\_

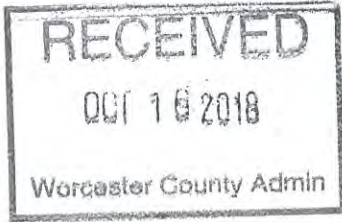
Credit Manager Approval: \_\_\_\_\_

Date: \_\_\_\_\_

5

WORCESTER COUNTY HEALTH DEPARTMENT  
BERLIN FACILITY BOILER CONVERSION PROJECT – SANDPIPER EASEMENT LAYOUT





15

DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863  
TEL: 410-632-1200 / FAX: 410-632-3008  
[www.co.worcester.md.us/drpd/index.htm](http://www.co.worcester.md.us/drpd/index.htm)

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Edward A. Tudor, Director *EAT*  
DATE: October 16, 2018  
RE: 13412 Madison Avenue Demolition Bids

\*\*\*\*\*

Bids were opened on Friday, October 5, 2018 at 1:00 p.m. for the demolition of the nuisance structure located at 13412 Madison Avenue. The sole bidder for the work was Delmarva Arborists, LLC, in the amount of \$25,300. The only exception taken was for asbestos removal and disposal and this exception is provided for in the request for proposals. Unless the County Commissioners wish to rebid the project in hopes of attaining additional bids, I recommend awarding the bid to Delmarva Arborists, LLC, in the amount of \$25,300 plus asbestos removal and disposal, should any be identified in the structure.

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

Attachment

cc: Jennifer Keener, Zoning Administrator  
Lisa Wilkens, Zoning Inspector



# Competitive Bid Worksheet

**Item: Demolition of 13412 Madison Avenue - Ocean City**

Bid Deadline/Opening Date: 1:00 P.M., October 5, 2018

Bids Received by deadline = 1

Vendor's Submitting Bids

Total Lump Sum Bid

**Delmarva Arborists, LLC**  
712 Ramsey Ct - 203  
Salisbury, MD 21804

\$25,300

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## NOTICE TO BIDDERS

### Demolition and Disposal of Structure at 13412 Madison Avenue in Ocean City Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for the demolition and disposal of a residential structure located at 13412 Madison Avenue, Ocean City, Maryland 21842. Bid specification packages and bid forms may be picked up from the Office of the County Commissioners, Worcester County Government Center, One West Market Street - Room 1103, Snow Hill, Maryland 21863, obtained online at [www.co.worcester.md.us](http://www.co.worcester.md.us) or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. Any questions must be submitted in writing to the Department of Development Review & Permitting, Government Center, One West Market Street, Room 1201, Snow Hill, Maryland 21863, by 1:00 PM EST on Monday, October 1, 2018. **Sealed bids will be accepted until 1:00 PM EST, Friday, October 5, 2018** in the Office of the County Commissioners, Worcester County Government Center, One West Market Street - Room 1103, Snow Hill, Maryland 21863, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Bid for Demolition of 13412 Madison Avenue**" in the lower left-hand corner. After opening, bids will be forwarded to the Department of Development Review & Permitting for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Edward A. Tudor, Director, Development Review & Permitting, at the above address or by email to [etudor@co.worcester.md.us](mailto:etudor@co.worcester.md.us). Email correspondence is encouraged.

Worcester County Maryland

Request For Proposal

Building/Structure Demolition

Location of Work: 13412 Madison Ave, Ocean City MD 21842

Worcester County Contact: Nuisance Abatement Order #18-1

Proposal Due: October 5, 2018

1. Description of Work

- a. The structure at the above location will be demolished and completely removed from the property. The structure is not occupied and has been declared by the Commissioners of Worcester County to be a public nuisance. The demolition includes the removal of the entire structure and its contents, proper disposal of all material and debris, the cutting and disposal of all vegetation to allow access, and the restoration of the site.

2. Scope of Work

a. Hazardous Materials Survey

- i. Conduct a hazardous materials survey of the structure and property. The survey must be conducted by an approved vendor, licensed by the State of Maryland. Results of the survey are to be provided to Worcester County prior to demolition activities.
- ii. Removal of any asbestos or other hazardous substances identified in the survey shall be completed by a licensed contractor in accordance with State and Federal Regulations.
- iii. The cost of any identified hazardous material may be considered a change order to the original cost of the contract. Prior approval of the change order must be completed, in writing, with Worcester County. Any

hazardous material removal in excess of \$10,000 requires at least three proposals from licensed contractors.

b. Rodents, Pests and Animals

- i. Inspect the structure and contents to the extent possible for rodents, pests and animals prior to any site demolition.
- ii. Extract any Rodent, Pests or Animals by appropriate means prior to demolition activities.

c. Work areas, Adjacent Properties and Access

- i. Establish safe work areas for demolition operations.
- ii. Secure agreements with adjacent property owners if necessary to carry out the demolition.
- iii. Establish loading and hauling routes with State and County agencies and conduct traffic control if required.
- iv. Post and barricade work area to assure safety. The contractor shall provide, erect and maintain at all times suitable barricades, fences, signs or other adequate protection (including danger lights, area lights, signals, watchmen) as may be necessary to ensure site safety.
- v. The Contractor shall supply sanitary facilities for site use by workers. All facilities shall be maintained and comply with local State health standards.

d. Permits

- i. Secure all necessary permits or certificates required to complete the demolition in accordance with Federal, State and Local jurisdictions.
- ii. Permits include – but not limited to:
  1. Worcester County Demolition Permit in cooperation with the County. (No fee will be required).
  2. Worcester County Sediment and Erosion Control if area disturbed for demolition exceeds 5000 Square feet.

3. Maryland Department of Environment Notification of Intent to Demolish (800-633-6101).

e. Utility Services

- i. Coordinate the safe removal of all utilities that serve the structure including electric, phone, cable television, sewer and water by the appropriate utility company.
- ii. Secure and maintain an updated Miss Utility ticket.
- iii. All utilities and piping to be cut off and capped before entering the building to be completed prior to demolition.

f. Demolition

- i. Demolish designated structure/s including all foundations, footings, slab, below and above grade components and related appurtenances. Crush and fill septic tanks identified onsite by County personnel.
- ii. Execute all demolition work in a safe, orderly manner. Barricade site and cover as necessary to protect all pedestrians, workmen and adjacent properties. Control dusting associated with the demolition.
- iii. Avoid encroachment on adjacent properties. Contact all adjacent property owners prior to demolition. If encroachment is required to safely execute work, complete agreement in writing with adjacent owners and provide to County prior to site demolition work. The demolition contractor shall repair and damage to adjoining properties, buildings, vehicles, buildings, landscaping, soils, etc. as a result of demolition or demolition operations.
- iv. Provide if necessary, erosion and sediment control measures.
- v. In the case of wells present, County Environmental Programs will identify for closure to be provided by a licensed well installation contractor.

g. Restoration of Site

- i. Backfill any excavated and below exterior grade area as a result of the demolition.

- ii. Provide and place clean AASHTO A-2-4 backfill material as required to level site.
  - iii. Areas damaged and disturbed by the demolition shall be re-seeded with appropriate ground cover and covered with straw. Backfill shall be stabilized.
- h. Disposal
- i. All demolition material, braches, vegetation, trash and debris shall become the property of the Contractor and be promptly removed from site. Contractors shall not be permitted to bury, store, stage or allow debris to accumulate at site. Any salvage operation is not permitted to continue at site beyond building demolition.
  - ii. Transport demolition waste materials from the site and dispose of at a legal offsite disposal area. Provide documentation of disposal in a legal landfill or recycler. Documentation of proper disposal will be required to release final payment of funds.
  - iii. On completion of the demolition, the property and adjacent areas shall be neat and clean to the satisfaction of the Project Manager, County and State inspectors.

### 3. Schedule of Work

- a. Work will proceed when released by Worcester County. Proposals shall include contractors first available date for work at site.
- b. All work shall be scheduled between the hours of 7:00 am and 8:00 pm on weekdays and 9:00 am to 8:00 pm weekends.

### 4. Proposal Requirements

- a. Pricing shall be proposed as lump sum for the entire project. Hazardous material investigation shall be included with the lump sum proposal. Actual hazardous material abatement costs shall be identified and submitted as a change order for approval by the Commissioners of Worcester County Maryland, if required.
- b. A separate contract with Worcester County may be required prior to the completion of this work.
- c. Proof of Insurance is required to be provided and accepted by Worcester County.

- 
- d. The proposals will be evaluated and award based on best overall value. Worcester County reserves the option to reject any and all proposals.
  - e. By submitting a proposal, the Contractor acknowledges that they have investigated the work and all conditions affecting the work including but not limited to physical conditions of the site, access to water, electric and other utilities, the character and quantity of all surface and subsurface materials or obstacles to be encountered. Failure to adequately investigate the work will not relieve the responsibility to successfully perform the work.
  - f. Discrepancies and incomplete information requests shall be submitted to Worcester County by the contractor prior to the proposal due date.
  - g. Contractors must be licensed in the State of Maryland to perform the services requested. Contractors may be required to provide proof of experience and references at the request of Worcester County.
  - h. Payment shall be governed by the award amount. Worcester County will not pay for incomplete work. 10% retention will be held until final disposal documentation and final release of liens is provided to Worcester County.
  - i. Proposals are requested by 1:00 pm Friday October 5, 2018 provided to Worcester County Administration, One West Market Street – Room 1103 Snow Hill, Md. 21863. Proposals must be marked – Demolition Services and reference the property address in the lower left of the envelope. Proposals must include any exceptions pertaining to this scope of work. Complete and return the attached bid form by the proposal due date.

Delmarva Arborists, LLC  
(NAME OF COMPANY)

submits this proposal for the following project:

Building/Structure Demolition for:

Location: 13412 Madison Ave. Ocean City, MD 21842

**A. Proposal Pricing**

Lump Sum Scope of Work – Inspections, Demolition, Disposal, Restoration

\$ 25,300.00

List Exceptions to the Scope of Work Asbestos removal fees.

**B. Addendum Acknowledgement**

Addendum # \_\_\_\_\_ - Signature \_\_\_\_\_

**C. Maryland Licensed Material Inspection Contractor**

Company Name: HAUN ENVIRONMENTAL CONSULTING

Company Contact: Phillip Haun

MD License: 17029491

Phone Number: 202-207-5737

**D. Bid must be signed to be considered**

Date 10/04/2018

Signature: \_\_\_\_\_

Name: Mauricio Soares

Company: Delmarva Arborists, LLC

Address: 712 Ramsey ct, 203 - Salisbury, MD 21804

Telephone: 302-581-9494

MD License: Z18368589 / LTE 2210



Delmarva Arborists, LLC  
712 Ramsey Court, 203  
Salisbury, MD 21804  
(302) 581-9494  
hello@delmarvaarborists.com  
www.delmarvaarborists.com



# ESTIMATE

## ADDRESS

Worcester County  
1 West Market Street  
Snow Hill, MD 21863 Worcester

ESTIMATE # 372  
DATE 10/05/2018  
EXPIRATION DATE 11/02/2018

DATE	QTY	DESCRIPTION	RATE	AMOUNT
10/05/2018	1	Demo home and remove from property. Remove fallen dead tree in rear and dispose. Remove concrete pad and steps in rear, remove and dispose all trash and debris on property. Keep alive trees and bushes. Install silt fence.	25,300.00	25,300.00

Does not include asbestos removal and disposal.

TOTAL

**\$25,300.00**

Accepted By

Accepted Date

A service charge of 10% per month will be added to all invoices that are overdue. In the event that this contract, upon default of any provisions herein, is placed in the hands of an attorney for the purpose of collection, the customer agrees to pay a reasonable attorneys fee of 30% of the amount due hereunder, together with court costs and interest from the date of judgment.

10

# Competitive Bid Worksheet

**Item: Demolition of 13412 Madison Avenue - Ocean City**

Bid Deadline/Opening Date: 1:00 P.M., October 5, 2018

Bids Received by deadline = 1

Vendor's Submitting Bids

Total Lump Sum Bid

**Delmarva Arborists, LLC**  
712 Ramsey Ct - 203  
Salisbury, MD 21804

\$25,300

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Delmarva Arborists, LLC  
(NAME OF COMPANY)

submits this proposal for the following project:

Building/Structure Demolition for:

Location: 13412 Madison Ave. Ocean City , MD 21842

A. Proposal Pricing

Lump Sum Scope of Work – Inspections, Demolition, Disposal, Restoration

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Delmarva Arborists, LLC  
 712 Ramsey Court, 203  
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 hello@delmarvaarborists.com  
 www.delmarvaarborists.com



# ESTIMATE

**ADDRESS**

Worcester County  
 1 West Market Street  
 Snow Hill, MD 21863 Worcester

ESTIMATE # 372  
 DATE 10/05/2018  
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Does not include asbestos removal and disposal.

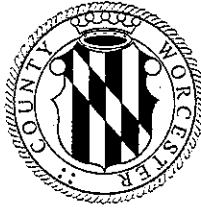
TOTAL

**\$25,300.00**

Accepted By

Accepted Date

A service charge of 10% per month will be added to all invoices that are overdue. In the event that this contract, upon default of any provisions herein, is placed in the hands of an attorney for the purpose of collection, the customer agrees to pay a reasonable attorneys fee of 30% of the amount due hereunder, together with court costs and interest from the date of judgment.



OFFICE OF THE  
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

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

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

September 19, 2018

**FAXED**  
9/19/18 @ 6:20pm

TO: *The Daily Times* Group and *Ocean City Today* Group  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL.*

Please print the attached Notice to Bidders in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on September 27, 2018. Thank you.

### NOTICE TO BIDDERS

#### Demolition and Disposal of Structure at 13412 Madison Avenue in Ocean City Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for the demolition and disposal of a residential structure located at 13412 Madison Avenue, Ocean City, Maryland 21842. Bid specification packages and bid forms may be picked up from the Office of the County Commissioners, Worcester County Government Center, One West Market Street - Room 1103, Snow Hill, Maryland 21863, obtained online at [www.co.worcester.md.us](http://www.co.worcester.md.us) or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. Any questions must be submitted in writing to the Department of Development Review & Permitting, Government Center, One West Market Street, Room 1201, Snow Hill, Maryland 21863, by 1:00 PM EST on Monday, October 1, 2018. **Sealed bids will be accepted until 1:00 PM EST, Friday, October 5, 2018** in the Office of the County Commissioners, Worcester County Government Center, One West Market Street - Room 1103, Snow Hill, Maryland 21863, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Bid for Demolition of 13412 Madison Avenue**" in the lower left-hand corner. After opening, bids will be forwarded to the Department of Development Review & Permitting for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Edward A. Tudor, Director, Development Review & Permitting, at the above address or by email to [etudor@co.worcester.md.us](mailto:etudor@co.worcester.md.us). Email correspondence is encouraged.

Worcester County Maryland  
Request For Proposal  
Building/Structure Demolition

Location of Work: 13412 Madison Ave, Ocean City MD 21842

Worcester County Contact: Nuisance Abatement Order #18-1

Proposal Due: October 5, 2018

1. Description of Work

- a. The structure at the above location will be demolished and completely removed from the property. The structure is not occupied and has been declared by the Commissioners of Worcester County to be a public nuisance. The demolition includes the removal of the entire structure and its contents, proper disposal of all material and debris, the cutting and disposal of all vegetation to allow access, and the restoration of the site.

2. Scope of Work

a. Hazardous Materials Survey

- i. Conduct a hazardous materials survey of the structure and property. The survey must be conducted by an approved vendor, licensed by the State of Maryland. Results of the survey are to be provided to Worcester County prior to demolition activities.
- ii. Removal of any asbestos or other hazardous substances identified in the survey shall be completed by a licensed contractor in accordance with State and Federal Regulations.
- iii. The cost of any identified hazardous material may be considered a change order to the original cost of the contract. Prior approval of the change order must be completed, in writing, with Worcester County. Any

hazardous material removal in excess of \$10,000 requires at least three proposals from licensed contractors.

b. Rodents, Pests and Animals

- i. Inspect the structure and contents to the extent possible for rodents, pests and animals prior to any site demolition.
- ii. Extract any Rodent, Pests or Animals by appropriate means prior to demolition activities.

c. Work areas, Adjacent Properties and Access

- i. Establish safe work areas for demolition operations.
- ii. Secure agreements with adjacent property owners if necessary to carry out the demolition.
- iii. Establish loading and hauling routes with State and County agencies and conduct traffic control if required.
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d. Permits

- i. Secure all necessary permits or certificates required to complete the demolition in accordance with Federal, State and Local jurisdictions.
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3. Maryland Department of Environment Notification of Intent to Demolish (800-633-6101).

e. Utility Services

- i. Coordinate the safe removal of all utilities that serve the structure including electric, phone, cable television, sewer and water by the appropriate utility company.
- ii. Secure and maintain an updated Miss Utility ticket.
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f. Demolition

- i. Demolish designated structure/s including all foundations, footings, slab, below and above grade components and related appurtenances. Crush and fill septic tanks identified onsite by County personnel.
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- iv. Provide if necessary, erosion and sediment control measures.
- v. In the case of wells present, County Environmental Programs will identify for closure to be provided by a licensed well installation contractor.

g. Restoration of Site

- i. Backfill any excavated and below exterior grade area as a result of the demolition.



- ii. Provide and place clean AASHTO A-2-4 backfill material as required to level site.
- iii. Areas damaged and disturbed by the demolition shall be re-seeded with appropriate ground cover and covered with straw. Backfill shall be stabilized.

h. Disposal

- i. All demolition material, braches, vegetation, trash and debris shall become the property of the Contractor and be promptly removed from site. Contractors shall not be permitted to bury, store, stage or allow debris to accumulate at site. Any salvage operation is not permitted to continue at site beyond building demolition.
- ii. Transport demolition waste materials from the site and dispose of at a legal offsite disposal area. Provide documentation of disposal in a legal landfill or recycler. Documentation of proper disposal will be required to release final payment of funds.
- iii. On completion of the demolition, the property and adjacent areas shall be neat and clean to the satisfaction of the Project Manager, County and State inspectors.

3. Schedule of Work

- a. Work will proceed when released by Worcester County. Proposals shall include contractors first available date for work at site.
- b. All work shall be scheduled between the hours of 7:00 am and 8:00 pm on weekdays and 9:00 am to 8:00 pm weekends.

4. Proposal Requirements

- a. Pricing shall be proposed as lump sum for the entire project. Hazardous material investigation shall be included with the lump sum proposal. Actual hazardous material abatement costs shall be identified and submitted as a change order for approval by the Commissioners of Worcester County Maryland, if required.
- b. A separate contract with Worcester County may be required prior to the completion of this work.
- c. Proof of Insurance is required to be provided and accepted by Worcester County.



- d. The proposals will be evaluated and award based on best overall value. Worcester County reserves the option to reject any and all proposals.
- e. By submitting a proposal, the Contractor acknowledges that they have investigated the work and all conditions affecting the work including but not limited to physical conditions of the site, access to water, electric and other utilities, the character and quantity of all surface and subsurface materials or obstacles to be encountered. Failure to adequately investigate the work will not relieve the responsibility to successfully perform the work.
- f. Discrepancies and incomplete information requests shall be submitted to Worcester County by the contractor prior to the proposal due date.
- g. Contractors must be licensed in the State of Maryland to perform the services requested. Contractors may be required to provide proof of experience and references at the request of Worcester County.
- h. Payment shall be governed by the award amount. Worcester County will not pay for incomplete work. 10% retention will be held until final disposal documentation and final release of liens is provided to Worcester County.
- i. Proposals are requested by 1:00 pm Friday October 5, 2018 provided to Worcester County Administration, One West Market Street – Room 1103 Snow Hill, Md. 21863. Proposals must be marked – Demolition Services and reference the property address in the lower left of the envelope. Proposals must include any exceptions pertaining to this scope of work. Complete and return the attached bid form by the proposal due date.

\_\_\_\_\_  
(NAME OF COMPANY)

submits this proposal for the following project:

Building/Structure Demolition for:

Location: 13412 Madison Ave. Ocean City , MD 21842  
\_\_\_\_\_

**A. Proposal Pricing**

Lump Sum Scope of Work – Inspections, Demolition, Disposal, Restoration

\$ \_\_\_\_\_

List Exceptions to the Scope of Work \_\_\_\_\_

**B. Addendum Acknowledgement**

Addendum # \_\_\_\_\_ - Signature \_\_\_\_\_

**C. Maryland Licensed Material Inspection Contractor**

Company Name: \_\_\_\_\_

Company Contact: \_\_\_\_\_

MD License: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**D. Bid must be signed to be considered**

Date \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

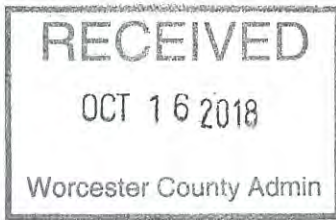
Telephone: \_\_\_\_\_

MD License: \_\_\_\_\_

## Worcester County RFP

Provide Demolition Services for 13412 Madison Ave., Ocean City Maryland  
21842

<p>Absolute Demolition PO Box 662 Ocean City, MD 21843</p> <p>Bryant Bunting P: 410-289-9900 absolutedemolition@comcast.net</p>	<p>Miller's Land Service, Inc. 11076 Stewart Neck Road Princess Anne, Maryland 21853</p> <p>Ryan Miller P: 443-783-2018 f: 410-651-0831 rsmiller.mls@gmail.com</p>
<p>Bennett Construction 518 S. Camden Avenue Fruitland, MD 21826</p> <p>Bruce Giordano 410-749-3116 bruce@bennettcompanies.com</p>	<p>Scrimgeor's Farm All, LLC 5728 George Island Landing Road Stockton, MD 21864</p> <p>Harold Scrimgeour P:410-3-632-0553 f: 410-632-2170 hscrimg@comcast.net</p>
<p>Beauchamp Construction PO Box 389 – 900 Clarke Avenue Pocomoke, MD 21851</p> <p>Tom Beauchamp 410-957-1100 tom@bbcs.net</p>	



16

DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**


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

TEL: 410-632-1200 / FAX: 410-632-3008  
[www.co.worcester.md.us/drp/drpindex.htm](http://www.co.worcester.md.us/drp/drpindex.htm)

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Harold Higgins, Chief Administrative Officer  
FROM: Edward A. Tudor, Director, Development Review and Permitting   
DATE: October 16, 2018  
RE: Request to Schedule Public Hearing – Sea Oaks Residential Planned Community (RPC)

.....

The Department is in receipt of an application submitted by Sea Oaks Village, LLC which seeks to establish a residential planned community (RPC) floating zone on the property known as Sea Oaks, located on the westerly side of MD Route 611 (Stephen Decatur Highway), north of Sinepuxent Road. The proposed RPC consists of a 59 townhouse unit development and two commercial buildings consisting of 24,570 square feet of mixed use. It is anticipated to be reviewed by the Planning Commission at its meeting on Thursday, November 1, 2018.

Jennifer K. Keener, Zoning Administrator, will prepare the written findings of fact and recommendation on the Planning Commission’s behalf and a copy will be forwarded to the County Commissioners’ Office as soon as it is complete. So that we may advise the applicant of the anticipated public hearing date, we ask that the hearing for this case be scheduled by the County Commissioners.

For your convenience, a draft advertisement for the required public hearing is attached herewith and an electronic copy has been forwarded to your office as well. The concept plan has been included for the Commissioner’s convenience in gaining a sense of the project. The entire package will be made available for the public hearing. If you have any questions, or need any further clarification, please do not hesitate to contact me. As always, I will be available to discuss the matter with you and the County Commissioners at your convenience.

EAT: jkk

NOTICE OF PUBLIC HEARING  
FOR  
ESTABLISHMENT OF A  
RESIDENTIAL PLANNED COMMUNITY (RPC)

SEA OAKS VILLAGE RPC  
WESTERLY SIDE OF MD ROUTE 611  
NORTH OF SINEPUXENT ROAD

TENTH TAX DISTRICT  
WORCESTER COUNTY, MARYLAND

Pursuant to Sections 1-114 and 1-315 of the Worcester County Zoning Ordinance, application has been filed with the Worcester County Commissioners by Sea Oaks Village, LLC to establish a Residential Planned Community (RPC) on property located on the west side of MD Route 611 (Stephen Decatur Highway), north of Sinepuxent Road. Located in the Tenth Tax District of Worcester County, Maryland, the property is designated on Tax Map 26 as Parcel 274, Lot 3A. The Worcester County Planning Commission is scheduled to review the Sea Oaks Residential Planned Community application at its meeting of November 1, 2018 and will forward its recommendation to the County Commissioners thereafter.

Pursuant to Sections 1-114 and 1-315 of the Worcester County Zoning Ordinance, the County Commissioners will hold a

PUBLIC HEARING  
ON  
TUESDAY, \_\_\_\_\_  
AT \_\_\_\_\_  
COUNTY COMMISSIONERS' OFFICE  
ROOM 1101 - GOVERNMENT CENTER  
ONE WEST MARKET STREET  
SNOW HILL, MARYLAND 21863

At said public hearing the County Commissioners will consider the Residential Planned Community and the recommendation of the Planning Commission, any proposed restrictions, conditions or limitations as may be deemed by them to be appropriate to preserve, improve, or protect the general character and design of the lands and improvements being developed, and the advisability of reserving the power and authority to approve or disapprove the design of building, construction, landscaping or other improvements, alterations and changes made or to be made on the subject land or lands to assure conformity with the intent and purpose of applicable State laws and regulations and the County Zoning Ordinance.

A map of the proposed area, the staff file on the Residential Planned Community application and the Planning Commission's file, which will be entered into record at the public hearing, are available for inspection at the Department of Development, Review and Permitting, Government Center Room 1201, One West Market Street, Snow Hill, Maryland 21863 between the hours of 8:00A.M. and 4:30 P.M., Monday through Friday (except holidays). Interested parties may also call (410) 632-1200.

Diana Purnell, President

# SEA OAKS VILLAGE

## RESIDENTIAL PLANNED COMMUNITY

**SITE DATA**

**PARCEL DESCRIPTION**  
 100 ACRES, 25A, 1740 ACRES  
 WEST OF CITY, MARYLAND

**PROPERTY OWNERS**  
 SEA OAKS VILLAGE, LLC  
 100 ACRES, 25A, 1740 ACRES  
 MULTIPLE PARCELS

**EXISTING ZONING**  
 1-172 ACRES C-1 (RESIDENTIAL COMMERCIAL)  
 1-172 ACRES C-1 (RESIDENTIAL COMMERCIAL)  
 1-172 ACRES C-1 (RESIDENTIAL COMMERCIAL)

**SITE AREA**  
 1-172 ACRES (TOTAL)  
 1-172 ACRES (TOTAL)  
 1-172 ACRES (TOTAL)

**PROPOSED USE**  
 RESIDENTIAL PLANNED COMMUNITY  
 1-172 ACRES (TOTAL)  
 1-172 ACRES (TOTAL)  
 1-172 ACRES (TOTAL)

**RESIDENTIAL DENSITY: 2.3 AREA ONLY**  
 100 ACRES ON 100 ACRES = 1.00 IMPROVEMENT

**AREA BREAKDOWN: RESIDENTIAL = 4,235,78 ACRES**  
 1-172 ACRES (TOTAL)  
 1-172 ACRES (TOTAL)  
 1-172 ACRES (TOTAL)  
 1-172 ACRES (TOTAL)  
 1-172 ACRES (TOTAL)

**AREA BREAKDOWN: COMMERCIAL = 2,122 ACRES**  
 1-172 ACRES (TOTAL)  
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 1-172 ACRES (TOTAL)  
 1-172 ACRES (TOTAL)

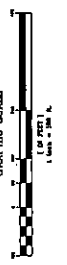
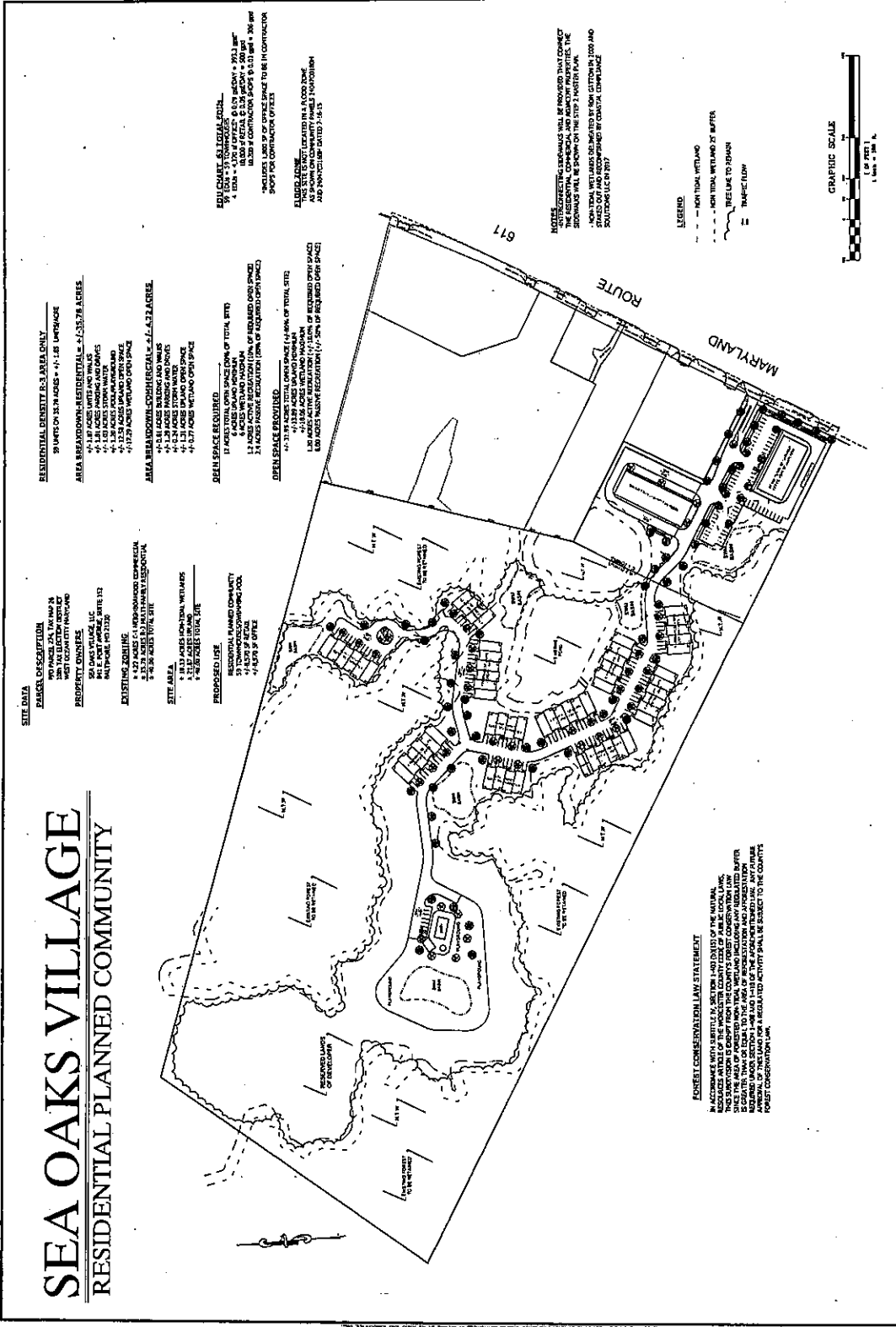
**DEVELOPER: SEASIDE DEVELOPMENT**  
 1-172 ACRES (TOTAL)  
 1-172 ACRES (TOTAL)  
 1-172 ACRES (TOTAL)  
 1-172 ACRES (TOTAL)

**DESIGNER: R.D. HAND AND ASSOCIATES, INC.**  
 1-172 ACRES (TOTAL)  
 1-172 ACRES (TOTAL)  
 1-172 ACRES (TOTAL)  
 1-172 ACRES (TOTAL)

**DATE: 10/16/18**

LANDSCAPE ARCHITECTURE, SITE PLANNING AND PEASIBILITY  
 12902 COLLIER ROAD, BIRMGHAM, AL 35243 410-352-6623  
 R.D. HAND AND ASSOCIATES, INC.  
 SEA OAKS VILLAGE  
 WORCESTER COUNTY, MARYLAND

**CONSENT CONSERVATION LAW STATEMENT**  
 IN ACCORDANCE WITH ARTICLE 26, SECTION 1-401(b)(1) OF THE NATURAL  
 RESOURCES CONSERVATION LAW, THIS STATEMENT IS SUBMITTED TO THE  
 STATE OF MARYLAND TO THE COMMISSION ON CONSERVATION AND  
 RECREATION. THE STATE OF MARYLAND HAS REVIEWED THIS STATEMENT  
 AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS IN ACCORDANCE  
 WITH THE CONSERVATION LAW. THE STATE OF MARYLAND HAS REVIEWED  
 THIS STATEMENT AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT  
 IS IN ACCORDANCE WITH THE CONSERVATION LAW. THE STATE OF MARYLAND  
 HAS REVIEWED THIS STATEMENT AND HAS DETERMINED THAT THE PROPOSED  
 DEVELOPMENT IS IN ACCORDANCE WITH THE CONSERVATION LAW.



**LEGEND**  
 --- EXISTING WETLAND  
 --- EXISTING WETLAND 20 FEET BUFFER  
 --- PROPOSED WETLAND BUFFER LINE TO PERMANENTLY PROTECT WETLANDS  
 --- TRANSCHEMICAL

**SHEET**  
 C-1



17

DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

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

TEL: 410-632-1200 / FAX: 410-632-3008  
[www.co.worcester.md.us/drp/drpindex.htm](http://www.co.worcester.md.us/drp/drpindex.htm)

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

Proposed Public Hearing  
on November 20, 2018

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Edward A. Tudor, Director *EAT*  
DATE: October 4, 2018  
RE: Planning Commission Findings of Fact and Recommendation  
Rezoning Case No. 420  
(Ocean Tower Investment, LLC, Applicant, and Hugh Cropper, IV, Attorney for  
the Applicants)



Attached herewith please find the Planning Commission's written Findings of Fact and Recommendation relative to Rezoning Case No. 420, seeking to rezone approximately 2.22 acres of land located on the south side of St. Martins Neck Road, directly opposite the entrance to the Todd Industrial Park, from E-1 Estate District to A-2 Agricultural District. The case was reviewed by the Planning Commission at its meeting on August 2, 2018 and given a favorable recommendation.

Also attached for your use is a draft public notice for the required public hearing that must be held by the County Commissioners. An electronic copy has already been forwarded to Kelly Shannahan. Please advise our department at your earliest convenience as to the public hearing date so that our department can ensure that the mandatory public notice of 15 days is met via posting on the site and mailings to adjoining property owners.

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

EAT/phw

1a



NOTICE  
OF  
PROPOSED CHANGE  
IN ZONING

**DRAFT**

SOUTH SIDE OF ST. MARTINS NECK ROAD  
OPPOSITE TODD INDUSTRIAL PARK

FIFTH TAX DISTRICT  
WORCESTER COUNTY, MARYLAND

Pursuant to Section 1-113 of the Worcester County Zoning Ordinance, Rezoning Case No. 420 has been filed by Hugh Cropper, IV, attorney, on behalf of Ocean Tower Investment, LLC, property owner, for an amendment to the Official Zoning Maps to change approximately 2.22 acres of land located on south side of St. Martins Neck Road, directly opposite Todd Industrial Park, in the Fifth Tax District of Worcester County, Maryland, from E-1 Estate District to A-2 Agricultural District. The Planning Commission has given a favorable recommendation to the rezoning application.

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

PUBLIC HEARING

on

TUESDAY,

at

in the

COUNTY COMMISSIONERS' MEETING ROOM  
ROOM 1101, WORCESTER COUNTY GOVERNMENT CENTER  
ONE WEST MARKET STREET, SNOW HILL, MARYLAND 21863-1072

At said public hearing, the Commissioners will consider the rezoning application, the staff file on Rezoning Case No. 420 and the recommendation of the Planning Commission, any proposed restrictions on the rezoning, other appropriate restrictions, conditions or limitations as may be deemed by them to be appropriate to preserve, improve or protect the general character and design of the lands and improvements being zoned or rezoned or of the surrounding or adjacent lands and improvements, and the advisability of reserving the power and authority to approve or disapprove the design of buildings, construction, landscaping or other improvements, alterations and changes made or to be made on the subject land or lands to assure conformity with the intent and purpose of applicable State laws and regulations and the County Zoning Ordinance.

Maps of the petitioned area, the staff file on Rezoning Case No. 420 and the Planning Commission's recommendation which will be entered into the record of the public hearing are on file and are available for inspection at the Department of Development Review and Permitting, Worcester County Government Center, One West Market Street, Room 1201, Snow Hill, Maryland 21863, Monday through Friday from 8:00 am until 4:30 pm (except holidays).

Diana Purnell, President

**PLANNING COMMISSION  
FINDINGS OF FACT  
AND  
RECOMMENDATION**

**REZONING CASE NO. 420**

**APPLICANT:**

**Ocean Tower Investment, LLC  
12905 Coastal Highway  
Ocean City, Maryland 21842**

**ATTORNEY FOR THE APPLICANT:**

**Hugh Cropper, IV  
9923 Stephen Decatur Highway, D-2  
Ocean City, Maryland 21842**

**August 2, 2018**

**WORCESTER COUNTY PLANNING COMMISSION**

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I. INTRODUCTORY DATA

- A. CASE NUMBER: Rezoning Case No. 420, filed on May 4, 2018.
- B. APPLICANT: Ocean Tower Investment, LLC  
12905 Coastal Highway  
Ocean City, Maryland 21842
- APPLICANTS' ATTORNEY: Hugh Cropper, IV  
9923 Stephen Decatur Highway, D-2  
Ocean City, Maryland 21842
- C. TAX MAP/PARCEL: Tax Map 10 - Parcel 27 - Lot 1 - Tax District 5
- D. SIZE: The subject property is 2.66 acres in size in its entirety. A portion of the property is zoned RP Resource Protection District and is not included in the request for rezoning. Therefore, the petitioned area itself is approximately 2.22 acres.
- E. LOCATION: The petitioned area is located on the southerly side of St. Martins Neck Road, directly across from the Todd Industrial Park.
- F. CURRENT USE OF PETITIONED AREA: An existing barn/shed is located on the site.
- G. CURRENT ZONING CLASSIFICATION: E-1 Estate District.
- H. REQUESTED ZONING CLASSIFICATION: A-2 Agricultural District.
- I. ZONING HISTORY: At the time zoning was first established in the 1960s the petitioned area was given an A-1 Agricultural District classification. It was given an E-1 Estate District classification during the 1992 comprehensive rezoning. That designation was retained during the 2009 comprehensive rezoning. The westerly portion of the subject property is zoned RP Resource Protection District and is not included in the rezoning request.
- J. SURROUNDING ZONING: Almost all adjoining and nearby properties to the south of St. Martins Neck Road, to the west and east of the petitioned area, are also zoned E-1 Estate District, except for environmentally sensitive areas which are zoned RP Resource Protection District. Properties on the northerly side of St. Martins Neck Road are generally zoned A-1 Agricultural District. Properties within the Todd Industrial Park, located on the northerly side of St. Martins Neck Road opposite the petitioned area, are zoned I-1 Light Industrial District.
- K. COMPREHENSIVE PLAN: According to the 2006 Comprehensive Plan and

associated land use map, the petitioned area is within the Agricultural Land Use Category.

- L. WATER AND WASTEWATER: According to the response memo from Robert J. Mitchell, Director of the Department of Environmental Programs (copy attached), the subject property has designations of Water and Sewer Service Category W-6 and S-6 (No Planned Service) in the Master Water and Sewerage Plan. He states that the petitioned area is currently served by existing well and septic with flow capacity typical of single-family residential systems.
- M. ROAD ACCESS: The petitioned area currently has access to St. Martins Neck Road, a County-owned and -maintained roadway. The Comprehensive Plan classifies St. Martins Neck Road as a two-lane County road/minor collector highway.

## II. APPLICANT'S TESTIMONY BEFORE THE PLANNING COMMISSION

- A. Hugh Cropper, IV, applicant's attorney, Gregory Wilkins, surveyor, and Oleg Shakirov, property owner, were present for the review. Mr. Cropper began his presentation by stating that he wished to formally amend the application to exclude the portion of the subject property that is zoned RP Resource Protection District, thus reducing the size of the petitioned area from 2.66 acres to 2.44 acres. Mr. Cropper stated that he was requesting the change in zoning solely on the basis of a mistake in existing zoning and that he was no longer asserting that there has been a change in the character of the neighborhood, as had been indicated on the application. He noted that the petitioned area is directly across from the Todd Industrial Park and its primary entrance. That site is zoned I-1 Light Industrial District and is included in the Comprehensive Plan's Industrial Land Use Category. Mr. Cropper stated that this industrial park has been a successful one and has been developed for a number of years. He reiterated that the entrance/ exit from the park is directly across from the petitioned area and asserted that the petitioned area is not conducive to residential use in accordance with its E-1 Estate District zoning because of the headlights shining directly on the property and noise associated with truck traffic. Mr. Cropper maintained that it was therefore a mistake to have given the petitioned area an E-1 Estate District designation during the 1992 comprehensive rezoning and to have retained it during the 2009 comprehensive rezoning. He called Mr. Wilkins as his first witness. Mr. Wilkins testified that he had done the survey work and prepared the subdivision plat which created the subject property and three other lots in 2011. He pointed out the RP Resource Protection District zoning boundary and the Atlantic Coastal Bays Critical Area line which divides Lots 3 and 4 of that subdivision. Mr. Wilkins stated that he agreed with Mr. Cropper's assertion that the placement of the Todd Industrial Park and its entrance directly opposite the petitioned area makes that latter property inappropriate for residential use due to the light and noise emanating from the park. He contended that there is a

distribution center in the Industrial Park that operates on a 24/7 basis and the parking lot of one of the businesses directly faces the petitioned area. Mr. Cropper stated that the original single-family dwelling on the petitioned area has been demolished and Mr. Shakirov is renovating one of the existing barns. Mr. Wilkins stated that the property had been used agriculturally before being subdivided and asserted that the area is more agricultural than it is residential in nature, with farm land and agricultural outbuildings being predominant. He stated that even residences in the area are on properties of at least two acres in size. Additionally, a boat storage yard is located to the east of the petitioned area. Mr. Cropper stated that to the west there is more agricultural or residential development than industrial. He noted that the petitioned area is shown on the Comprehensive Plan's Land Use Map as being within the Agricultural Land Use Category and that is why the applicant is requesting an A-2 Agricultural District zoning classification. Such zoning would permit Mr. Shakirov to construct a contractor's shop or another similar use. Mr. Cropper stated that the petitioned area is outside of the flood plain, is relatively high ground, and is all uplands with the exception of the area around the branch on the westerly side of the property (within the RP Resource Protection District area and not included in the rezoning request). Mr. Cropper stated that the other two possible zoning districts that the Planning Commission could consider for the petitioned area were the R-1 Rural Residential District or the A-1 Agricultural District. Mr. Wilkins asserted that the R-1 Rural Residential District is not compatible with the many agricultural and industrial uses in the area and that requested A-2 Agricultural District was far more consistent with the surrounding properties and land uses, including those within the Todd Industrial Park. Mr. Cropper submitted as Applicant's Exhibit No. 1 a copy of the subdivision plat entitled "Minor Subdivision - Lands of Edgar Grace, Jr. And Patricia Grace" which created four lots, including the petitioned area. Mr. Cropper stated that it was a mistake to have given the petitioned area an E-1 Estate District designation in 1992 and to have retained it in 2009, given the predominance of agricultural land uses in the area, the proximity of the Todd Industrial Park, and the petitioned area's placement in the Comprehensive Plan's Agricultural Land Use Category.

Mr. Cropper then went through the matters which the Planning Commission must consider with regard to rezonings. They were as follows:

1. Regarding the definition of the neighborhood: Mr. Cropper asserted that because his argument for rezoning is based solely on mistake in existing zoning, a definition of the neighborhood is not required.
2. Regarding population change in the neighborhood: Mr. Cropper maintained that there has been no significant change in the area's population.
3. Regarding availability of public facilities: Mr. Cropper stated that the petitioned area, as well as the other three lots in the subdivision, are

approved for on-site septic systems and wells.

4. Regarding present and future transportation patterns: Mr. Cropper stated that the petitioned area has access to St. Martins Neck Road and is located directly across from a major industrial entrance. He asserted that the proposed rezoning will have no impact on transportation patterns.
5. Regarding compatibility with existing and proposed development and environmental conditions in the area: Mr. Cropper stated that the petitioned area was previously used as a farm and that all wetlands were identified on the subdivision plat. He maintained that the petitioned area is fully developable, with no adverse environmental impacts anticipated from the proposed rezoning to A-2 Agricultural District. Mr. Cropper stated that the St. Martins Neck Road corridor is comprised of A-2 Agricultural District type uses rather than E-1 Estate District or R-1 Rural Residential District type subdivisions.
6. Regarding compatibility with the Comprehensive Plan: Mr. Cropper noted that the petitioned area is within the Comprehensive Plan's Agricultural Land Use Category. He asserted that the proposed rezoning of the petitioned area from E-1 Estate District to A-2 Agricultural District would therefore be consistent with the Comprehensive Plan.
7. Regarding whether there has been a substantial change in the character of the neighborhood since the last comprehensive rezoning: Mr. Cropper stated that this is not applicable in the extant case because the argument for rezoning is based solely on a mistake in existing zoning.
8. Regarding whether the change in zoning would be more desirable in terms of the Comprehensive Plan: Mr. Cropper asserted that the change in zoning from E-1 Estate District to A-2 Agricultural District is more desirable in terms of the Comprehensive Plan because that Plan calls for the elimination of the E-1 Estate District and the petitioned area is within the Comprehensive Plan's Agricultural Land Use Category. He maintained that the requested A-2 Agricultural District zoning classification is a much better option because the uses associated with the petitioned area and its surroundings are more consistent with the A-2 Agricultural District than the R-1 Rural Residential District or E-1 Estate District.

### III. PLANNING COMMISSION'S FINDINGS AND CONCLUSIONS

- A. Regarding the definition of the neighborhood: The Planning Commission found that because Mr. Cropper was basing his argument for rezoning solely upon a claim of mistake in existing zoning, a definition of the neighborhood was not applicable.

- B. Regarding population change: The Planning Commission concluded that there has been no significant change to the population of the vicinity surrounding the petitioned area since the comprehensive rezoning of 2009.
- C. Regarding availability of public facilities: The Planning Commission found that as it pertains to wastewater disposal and the provision of potable water, Robert J. Mitchell, Director of the Department of Environmental Programs, indicated in his response memo (copy attached) that the subject property has designations of Water and Sewer Service Category W-6 and S-6 (No Planned Service) in the Master Water and Sewerage Plan. He stated that the petitioned area is currently served by existing well and septic with flow capacity typical of single-family residential systems. Neither John H. Tustin, P. E., Director of Public Works, nor John Ross, Deputy Director, responded to the request for comments on the proposed rezoning. According to the Worcester County Soil Survey the primary soil types on the petitioned area have severe limitations to on-site wastewater disposal. Fire and ambulance service will be available from the Bishopville Volunteer Fire Company's main facility on Bishopville Road or the substation on St. Martins Neck Road, located a short distance to the west of the petitioned area. No comments were received from the fire company with regard to this review. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately ten minutes away, and the Worcester County Sheriff's Department in Snow Hill, approximately thirty minutes away. No comments were received from the Maryland State Police Barracks. Chief Deputy Sheriff Douglas A. Dods of the Sheriff's Department responded that the department did not see any impact on the Sheriff's Office operations at this time. The petitioned area is within the area served by the following schools: Showell Elementary School, Berlin Intermediate School, Stephen Decatur Middle School, and Stephen Decatur High School. No comments were received from the Worcester County Board of Education. In consideration of its review, the Planning Commission found that there will be no negative impacts to public facilities and services resulting from the proposed rezoning.
- D. Regarding present and future transportation patterns: The Planning Commission found that the petitioned area fronts on and currently has access to St. Martins Neck Road, a County-owned and -maintained roadway. The Comprehensive Plan classifies St. Martins Neck Road as a two-lane County road/minor collector highway and states that this roadway links MD Route 90 at its south end to MD Route 367 (Bishopville Road) and provides a secondary link from Ocean City to US Route 113, northeastern Worcester County, and the Delaware beaches. The Comprehensive Plan further states that this roadway's current configuration should be adequate for the planning period. James W. Meredith, District Engineer, for State Highway Administration District 1, states in his response memo (copy attached) that rezoning is a land use issue, which is not under the jurisdiction of the State Highway Administration, and that if development of the property is proposed in the future, the SHA may require a Traffic Impact Study to determine potential impacts to the



surrounding State roadway network. He also states that future development may require an access permit to be issued from SHA, and that with the exception of the aforementioned comments, SHA has no objection to a rezoning determination by Worcester County. Frank J. Adkins, Worcester County Roads Superintendent, responded by memo (copy attached) that he had no comment at this time. Based upon its review, the Planning Commission found that there will be no negative impact to the transportation patterns arising from the proposed rezoning of the petitioned area.

- E. Regarding compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: The Planning Commission found that the petitioned area and the surrounding acreage that was subdivided into four lots in 2011 was previously a farm, with an associated single-family dwelling and agricultural outbuildings. The dwelling has been demolished and the property owner is renovating an existing outbuilding. The Planning Commission found that the St. Martins Neck Road corridor is primarily agricultural in nature, with scattered low density single-family residential uses. However, the Todd Industrial Park is located on the northerly side of St. Martins Neck Road, directly opposite the petitioned area. The Planning Commission found that this facility and the associated traffic, lighting and noise, seriously impacts the petitioned area and makes residential usage of it unappealing. The Planning Commission concluded that the A-2 Agricultural District zoning classification would be more in keeping with the existing uses in the area while also allowing uses such as contractors' shops that are not as negatively impacted by the nearby industrial park as would the residential use permitted by the existing E-1 Estate District. The Planning Commission found that the proposed rezoning will not have any adverse impacts on environmental concerns. The petitioned area is not located within the Atlantic Coastal Bays Critical Area. Based upon its review, the Planning Commission found that the proposed rezoning of the petitioned area from E-1 Estate District to A-2 Agricultural District is compatible with existing and proposed development and existing environmental conditions in the area.
- F. Regarding compatibility with the Comprehensive Plan: The Planning Commission found that according to the Comprehensive Plan and associated land use plan map, the petitioned area lies within the Agriculture Land Use Category. With regard to this category the Comprehensive Plan states that the importance of agriculture to the county cannot be overstated. Its significance is economic, cultural, environmental, and aesthetic. Agriculture is simply the bedrock of the county's way of life. The county must do all it can do to preserve farming as a viable industry. This category is reserved for farming, forestry and related industries with minimal residential and other incompatible uses permitted. Large contiguous areas of productive farms and forest shall be maintained for agricultural uses and residential and other conflicting land uses, although permitted, are discouraged. Based upon its review the Planning

Commission found that the proposed rezoning of the petitioned area from E-1 Estate District to A-2 Agricultural District is compatible with the Comprehensive Plan and in keeping with its goals and objectives.

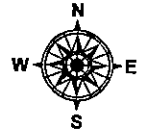
IV. PLANNING COMMISSION RECOMMENDATION

- A. In consideration of its findings and testimony provided to the Commission, the Planning Commission concluded that there is a mistake in the existing zoning of the petitioned area. The Planning Commission found that the vicinity surrounding the petitioned area is primarily agricultural in nature, with scattered residences, with the exception of the Todd Industrial Park. This facility is located directly opposite the petitioned area and the traffic, lights and noise emanating from it and its entrance have such an impact on the petitioned area that residential usage of it is unappealing. Based upon its review, the Planning Commission concluded that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan and gave a favorable recommendation to Rezoning Case No. 420, seeking a rezoning of the petitioned area from E-1 Estate District to A-2 Agricultural District subject to a metes and bounds legal description of the petitioned area being provided if the rezoning is approved by the County Commissioners.

V. RELATED MATERIALS AND ATTACHMENTS

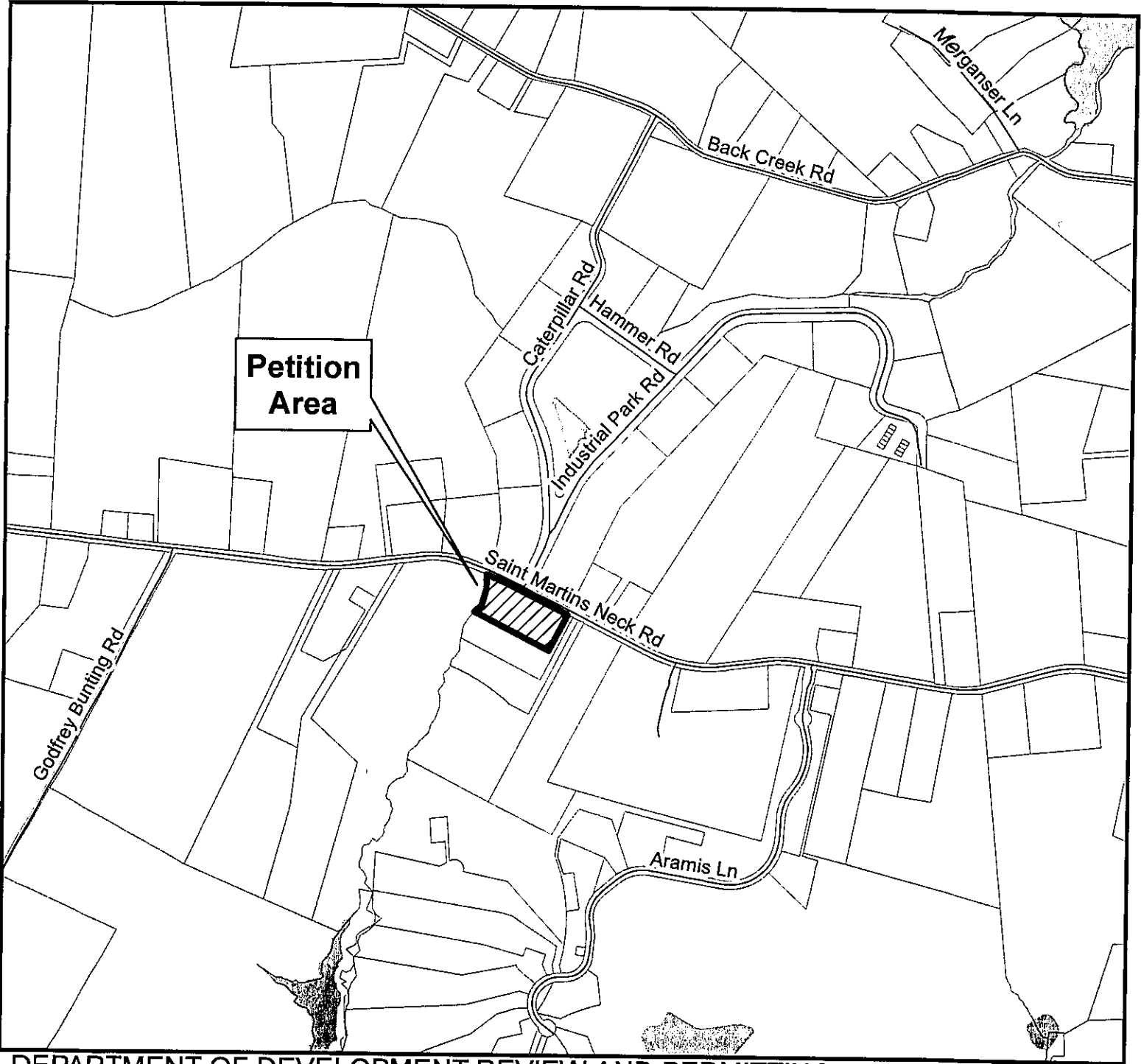


# WORCESTER COUNTY, MARYLAND

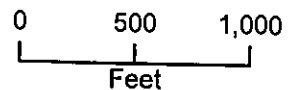


REZONING CASE NO. 420  
 E-1 Estate District to A-2 Agricultural District  
 Tax Map: 10, Parcel 27, Lot 1

## LOCATION MAP



DEPARTMENT OF DEVELOPMENT REVIEW AND PERMITTING  
 Technical Services Division - Prepared May 2018

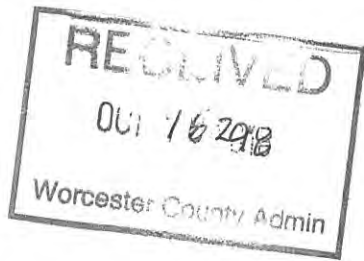


Source: Road Centerline Data - County GIS and MD Property View

This map is intended to be used for illustrative purposes only and is not to be used for regulatory action.

Drawn By: KLH

Reviewed By: PHW




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**Worcester County**  
Department of Environmental Programs

**Memorandum**

**To:** Harold L. Higgins, Chief Administrative Officer

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

**Subject:** RFP Award for Atlantic Coastal and Chesapeake Bay Critical Area Ordinance Update

**Date:** October 15, 2018

On October 1, 2018, the RFP for the above referenced proposal was due and proposals received were opened. While our pre-bid was well attended, we only received one bid for this request for proposals. Listed below are the results:

Peter Johnston & Associates, LLC \$9,750.00

In our review of the firm's qualifications and bid package submittal, we are comfortable with this firm and their capability to perform the scope of work and deliver the finished project to our expectations. The firm has extensive experience in working with Maryland jurisdictions on similar work.

It is recommended that the contract be awarded to Peter Johnston & Associates, LLC in the amount of \$9,750.00 with an additional meetings cost of \$375 for additional meetings not included in the workscope. We will utilize encumbered funds as approved at the County Commissioner meeting of August 21, 2018.

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

**Attachments**

cc: David Bradford  
Kathy Whited/Budget Officer

**Citizens and Government Working Together**

1



DEPARTMENT OF  
ENVIRONMENTAL PROGRAMS

## Worcester County

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

LAND PRESERVATION PROGRAMS  
STORMWATER MANAGEMENT  
SEDIMENT AND EROSION CONTROL  
SHORELINE CONSTRUCTION  
AGRICULTURAL PRESERVATION  
ADVISORY BOARD

WELL & SEPTIC  
WATER & SEWER PLANNING  
PLUMBING & GAS  
CRITICAL AREAS  
FOREST CONSERVATION  
COMMUNITY HYGIENE

### MEMORANDUM

TO: Bob Mitchell, Director  
FROM: David M. Bradford Jr., Deputy Director *DMS*  
DATE: October 11, 2018  
RE: Atlantic Coastal and Chesapeake Bay Critical Area Ordinance Update

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As you recall, we received approval by the County Commissioners on August 21, 2018 to proceed with the distribution of an RFP to obtain bids to update our dated Critical Area Ordinance. We held a pre-proposal meeting on September 10, 2018 in which several consultants attended. During this pre-proposal meeting we presented a PowerPoint presentation to outline our goals and objectives. Interested consultants had until October 1, 2018 to submit proposals for consideration.

At the conclusion of the submittal period we ended up receiving a single proposal from Peter Johnston & Associates, LLC based out of Easton, Maryland. In reviewing his bid package we feel that this firm is more than capable in assisting us with our needed code update. This firm has more than 40 years of experience with working with other jurisdictions Critical Area Program as well as comprehensive plan updates, zoning ordinances, and other varying programs. His bid cost and timeline for completion are in line with our expectations. We are excited to get working on this update to better serve the taxpayers of the County.

Let me know if you have any questions.

Enclosure: Peter Johnston & Associates, LLC proposal dated October 1, 2018 (13 pages)

Cc: Jenelle Gerthoffer, NR Administrator  
Joy Birch, NR Specialist

**PROPOSAL FOR  
WORCESTER COUNTY  
CRITICAL AREA ORDINANCE UPDATE**

Submitted by:  
Peter Johnston & Associates, LLC  
October 1, 2018



Peter Johnston & Associates, LLC  
Urban Planning

---

September 30, 2018

Worcester County Commissioners  
C/O Mr. David M. Bradford, Deputy Director of Environmental Programs  
Worcester County Government Center  
1 West Market Street, Snow Hill, Maryland 21863

**RE: Proposal for Worcester County Critical Area Ordinance Update**

Dear Mr. Bradford:

Peter Johnston & Associates, LLC (PJA) is pleased to submit this proposal to assist Worcester County officials with the update of the Worcester County Atlantic Coastal Bays Critical Area Law and the Worcester County Chesapeake Bay Critical Area Ordinance. PJA has extensive experience with Maryland's Critical Area law, Criteria and regulations. We have been involved in the preparation and updating of Critical Area programs and implementing ordinance since the Critical Area Program's inception in 1986. Over the last thirty years PJA, formerly Redman/Johnston Associates, Ltd. has prepared Critical Area implementation provisions for several counties and numerous municipalities. Recent projects that have included updates to Critical Area provisions include zoning ordinance updates in Queenstown, Somerset County, Princess Anne and Snow Hill, Maryland. We are currently updating the St. Michaels, Maryland zoning code including Critical Area provisions related to Growth Allocation. We also are assisting the Maryland towns of Pittsville and Trappe with comprehensive plan updates. All of these projects are expected to be completed by Spring 2019.

I will be the staff person responsible for all tasks in this project. As you will see from the attached resume I am well qualified to undertake this project. Our proposal includes a statement of qualifications, a cost proposal, a timeline for project completion with meeting schedule, and a summary of hours and cost to complete each task. I look forward to an opportunity to discuss our proposal with you.

Sincerely,

A handwritten signature in black ink that reads "Peter Johnston".

Peter Johnston, AICP

Peter Johnston & Associates, LLC

## STATEMENT OF QUALICATIONS



**Qualification Statement  
Peter Johnston & Associates, LLC**

**1. Number of years your organization has provided this type of service.**

Peter Johnston & Associates, LLC, formerly Redman/Johnston Associates, Ltd., has been providing this type of service for over thirty years. We prepared initial Critical Area Programs for several counties and municipalities in the mid 1980 through early 1990s (see Appendix A for list). Since then we have assisted counties and municipalities with updates to address changes to the law, criteria and regulations.

**2. Similar projects your organization has completed. Include project description, completion date, and jurisdiction.**

Most recently PJA assisted Snow Hill and Queenstown with zoning ordinance updates that included revisions to Critical Area provisions.

The Snow Hill update addressed revised Critical Area regulations concerning coverage and the use of administrative variances in the buffer management areas. This project was completed in 2016.

The Queenstown update addressed assigning growth allocation to areas less than twenty acres and included revisions to the comprehensive plan. This project was completed in 2017 (see attached project sheet).

**3. Current projects. Include project description, anticipated completion date, and jurisdiction.**

PJA is currently assisting St. Michaels, Maryland with an update of their zoning code. This project includes revising the Town's growth allocation process so as to enable town officials to use growth allocation as a tool to stimulate context appropriate infill and redevelopment. The anticipated completion date is June 2019.

**4. Resume for professional staff that will be involved in this project (see attached).**

PETER L. JOHNSTON, AICP  
PETER JOHNSTON & ASSOCIATES, LLC  
416 Goldsborough Street Easton, MD 21601  
410.822.9630  
Email - plj@peterjohnstonassociates.com

## Experience Summary

Peter is a principal with Peter Johnston & Associates (formerly Redman/Johnston Associates, Ltd.). A practicing professional with more than forty years of experience, Peter has a broad and diverse background in land planning and related fields. He is experienced in comprehensive planning, transportation planning, zoning, master planning and community design, public participation, environmental planning and resource management. Technical expertise includes geographic information systems (GIS), digital mapping, and computer aided drafting. Mr. Johnston is qualified as an expert witness in matters related to land use and growth management, transportation and environmental planning and zoning.

## Positions Held

PRINCIPAL, *Peter Johnston & Associates, LLC*  
1983 - Present

PRINCIPAL, *Redman/Johnston Associates, Ltd.*  
November 1985 - 2008

CHIEF TRANSPORTATION PLANNER, *Wilmington Metropolitan Area Planning Coordinating Council (WILMAPCO)*  
January 1981 - January 1986

PRINCIPAL AND CO-FOUNDER, *Corsica Associates*  
1982 - 1983

RURAL DEVELOPMENT PLANNER, *Maryland Department of Economic and Community Development*  
January 1980 - January 1981

DIRECTOR OF PLANNING/ZONING ADMINISTRATOR, *Kent County, Maryland*  
January 1972 - December 1979

## Education

UNIVERSITY OF VIRGINIA, School of Architecture, Charlottesville, Virginia  
*Master of Planning, 1979*

UNIVERSITY OF MARYLAND, College Park  
*Bachelor of Arts, English 1968*

UNIVERSITY OF ILLINOIS, Urbana, Illinois  
*Basic Community Planning Course, Spring 1976*

## Representative Projects

- Comprehensive Plan Update, Queenstown, Maryland - 2017

- Comprehensive Plan Update, Millington, Maryland – 2017
- Zoning Ordinance Update, Princess Anne, Maryland - 2016
- Zoning Ordinance, Snow Hill, Maryland - 2015
- Comprehensive Plan Update, Sudlersville, Maryland – 2014
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- American Planning Association (APA), National and Maryland Chapters
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- Honorable Mention, Chesapeake City Design Manual, 1999 Maryland Governor's Smart Growth Award
- American Planning Association, Maryland Chapter: Maryland Planner of the Year, 1989
- Maryland Chapter American Planning Association, Comprehensive Planning Award, RJA, 1988
- Bronze Star, United States Army, Republic of Viet Nam



## APPENDIX A

### List of Public Clients and Projects:

#### County Chesapeake Bay Critical Area Programs & Ordinances

- Charles County, Maryland
- Queen Anne's County, Maryland
- Somerset County, Maryland
- Wicomico County, Maryland
- St. Mary's County, Maryland
- Cecil County, Maryland

#### Municipal Chesapeake Bay Critical Area Programs & Ordinances

- Betterton, Maryland
- Cambridge, Maryland
- Cecil County, Maryland
- Centreville, Maryland
- Charlestown, Maryland
- Crisfield, Maryland
- Elkton, Maryland
- Fruitland, Maryland
- Greensboro, Maryland
- Havre de Grace, Maryland
- Indian Head, Maryland
- Mardela Springs, Maryland
- St. Michaels, Maryland
- Millington, Maryland
- North East, Maryland
- Oxford, Maryland
- Pocomoke City, Maryland
- Port Deposit, Maryland
- Queenstown, Maryland
- Ridgely, Maryland
- Rock Hall, Maryland
- Salisbury, Maryland
- Secretary, Maryland
- Sharptown, Maryland
- Snow Hill, Maryland

## **TIMELINE & MEETING SCHEDULE**

**Timeline for Completion and Meetings Schedule  
Worcester County Critical Area Ordinance Update**

Month	November				December				January				February			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Week																
Task																
1	M 01															
2			M 02													
3																
4						D 01										
5							M 03									
6								P 01					P 01			
7																PH 01
8														M 04		D 02

**LEGEND:**

- M 01 - Initial meeting with Worcester County Environmental Programs Director, Deputy Director and Staff
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- M 03 – Meet with County and CAC staff to review draft ordinance
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- P 02 – South County public information meeting
- D 01 – Draft Critical Area ordinance
- D 02 – Final Critical Area ordinance
- PH – County Commissioners Public Hearing

**COST & HOURS BY TASK**

**Task Costs and Hours Summary  
Worcester County Critical Area Ordinance Update**

<b>TASK</b>	<b>BUDGET</b>	<b>HOURS</b>
01 Meeting with Worcester Staff	\$375.00	3
02 Meeting with County Officials and field visit	\$750.00	6
03 Critical Area Ordinance, work sessions with Worcester County and CAC staff	\$5,000.00	40
04 Final Draft for Planning Commission Information, two public Information meetings	\$1,000.00	8
05 Final Draft Critical Area Ordinance, review by Critical Area Commission and County staff.	\$375.00	3
06 Presentation of the final draft to the County Commissioners.	\$375.00	3
07 County Commissioners' Public Hearing.	\$375.00	3
08 Critical Area Commission review and approval	\$1,000.00	8
<b>Project Total</b>	<b>\$9,250.00</b>	<b>74</b>
<b>Expenses:</b>		
- Travel	\$500.00	
<b>Project Total</b>	<b>\$9,750.00</b>	





# Competitive Bid Worksheet

**Item: Proposals for Critical Area Ordinance Update**

Bid Deadline/Opening Date: 1:00 P.M., Monday, October 1, 2018

Bids Received by deadline = 1

<u>Vendor's Submitting Bids</u>	<u>Total Proposal Price</u>	<u>Estimated Hours</u>	<u>Additional Meeting Cost</u>
<b>Peter Johnston &amp; Associates, LLC</b> 416 Goldsborough Street Easton, MD 21601	<u>\$9,750</u>	<u>74</u>	<u>\$375</u>
_____	_____	_____	_____
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**NOTICE TO CONSULTANTS  
Request for Proposals**

**Critical Area Ordinance Update  
Worcester County, Maryland**

The Worcester County Commissioners are seeking proposals from qualified consultants for the purpose of updating the Worcester County Atlantic Coastal Bays Critical Area Law and the Worcester County Chesapeake Bay Critical Area Ordinance. These updates are necessary in order to comply with current Maryland Critical Area Law and Regulations, and as such, development of these updated Ordinances shall be consistent with the State Critical Area Law and Regulations.

Requests for Proposals (RFPs) are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online under the "Bids" drop-down menu in the lower right hand side of the home page at [www.co.worcester.md.us](http://www.co.worcester.md.us), or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. Interested consultants are encouraged to attend a **pre-proposal meeting on Monday, September 10, 2018 at 10:00 AM** in Training Room B on the 3<sup>rd</sup> Floor of the Worcester County Government Center, 1 West Market Street, Snow Hill, Maryland 21863. For directions and details, contact Mr. David M. Bradford, Deputy Director of Environmental Programs, at 410-632-1220. **Sealed proposals will be accepted until 1:00 PM, Monday, October 1, 2018** in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Proposal for Worcester County Critical Area Ordinance Update**" in the lower left-hand corner. Email submissions will not be accepted

After opening, proposals will be forwarded to the Department of Environmental Programs for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the proposal, the Commissioners reserve the right to reject any and all proposals, waive formalities, informalities and technicalities therein, and to take whatever proposal they determine to be in the best interest of the County considering cost, proposal content, qualifications of the consultant, quality of project approach, time of delivery or completion, responsibility of consultants being considered, previous experience of consultants with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to David M. Bradford, Deputy Director of Environmental Programs, at 410-632-1220 or by email at [dbradford@co.worcester.md.us](mailto:dbradford@co.worcester.md.us).

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<b>Peter Johnston &amp; Associates, LLC</b> 416 Goldsborough Street Easton, MD 21601	<u>\$ 9,750</u>	<u>74</u>	<u>\$ 375</u>
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**PROPOSAL FOR  
WORCESTER COUNTY  
CRITICAL AREA ORDINANCE UPDATE**

Submitted by:  
Peter Johnston & Associates, LLC  
October 1, 2018



Peter Johnston & Associates, LLC  
Urban Planning

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September 30, 2018

Worcester County Commissioners  
C/O Mr. David M. Bradford, Deputy Director of Environmental Programs  
Worcester County Government Center  
1 West Market Street, Snow Hill, Maryland 21863

**RE: Proposal for Worcester County Critical Area Ordinance Update**

Dear Mr. Bradford:

Peter Johnston & Associates, LLC (PJA) is pleased to submit this proposal to assist Worcester County officials with the update of the Worcester County Atlantic Coastal Bays Critical Area Law and the Worcester County Chesapeake Bay Critical Area Ordinance. PJA has extensive experience with Maryland's Critical Area law, Criteria and regulations. We have been involved in the preparation and updating of Critical Area programs and implementing ordinance since the Critical area Program's inception in 1986. Over the last thirty years PJA, formerly Redman/Johnston Associates, Ltd. has prepared Critical Area implementation provisions for several counties and numerous municipalities. Recent projects that have included updates to Critical Area provisions include zoning ordinance updates in Queenstown, Somerset County, Princess Anne and Snow Hill, Maryland. We are currently updating the St. Michaels, Maryland zoning code including Critical Area provisions related to Growth Allocation. We also are assisting the Maryland towns of Pittsville and Trappe with comprehensive plan updates. All of these projects are expected to be completed by Spring 2019.

I will be the staff person responsible for all tasks in this project. As you will see from the attached resume I am well qualified to undertake this project. Our proposal includes a statement of qualifications, a cost proposal, a timeline for project completion with meeting schedule, and a summary of hours and cost to complete each task. I look forward to an opportunity to discuss our proposal with you.

Sincerely,

A handwritten signature in black ink that reads 'Peter Johnston'.

Peter Johnston, AICP  
Peter Johnston & Associates, LLC

## STATEMENT OF QUALICATIONS



**Qualification Statement**  
**Peter Johnston & Associates, LLC**

**1. Number of years your organization has provided this type of service.**

Peter Johnston & Associates, LLC, formerly Redman/Johnston Associates, Ltd., has been providing this type of service for over thirty years. We prepared initial Critical Area Programs for several counties and municipalities in the mid 1980 through early 1990s (see Appendix A for list). Since then we have assisted counties and municipalities with updates to address changes to the law, criteria and regulations.

**2. Similar projects your organization has completed. Include project description, completion date, and jurisdiction.**

Most recently PJA assisted Snow Hill and Queenstown with zoning ordinance updates that included revisions to Critical Area provisions.

The Snow Hill update addressed revised Critical Area regulations concerning coverage and the use of administrative variances in the buffer management areas. This project was completed in 2016.

The Queenstown update addressed assigning growth allocation to areas less than twenty acres and included revisions to the comprehensive plan. This project was completed in 2017 (see attached project sheet).

**3. Current projects. Include project description, anticipated completion date, and jurisdiction.**

PJA is currently assisting St. Michaels, Maryland with an update of their zoning code. This project includes revising the Town's growth allocation process so as to enable town officials to use growth allocation as a tool to stimulate context appropriate infill and redevelopment. The anticipated completion date is June 2019.

**4. Resume for professional staff that will be involved in this project (see attached).**

PETER L. JOHNSTON, AICP  
PETER JOHNSTON & ASSOCIATES, LLC  
416 Goldsborough Street Easton, MD 21601  
410.822.9630  
Email - plj@peterjohnstonassociates.com

## Experience Summary

Peter is a principal with Peter Johnston & Associates (formerly Redman/Johnston Associates, Ltd.). A practicing professional with more than forty years of experience, Peter has a broad and diverse background in land planning and related fields. He is experienced in comprehensive planning, transportation planning, zoning, master planning and community design, public participation, environmental planning and resource management. Technical expertise includes geographic information systems (GIS), digital mapping, and computer aided drafting. Mr. Johnston is qualified as an expert witness in matters related to land use and growth management, transportation and environmental planning and zoning.

## Positions Held

PRINCIPAL, *Peter Johnston & Associates, LLC*  
1983 - Present

PRINCIPAL, *Redman/Johnston Associates, Ltd.*  
November 1985 - 2008

CHIEF TRANSPORTATION PLANNER, *Wilmington Metropolitan Area Planning Coordinating Council (WILMAPCO)*  
January 1981 - January 1986

PRINCIPAL AND CO-FOUNDER, *Carsica Associates*  
1982 - 1983

RURAL DEVELOPMENT PLANNER, *Maryland Department of Economic and Community Development*  
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## **Section 1 Project**

This project will result in the hiring of a consultant to update and consolidate both of Worcester County's Critical Area Ordinances. The Critical Area Ordinance updates must be consistent with current Critical Area law, criteria, and regulations.

The Critical Area Commission (CAC) staff has developed a "model ordinance" from which each individual jurisdiction's updated ordinance is to be derived. Although the "model ordinance" will be the framework for this project, it shall be tailored to address unique physical characteristics and conditions, as well as specific local processes and procedures.

Worcester County is also the only jurisdiction in Maryland that contains two Critical Area programs, the Atlantic Coastal Bays Critical Area and the Chesapeake Bay Critical Area. These two Ordinances have not been comprehensively updated since their original adoptions (Atlantic Coastal Bays 2002, Chesapeake Bay 1990). Therefore, neither of the County's two Critical Area Ordinances reflect the new statutory and regulatory changes that have been made to the State Critical Area law, and many of those changes are significant. This project will enable Worcester County to bring its Critical Area Ordinances into full compliance with current State law, criteria, and regulations to better protect the County's and the State of Maryland's coastal resources.

The consultant will work with County staff, the Critical Area Commission staff, the County Commissioners, and the general public to create a revised ordinance that meets the local government's needs, as well as complies with the State law and regulations.

Proposals for professional consulting services to accomplish this project shall include an itemized budget, by individual task, as well as the total contracted cost for all final products. The selected professional consultant is expected to address all of the requirements indicated within each task outlined in this Request for Proposals (RFP).

## **Section 2 Project Goal**

To revise, update and consolidate into a single ordinance both the Worcester County Atlantic Coastal Bays Critical Area Law and the Worcester County Chesapeake Bay Critical Area Ordinance to be consistent with current Critical Area law, criteria, and regulations. This single ordinance will assist residents, contractors, and other varying entities in streamlining and understanding these regulations.

## **Section 3 Background**

Worcester County is the easternmost county within the State of Maryland and is also the only oceanfront county in Maryland. The County is bordered to the south by the State of Virginia, to the west by the Pocomoke River, Somerset County and Wicomico County, Maryland, to the north by the State of Delaware, and to the east by the Atlantic Ocean.

The county is mostly rural in nature with the exception of the northern portions of the county which contains some of the more developed areas, including Ocean Pines, Ocean City, and Berlin. The County's area totals 695 square miles, of which 468 square miles are comprised of land and 227 square miles are comprised of water. The County has more than 750 miles of shoreline. Most of the County's land adjacent to the shoreline is only slightly above sea level and is therefore susceptible to the effects of sea level rise and land subsidence.

The importance of the Critical Area Program in addressing these issues is reflected in the Maryland Department of Natural Resources (DNR) Coastal Zone Management Division's October 2000 publication entitled, "A Sea Level Rise Response Strategy for the State of Maryland", which states that the Critical Area Program is one of the State's primary management tools for addressing impacts associated with sea level rise. The report goes on to say that despite a lack of reference to sea level rise in the Act or implementing Criteria, sea level rise-induced impacts are addressed through the following measures: establishing a 100-foot natural Buffer adjacent to tidal waters and tidal wetlands; guiding development and controlling growth in valuable coastal resource areas; regulating the installation of shoreline erosion protection structures; and protecting wetlands through sedimentation and erosion control guidelines. Such measures significantly contribute to the State's overall ability to mitigate adverse impacts associated with sea level rise. The report also states that notwithstanding the many benefits of the Critical Area Program with respect to sea level rise response, specific statutory language contained in the Critical Area Act, and its implementing Criteria, will affect Maryland's ability to adequately plan for sea level rise in the long-term.

Ordinance modifications will result in improved protection of Maryland's wildlife, wetlands, farmland, forestland, shorelines, and other valuable habitat. The more critical habitat that is preserved will lead to an increase in the County's resilience to threats such as storm surge, coastal flooding and sea level rise. The ultimate adoption of the revised ordinance will also result in consistent and efficient administration and enforcement of this critical natural resource based ordinance.

#### **Section 4 Scope of Work**

Task #1: Initial Meeting with Worcester County Environmental Programs Director, Deputy Director and Staff

Consultant travels to Worcester County to hold an initial meeting with the Environmental Programs Director, Deputy Director, and CAC staff to go over the scope of work, RFP, discuss use of the expanded Model Critical Area Ordinance, address new Critical Area regulations, and answer any questions about the project. The initial meeting will include a discussion of the process, any local concerns/needs, and any special/unique qualities or circumstances of Worcester County that need to be addressed.

Task #2: Meeting with County Officials and field visit

The consultant shall coordinate a date with County staff contact to conduct an initial field visit to observe the local geography and note any specific/unique circumstances particular to the Critical Area. This field visit shall be scheduled on a regular County Commissioner meeting day in order for the consultant to have the opportunity to also meet the local elected officials and provide an overview of the project.

Task #3: Develop and Draft Critical Area Ordinance / Work Sessions with Worcester County Environmental Programs and CAC staff

Consultant will work to create a draft Worcester County Critical Area Ordinance by utilizing the CAC's model ordinance and current County Ordinances. The draft Critical Area Ordinance shall reflect the unique Critical Area conditions or circumstances of Worcester County and shall be developed consistent with current Critical Area law, criteria, and regulations. Consultant will meet monthly via phone conference or onsite meetings at the County offices where necessary and as determined by the County, with Environmental Programs staff during the development of the draft Ordinance. Consultant will also interact with Critical Area Commission staff as necessary to complete the draft Ordinance. The consultant shall revise the draft Critical Area Ordinance as requested by staff.

Task #4: Final Draft for Planning Commission Information / Community Meetings for Public Information and Comment

The consultant will provide 10 (ten) copies of the final draft Ordinance to the Planning Commission for their information. The consultant shall also conduct 2 (two) community information meetings, one in each of the northern and southern ends of the County, to present the draft Ordinance, answer questions, and receive public comments. The consultant shall provide a summary of comments received at each public information meeting and prepare suggested amendments to the final draft to address public comments where deemed appropriate by County staff and where permitted under current Critical Area law, criteria, and regulations.

Task #5: Submission of Final Draft Critical Area Ordinance to the Critical Area Commission and County Staffs.

The consultant shall submit the final draft Ordinance to Critical Area Commission (CAC) staff and Environmental Programs staff for final review and comment, and incorporate any further edits suggested by the CAC or Environmental Program Staff.

Task #6: Presentation of the final draft to the County Commissioners.

The consultant shall prepare the final draft Ordinance, in the form consistent with legislative bills amending the Code of Public Local Laws of Worcester County, Maryland, and shall present the work product to the County Commissioners for

introduction and scheduling of the required public hearing. The consultant shall be required to provide 10 (ten) copies of the document and all backup material, including but not limited to all correspondence both to and from the Critical Area Commission staff. Additionally, an electronic copy of the draft ordinance (in Microsoft Word or WordPerfect format) shall be provided as well.

Task #7: County Commissioners' Public Hearing.

The consultant will present the final draft ordinance to the County Commissioners and the public at a regularly scheduled legislative session and shall be prepared to answer any and all questions from the County Commissioners and the public.

Task #8: Critical Area Commission Approval.

Upon successful completion of the public hearing and adoption of the legislative bill by the County Commissioners, the consultant shall submit the final Ordinance as approved by the County Commissioners to the Critical Area Commission (CAC) staff in order for them to schedule a meeting before the CAC. The consultant shall be required to attend and present the final Ordinance to the full CAC and answer any and all questions, including but not limited to the process to develop the Ordinance and its content. Upon completion and obtaining approval from the CAC, the consultant shall provide products as specified in Section 8. In the unlikely event that the final Ordinance as approved by the County Commissioners is not approved by the CAC, the consultant shall be prepared to make all changes as required by the CAC and perform Tasks 6, 7 and 8 as contained herein expeditiously, such that the Critical Area Ordinance is ultimately approved by both the CAC and County Commissioners.

**Section 5 Project Timeline**

Final Draft Critical Area Ordinance must be completed by July 1, 2019. The start date for this project is on or about November 1, 2018. The consultant shall include a proposed timeline in their proposal.

**Section 6 Meetings**

The consultant shall include in their proposal a tentative meeting schedule for the proposed project. In addition to the meetings specifically discussed in Tasks 1 through 8 of Section 4 (Scope of Work) herein, the consultant shall be prepared to conduct additional meetings at the request of the County. The consultant shall include as part of their proposal a proposed rate for additional meetings that may be requested which are not specifically included in this RFP.

## **Section 7 Public Hearings**

The procedural and advertising costs associated with any required public hearings pertaining to this project shall be the sole responsibility of Worcester County and not that of the consultant.

## **Section 8 Final Products/Deliverables**

The consultant shall provide a digital copy (in Microsoft Word or WordPerfect format) and hard copies of the final draft Ordinance, as follows:

- A. One copy of the final draft Ordinance to Worcester County Department of Environmental Programs;
- B. One copy of the final draft Ordinance to the Critical Area Commission staff.

## **Section 9 Qualification Statement**

The prospective firm is required to provide the following within the proposal:

- State the number of years your organization has provided this type of service.
- List similar projects your organization has completed. Include project description, completion date, and jurisdiction.
- List current projects. Include project description, anticipated completion date, and jurisdiction.
- Provide a resume for each of your current key professional staff that may be involved in this project.



✓ KH  
8-22-15

**Critical Area Ordinance Update  
Bidders List**

**McCormick and Taylor**  
106 Milford Street, Suite 105  
Salisbury, MD 21804

**Gradecak & Associates, Inc.**  
2964 Pysell Crosscut Rd.  
Oakland, MD 21550

**Rauch Inc.**  
Engineering, Surveying, Architecture, Environmental  
106 N. Harrison St.  
Easton, MD 21601

**George, Miles & Buhr (GMB)**  
206 West Main Street  
Salisbury MD 21801






19

**Worcester County**  
Department of Environmental Programs

**Memorandum**

**To:** Harold L. Higgins, Chief Administrative Officer

**From:** Robert J. Mitchell, LEHS  
Director 

**Subject: Public Hearing**  
**Worcester County Comprehensive Water and Sewerage Plan**  
**Mystic Harbour Sanitary Service Area**  
**Reclassification of Sewer Planning Area**  
**Case No. (SW 2018-03)**

**Date:** October 15, 2018

The Planning Commission met October 4, 2018 and reviewed this application. We are writing to forward the Planning Commission's finding of consistency with the *Comprehensive Development Plan* and their recommendation to amend the *Comprehensive Water and Sewerage Plan* for an amendment to revise the sewer planning area for the Mystic Harbour Service Area.

The applicant requests a reclassification of the sewer planning area designation for a single property in the Mystic Harbour Sewer Planning Area in *The Plan*. Mr. Hugh Cropper is the applicant on behalf of the owner, Sea Oaks Villages, LLC. This amendment seeks to reclassify the sewer planning area for a single property from S-3 (six to ten year period) to S-1 (within two years) and include in the Mystic sewer service area information in *The Plan* to include a revised Equivalent Dwelling Unit (EDU) table that will accurately reflect the planning and connection activities in the sanitary area. The applicant requested the change in sewer service classification in order to serve a proposed Residential Planned Community (RPC) on the property. The subject property, is located on Stephen Decatur Highway (MD Route 611), south of West Ocean City. The property is more specifically identified on Tax Map 26 as Parcel 274, Lot 3A. The proposed RPC development will consist of 59 townhomes and 24,000 square feet of commercial use.

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

1. Environmental Program's transmittal letter to the Planning Commission with *Plan* insert changes; and

/

2. Minutes for the Planning Commission meeting on October 4, 2018

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

Attachment

cc: WS File – Mystic Harbour - Reclassification of Sewer Planning Area (SW 2018-3)

2

# Attachment 1

## Transmittal Letter to Planning Commission with Inserts to *The Plan*



DEPARTMENT OF  
ENVIRONMENTAL PROGRAMS

**Worcester County**

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1305

SNOW HILL, MARYLAND 21863

TEL: 410-632-1220 / FAX: 410-632-2012

LAND PRESERVATION PROGRAMS  
STORMWATER MANAGEMENT  
SEDIMENT & EROSION CONTROL  
SHORELINE CONSTRUCTION  
AGRICULTURAL PRESERVATION  
ADVISORY BOARD

WELL & SEPTIC  
WATER & SEWER PLANNING  
PLUMBING & GAS  
CRITICAL AREAS  
FOREST CONSERVATION  
COMMUNITY HYGIENE

September 28, 2018

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

RE: Transmittal-Comprehensive Water and Sewerage  
Plan Amendment –Mystic Harbour Sanitary Area –  
Reclassification of Sewer Planning Area  
Designation  
Sea Oaks Village, LLC  
TM 27 P 274 L 3A  
(SW-2018-3)

Dear Commissioners:

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

Mr. Hugh Cropper is the applicant on behalf of the owner, Sea Oaks Villages, LLC. This amendment seeks to reclassify the sewer planning area for a single property from S-3 (six to ten year period) to S-1 (within two years) and include in the Mystic sewer service area information in *The Plan* to include a revised Equivalent Dwelling Unit table that will accurately reflect the planning and connection activities in the sanitary area.

The applicant requested the change in sewer service classification in order to serve a proposed Residential Planned Community (RPC) on the property. The subject property, located on Stephen Decatur Highway (MD Route 611), south of West Ocean City. The property is more specifically identified on Tax Map 26 as Parcel 274, Lot 3A. The proposed RPC development will consist of 59 townhomes and 24,000 square feet of commercial use. Prior to the replacement and expansion of the Mystic Harbour WWTP, the subject property was allocated a total of 40 EDUs of sewer service in the Mystic Harbour Sanitary Service Area (SSA). At the County Commissioners meeting of March 15,

September 28, 2018

2016, the prior owner was allowed by the County Commissioners to transfer off that capacity to other properties in the Mystic Harbour SSA, thus leaving this property without sewer EDUs. On September 29, 2017 the County Commissioners received a request for the allocation of 139 equivalent dwelling units (EDU's) of sanitary sewer service for the Sea Oaks Village RPC, to serve 135 townhomes and 24,000 sf of commercial development. The County Commissioners subsequently denied that application at their meeting on October 17, 2017. At their meeting on September 18, 2018, the County Commissioners approved an allocation of sixty-three (63) sewer EDUs for this property subject to the following conditions:

1. Recommendation of the approval by the Planning Commission for an Amendment to the Water and Sewerage Plan (The Plan) amending the property from S-3 to S-1 and amending the EDU map to incorporate the subject property; and
2. Approval by the County Commissioners of the Plan Amendment; and
3. Approval by the Maryland Department of the Environment (MDE) of the Plan Amendment; and
4. Taking the RPC – Step 1 application back to the Technical Review Committee (TRC) for review and comment; and
5. Recommendation of approval by the Planning Commission for the revised RPC – Step 1 application; and
6. Approval by the County Commissioners of the Revised RPC – Step 1 application.

The above conditions, exclusive of MDE approval, are expected to be satisfied on or before November 20, 2018. At the September 18, 2018 meeting, the County Commissioners decided that the sixty-three (63) sewer EDUs should be taken from the following categories for the northern part of the service area or Area 1 on the EDU chart on page 4-31.6 of the Plan:

- 29 from “Infill”
- 30 from “Vacant”
- 4 from “Commercial”

These changes are reflected in the revised page 4-31.6 of the Plan found in Attachment #3 of this report.

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

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

### **Comprehensive Plan Policies**

The comprehensive plan assigns two land use designations for this property within the Mystic Harbour sewer planning area. These designations include:

1. Existing Developed Area

## 2. Green Infrastructure

Existing Developed Centers are defined (p. 13) as follows:

- Existing residential and other concentrations of development in unincorporated areas and provides for their current development character to be maintained.
- Not designated as growth areas, these areas should be limited to infill development.

Green Infrastructure is defined (p. 19) as follows:

- Designated to preserve environmentally significant areas and to maintain the environmental functionality of the county's landscape.

The comprehensive plan goes on to state:

Chapter One, "Introduction" states:

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

Chapter Three, "Natural Resources" states:

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

Chapter Three, "TMDLs" states:

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

Chapter Six, "Public Infrastructure" states:

- Consistent with the development philosophy, facilities and services necessary for the health, safety, and general welfare shall be cost effectively provided (p.70).
- Plan for efficient operation, maintenance, and upgrades to existing sanitary systems as appropriate (p. 73).
- Provide for the safe and environmentally sound water supply and disposal of wastewater generated in Worcester County (p.73).
- Use land application of treated wastewater as the preferred wastewater disposal method where appropriate (p. 73).
- Sewer systems should be sized to serve their service areas' planned for land uses (p. 74).

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

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

## Zoning

Mystic Harbour WS Amendment Case No. 2018-3  
September 28, 2018

The *Planning Area* is has already been approved under various amendments and is appropriate zoned for the current and proposed uses planned for the existing sanitary area properties, including the subject property. The property, approximately 40 acres in area, has two zoning designations. The first, which covers the easterly 4.2 acres carries a C-1 (Neighborhood Commercial) designation, while the 35.8 acres in the rear portion carries an R-3 (Multifamily Residential) designation.

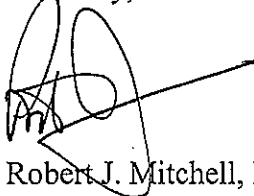
### Staff's Comments

Staff comments are submitted below for your consideration.

1. This proposal seeks to meet existing needs and demand generated by infill development within the planning areas. The project would provide service to areas designated by the comprehensive plan and comprehensive water and sewerage plan for public sewer service. The property is upgrading an existing sewer planning area designation to reflect an expedited timeframe with respect to the proposed development schedule for the PUD.
2. The *Planning Area*'s comprehensive plan designations and zoning permits the proposed uses. Any construction in the *Planning Area* would be required to meet the provisions of the storm water program, critical area program, and other local and state requirements.
3. This proposal does not require the expansion of the treatment facilities capability and can be adequately handled in the recently upgraded Mystic Harbour WWTP.
4. This infill development will occur in the manner and character of the surrounding neighborhoods in existing developed areas.
5. *The Plan* states that proposed amendments must be consistent with *The Comprehensive Plan* and existing zoning classifications. As proposed, the project appears to be consistent with *The Comprehensive Plan* and existing zoning. While the rear portion of the property has a land use designation of Green Infrastructure, this entire property is already in the Mystic sewer planning area and any development would have to meet the provisions of environmental regulatory requirements as noted in #2 above.

If you need further information, please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'RJM', is written over a printed name and title. The signature is stylized and somewhat illegible.

Robert J. Mitchell, LEHS  
Director

Attachments

cc: WS Amendment File (SW 2018-3)

# Attachment 1

# Maps





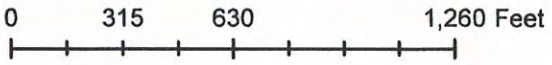
**Legend**

Property Boundary

**Service Areas**

S1

S3




**Proposed Service Area Amendment**  
 Sea Oaks  
 S-1 Proposed  
 Case 2018-3

Prepared by the Worcester County Department of Environmental Programs, September 27, 2018.  
 Parcel boundaries are approximate.  
 This map is for planning purposes only.







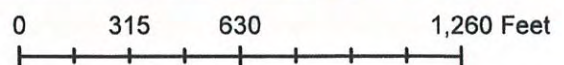
**Legend**

 Property Boundary

**Service Areas**

 S1

 S3



**Current Service Areas**





Sea Oaks  
 S-1 Proposed  
 Case 2018-3

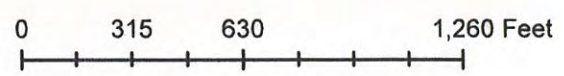
Prepared by the Worcester County Department of Environmental Programs, September 27, 2018.  
 Parcel boundaries are approximate.  
 This map is for planning purposes only.  
 Aerial image made 2016.





**Legend**

-  Property Boundary
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if irrigated



**Soils: Prime Farmland**

Sea Oaks  
 S-1 Proposed  
 Case 2018-3

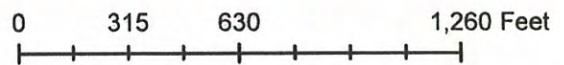
Prepared by the Worcester County Department of Environmental Programs, September 27, 2018.  
 Parcel boundaries are approximate.  
 This map is for planning purposes only.  
 Aerial image made 2016.  
 Soils data: MDA/NRCS





**Legend**

- IDA - Intensely Development Areas
- LDA - Limited Development Areas
- RCA - Resource Conservation Areas
- Property Boundary

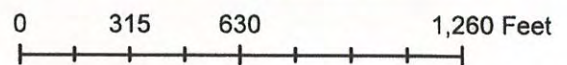


**Critical Area**




Sea Oaks  
 S-1 Proposed  
 Case 2018-3

Prepared by the Worcester County Department of Environmental Programs, September 27, 2018.  
 Parcel boundaries are approximate.  
 This map is for planning purposes only.  
 Aerial image made 2016.  
 Critical Area data: MD DNR/Worcester County





**Legend**

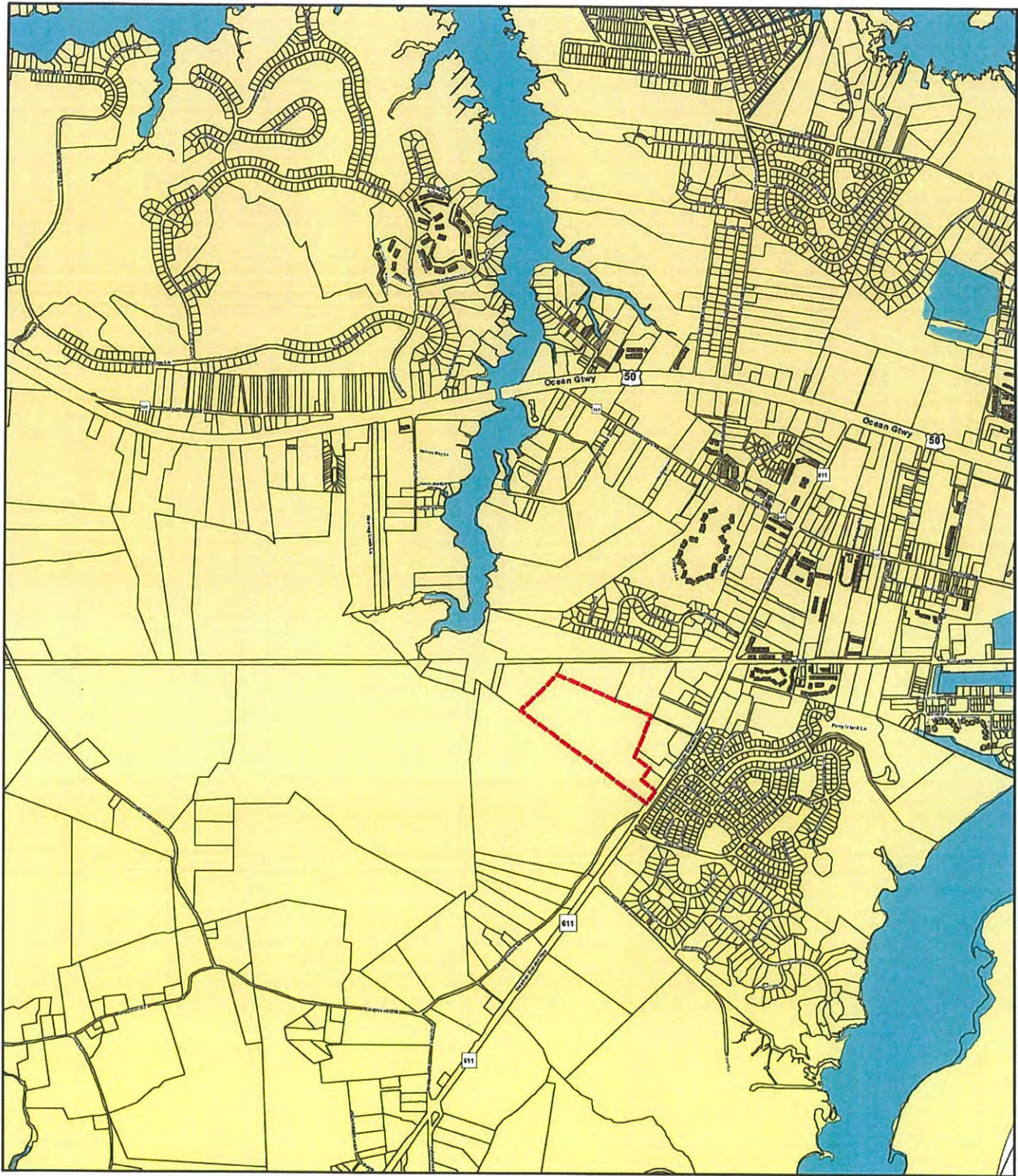
-  500 Year Floodplain
-  100 Year Floodplain
-  Property Boundary


**Floodplain**

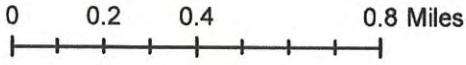
Sea Oaks  
 S-1 Proposed  
 Case 2018-3

Prepared by the Worcester County Department of Environmental Programs, September 27, 2018.  
 Parcel boundaries are approximate.  
 This map is for planning purposes only.  
 Aerial image made 2016.  
 Data: FEMA





**Legend**  
 Property Boundary



**General Location**

Sea Oaks  
 S-1 Proposed  
 Case 2018-3

Prepared by the Worcester County Department of Environmental Programs, September 27, 2018.  
 Parcel boundaries are approximate.  
 This map is for planning purposes only.






**Legend**

 Property Boundary


**Land Use Plan**

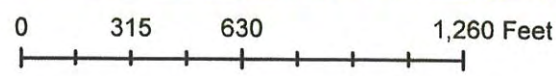
**LEGEND**

 Agriculture

 Existing Developed Centers

 Green Infrastructure

 Waterway (rivers, streams, creeks)

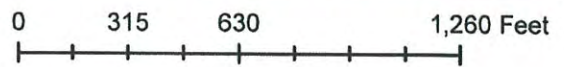
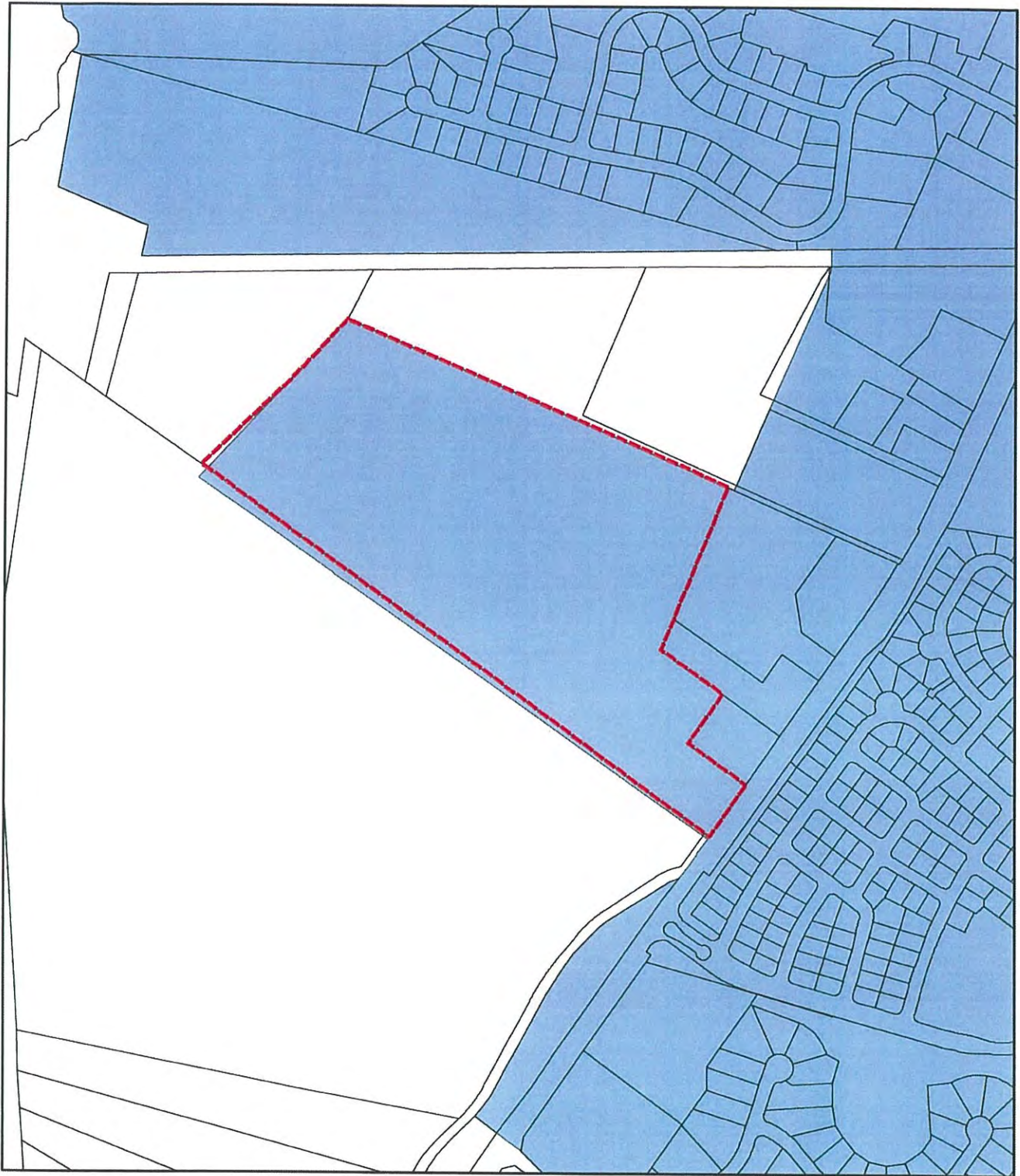


**2006 Land Use Plan**



Sea Oaks  
 S-1 Proposed  
 Case 2018-3

Prepared by the Worcester County Department of Environmental Programs, September 27, 2018.  
 Parcel boundaries are approximate.  
 This map is for planning purposes only.





**Legend**

-  Property Boundary
-  Priority Funding Area

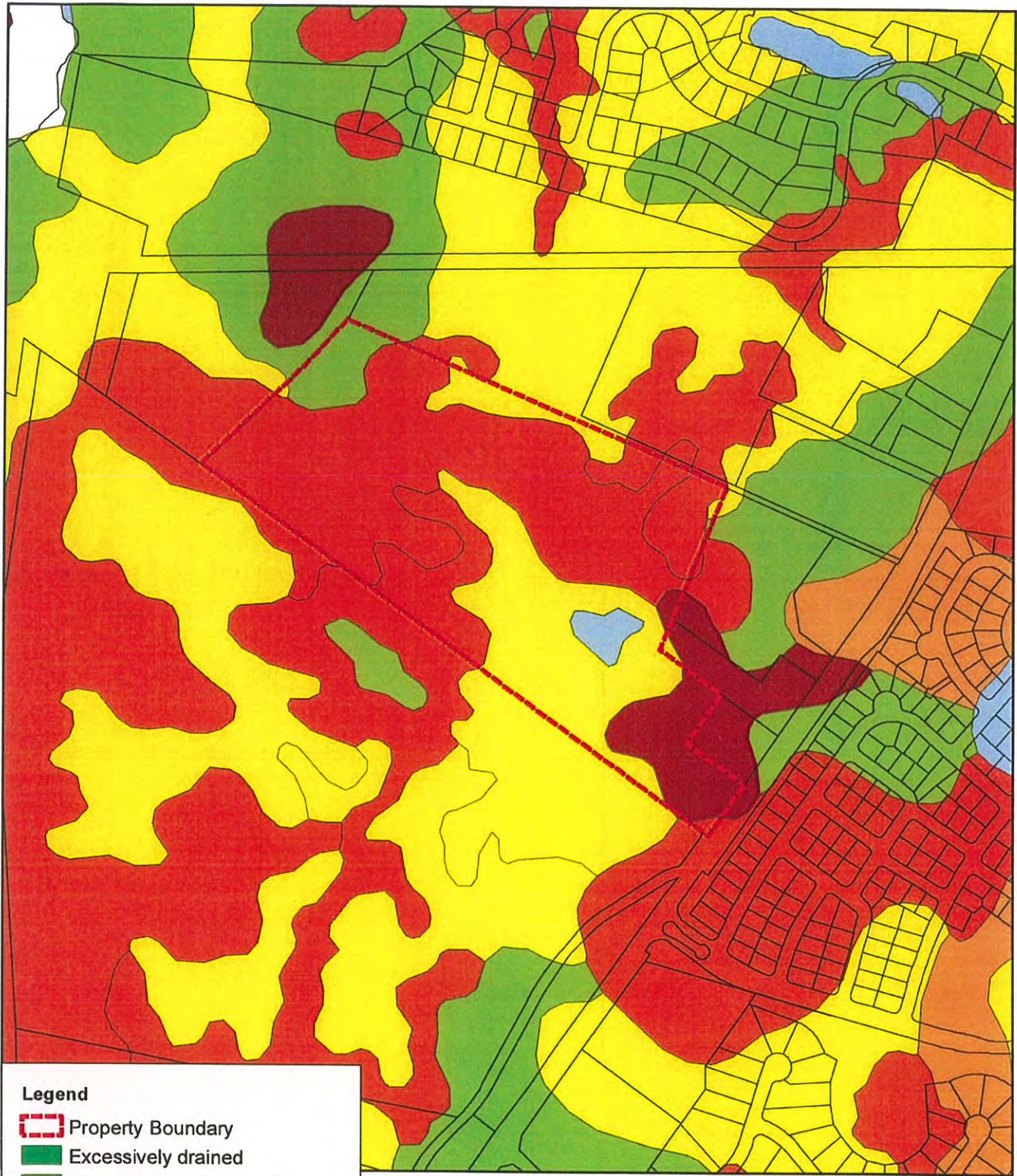
**Priority Funding Area**

Sea Oaks  
 S-1 Proposed  
 Case 2018-3

Prepared by the Worcester County Department of Environmental Programs, September 27, 2018.  
 Parcel boundaries are approximate.  
 This map is for planning purposes only.

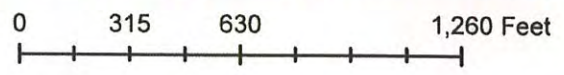






**Legend**

-  Property Boundary
-  Excessively drained
-  Moderately well drained
-  Poorly drained
-  Somewhat excessively drained
-  Very poorly drained
-  Well drained
-  Priority Funding Area

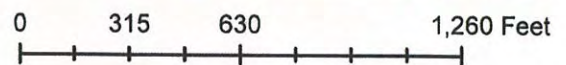


**Soils: Drainage**



Sea Oaks  
 S-1 Proposed  
 Case 2018-3

Prepared by the Worcester County Department of Environmental Programs, September 27, 2018.  
 Parcel boundaries are approximate.  
 This map is for planning purposes only.  
 Data: MDA/NRCS





**Legend**

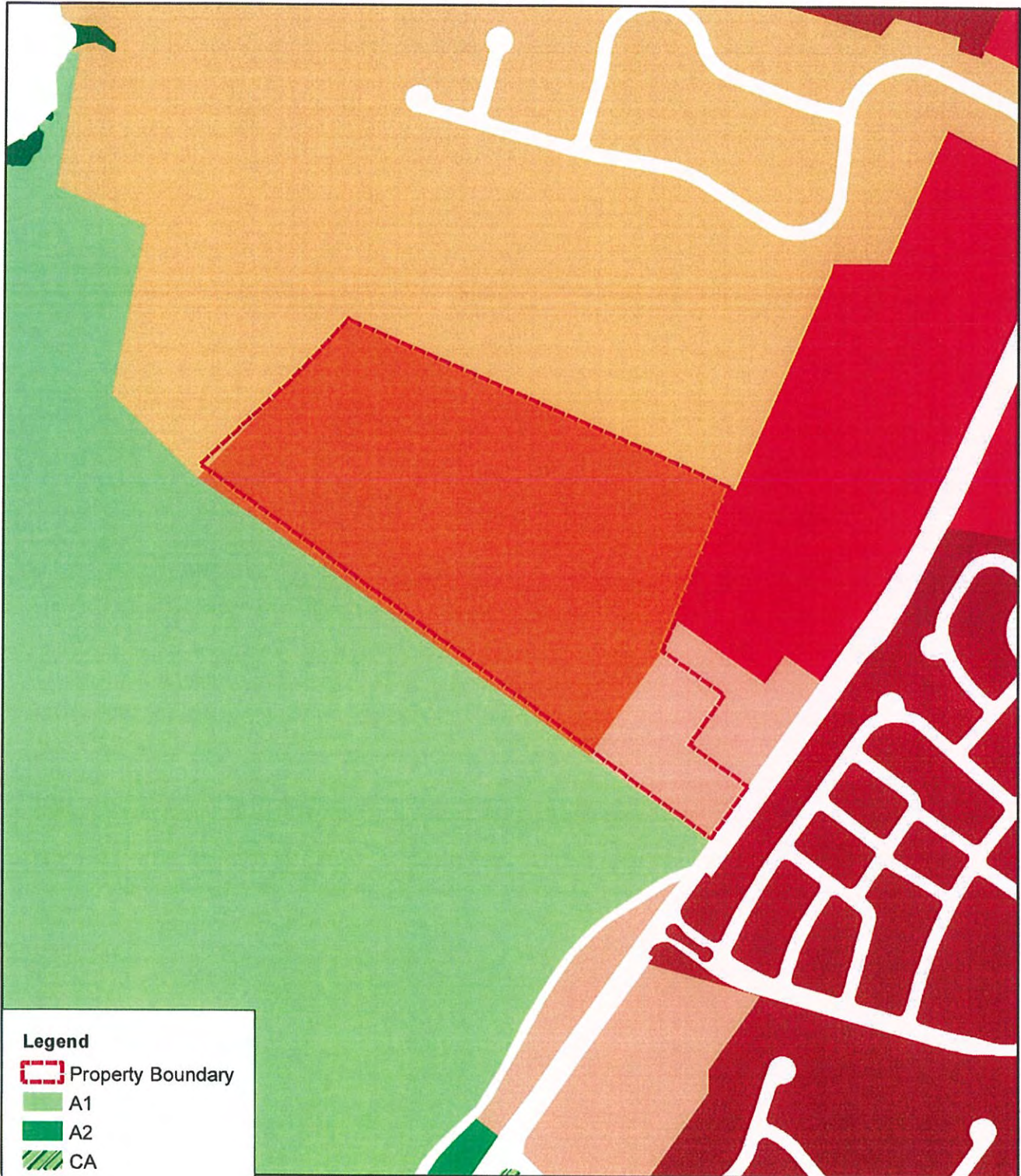
-  Property Boundary
-  Wetlands

**Wetlands Guidance Map**

Sea Oaks  
 S-1 Proposed  
 Case 2018-3

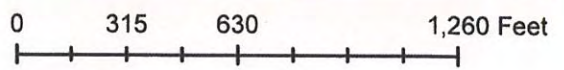
Prepared by the Worcester County Department of Environmental Programs, September 27, 2018.  
 Parcel boundaries are approximate.  
 This map is for planning purposes only.  
 Aerial image made 2016.  
 Wetlands data: MD DNR





**Legend**

- Property Boundary
- A1
- A2
- CA
- RP
- R2
- R3
- R4
- C1
- C2



**Zoning**  
 Sea Oaks  
 S-1 Proposed  
 Case 2018-3

Prepared by the Worcester County Department of Environmental Programs, September 27, 2018.  
 Parcel boundaries are approximate.  
 This map is for planning purposes only.



# Attachment 2

# Application

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

Date: 9-27-18

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

Name Hugh Cropper II  
Address 9923 Stephen Decatur Highway Unit D-2  
Ocean City, MD 21842  
Contact Person: Robert Mitchell  
Telephone: 410-632-1220  
HCropper@bbcmllaw.com  
410 213-2681  
410 213-2685-fax

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

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

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

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

Property Identification:

Tax Map 26 Parcel Number(s): 274  
Town/Community Name: West Ocean City

Location Description:

Parcel 3A, 39.672 acres  
South Point Subdivision  
Sea Oaks Village, LLC

Property Owner Signature: [Signature], attorney Date: 9-27-18

Applicant Signature: [Signature] Date: 9-27-18

(If other than property owner) Hugh Cropper II

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

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

<u>Tax Map</u>	<u>Parcel</u>	<u>Zoning</u>	<u>Proposed Use*</u>	<u>EDU's Needed (Approx.)</u>
26	274	C-1	commercial/ retail	4
26	274	R-3	townhouses	59
				<hr/> 63

April 13, 2004

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

## System Parameters

Date: 9-27-18

System Name: \_\_\_\_\_

System owner: \_\_\_\_\_

System operator: \_\_\_\_\_

Priority/Sewer and \_\_\_\_\_

Water Plan Category: \_\_\_\_\_

Service area: \_\_\_\_\_

[Tax Map and parcel(s)]

	2018	Year 2020	2025
<u>Population served:</u>			
EDU's served	<u>0</u>	_____	_____
EDU's unserved	_____	_____	_____
GPD per EDU	<u>300</u>	_____	_____

### System capacity

Demand (MGD) \_\_\_\_\_

Planned (MGD) \_\_\_\_\_

Permitted (NPDES/groundwater) \_\_\_\_\_

Collection system description: \_\_\_\_\_

### Treatment Plant

Location (N/E): \_\_\_\_\_

Type: \_\_\_\_\_

Site area (acres): \_\_\_\_\_ Occupied area: \_\_\_\_\_ Unused area: \_\_\_\_\_

Current Capacity (MGD): Secondary: \_\_\_\_\_ Advanced: \_\_\_\_\_

Potential Capacity (MGD): Secondary: \_\_\_\_\_ Advanced: \_\_\_\_\_

Existing flow (MGD): \_\_\_\_\_ Average: \_\_\_\_\_ Peak: \_\_\_\_\_

Sludge disposal: \_\_\_\_\_

### Discharge:

Type: \_\_\_\_\_

Location: \_\_\_\_\_

NPDES/groundwater permit number: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

23

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

Date: 9-27-18

**System Name:** Mystic Harbour Sanitary Service Area  
**Area Served:** \_\_\_\_\_  
**Owner:** \_\_\_\_\_  
**Operator:** \_\_\_\_\_

Population and Capacity	2018	2020	2025	2030
Population Served (EDU):	<u>0</u>	<u>63</u>		
Population Unserved (EDU):				
GDP per EDU:	<u>300</u>	<u>300</u>		
System Capacity Demand (MGD)				
System Capacity Planned:				
Permitted Capacity (MGD):				

**Collection System**  
**Type (circle one):** Combined      Separate  
**Description:** \_\_\_\_\_  
**Condition of Transmission facilities:** \_\_\_\_\_

**Treatment Facility**  
**Location (MD coordinates):** \_\_\_\_\_  
**Type:** \_\_\_\_\_  
**Total Site Size (acres):** \_\_\_\_\_ **Occupied by facility:** \_\_\_\_\_  
**Design Flow (MGD)** \_\_\_\_\_  
**Existing Flow (MGD): Average:** \_\_\_\_\_ **Peak:** \_\_\_\_\_  
**Sludge disposal method:** \_\_\_\_\_

**Discharge**  
**Type:** \_\_\_\_\_  
**Location:** \_\_\_\_\_  
**NPDES permit # & expiration date:** \_\_\_\_\_

**Op., Maint., and Replacement Costs:** \_\_\_\_\_  
**Funding Source:** \_\_\_\_\_

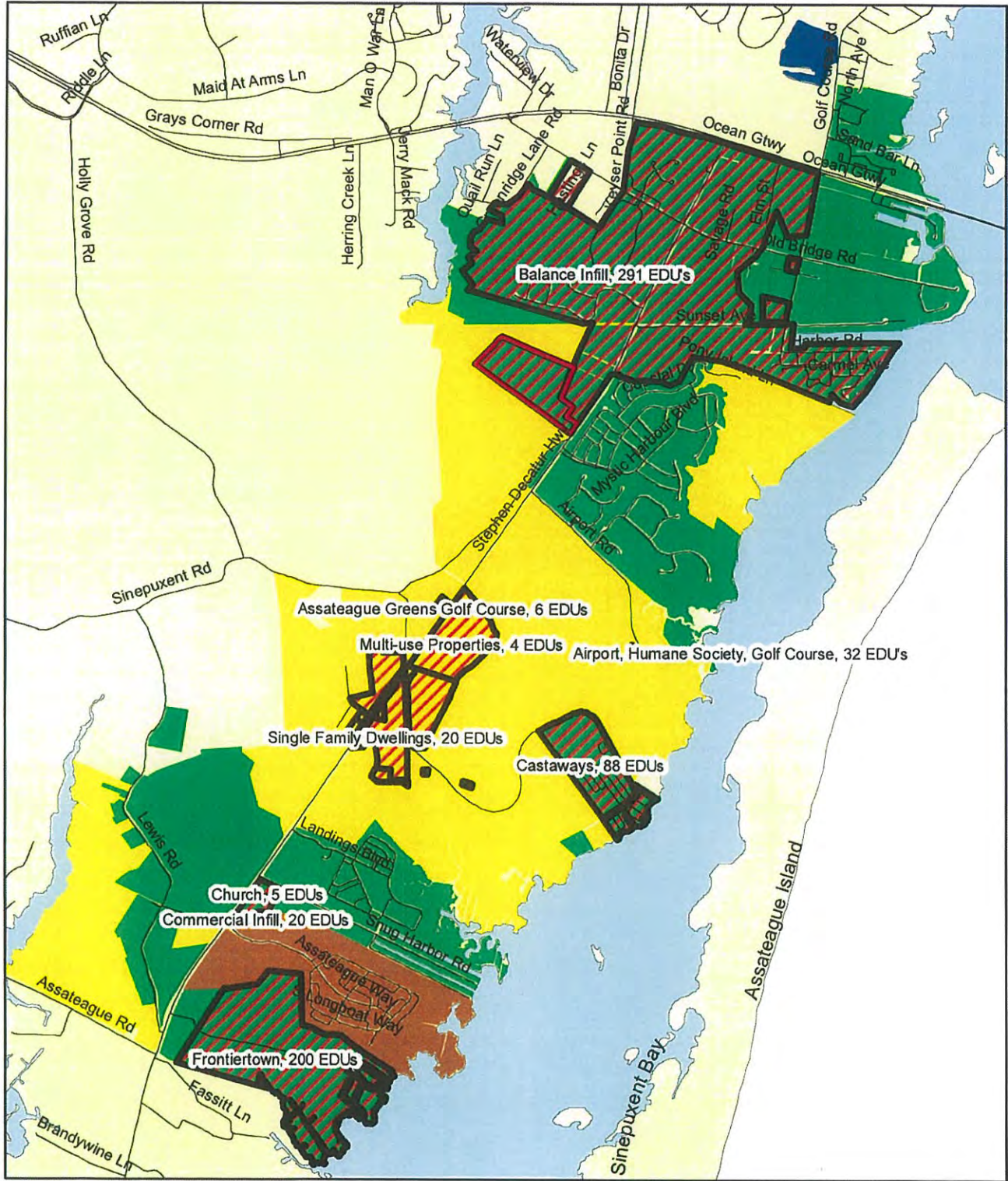
**Comments:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



## Attachment 3

# Revised Page 4-31.6 Revised Figure 4-14

Allocation of Sewer EDUs in Mystic Harbour Sanitary Service Area (New Capacity as of 9/18/18)						
North of Airport, North of Antique Road, East and West of Route 611 - "Area 1"	Original Allocation	Current Adjusted Allocation	Sold and In Service	Sold and Not In Service	Remaining Allocation	Footnotes
Infill and Intensification of Properties in "Area 1"	154	114	0	56	58	3, 10, 12, 13
Vacant or Multi-lot Properties in "Area 1"	80	80	0	30	50	13
Single Family Dwellings	17	17	0	0	17	
Commercial Properties in "Area 1"	80	80	0	44	36	4, 5, 7, 8, 11, 13
<b>Subtotal EDUs in "Area 1"</b>	<b>331</b>	<b>291</b>	<b>0</b>	<b>130</b>	<b>161</b>	
<b>Airport and South of Airport, East of Route 611 - "Area 2"</b>						
Commercial Infill South of Airport	20	20	0	0	20	
Vacant or Multi-lot Properties	4	4	0	2	2	6
Assateague Greens Executive Golf Course/Range-9-holes	6	6	0	0	6	
Ocean City Airport, Clubhouse and Humane Society	32	32	32		0	1
Church	5	5	0	0	5	
Single Family Dwellings	20	20	0	1	19	9
Castaways Campground	88	88	88		0	2
Frontier Town Campground	130	200	0	200	0	3, 10
Commercial Portion of Frontier Town Campground	30	0			0	
<b>Subtotal EDUs in "Area 2"</b>	<b>335</b>	<b>375</b>	<b>120</b>	<b>203</b>	<b>52</b>	
<b>TOTAL EDUs</b>	<b>666</b>	<b>666</b>	<b>120</b>	<b>333</b>	<b>213</b>	
Note: See attached map for location of EDU allocations						
<b>Footnotes:</b>						
1 - Transferred 32 EDUs to Town of Ocean City on June 3, 2014 as part of the Eagles Landing Spray Irrigation MOU.						
2 - Sold 88 EDUs to Castaways Campground on July 3, 2014.						
3 - Sold 166 EDUs to Frontier Town Campground on March 30, 2017 by transferring 30 EDUs from Frontier Town Commercial allocation and 6 EDUs from "infill and intensification of properties in Area 1" allocation as agreed by Commissioners on September 19, 2017.						
4 - Sold 14 EDUs to Park Place on May 16, 2017.						
5 - Hampton Inn bought 40 EDUs from Mitch Parker and bought an additional 13 EDUs from the County on August 28, 2017.						
6 - Approved the sale of 2 EDU's to Victor H. Birch Property on March 20, 2018.						
7 - Approved the sale of 1 EDU to Eugene Parker Trust Property on April 3, 2018.						
8 - Approved the sale of 3 EDU's to L & B Ocean City, LLC Properties on April 3, 2018.						
9 - Approved the sale of 1 EDU to Michael Jay Deem Property on April 17, 2018.						
10 - Water and Sewerage Plan Amendment - 34 EDUs from "infill and intensification of properties in Area 1" to Frontier Town Campground for Expansion - approved on June 19, 2018 by County Commissioners (Resolution No. 18-17).						
11 - Approved the sale of 9 EDUs to Stockyard Inc. Property on June 19, 2018.						
12 - Approved the sale of 27 EDUs to GCR Development, LLC Property on July 3, 2018.						
13 - Approved the sale of 63 EDUs - (29-infill, 30-vacant, 4-commercial) - to Sea Oaks, LLC property on Sept 18, 2018. Pending MDE approval.						



Revised Figure 4-14

0.55 0.275 0 0.55 Miles

Mystic Harbour Sewer Planning Area  
New Mystic Capacity--666 EDU's

Revised Figure M  
Mystic Harbour Environmental Report  
Prepared by the Worcester County  
Department of Environmental Programs

## Attachment 2

# Planning Commission Minutes

**Worcester County Planning Commission  
Meeting Minutes**

**Meeting Date:** October 4, 2018

**Time:** 1:00 P.M.

**Location:** Worcester County Government Office Building, Room 1102

**Attendance:**

**Planning Commission**

Mike Diffendal, Chair

Jay Knerr, Vice Chair

Marlene Ott

Rick Wells

Brooks Clayville

Betty Smith

Jerry Barbierri

**Staff**

Ed Tudor, Director, DDRP

Phyllis Wimbrow, Deputy Director, DDRP

Cathy Zirkle, DRP Specialist II

Bob Mitchell, Director, Dept. of Env. Programs

**I. Call to Order**

**II. Administrative Matters**

**A. Review and approval of minutes, September 6, 2018** — As the first item of business, the Planning Commission reviewed the minutes of the September 6, 2018 meeting. Following the discussion it was moved by Ms. Ott, seconded by Mr. Barbierri and carried unanimously to approve the minutes as submitted.

**B. Board of Zoning Appeals agenda, October 11, 2018** — As the next item of business, the Planning Commission reviewed the agenda for the Board of Zoning Appeals meeting scheduled for October 11, 2018. Mrs. Zirkle was present for the review to answer questions and address concerns of the Planning Commission. No comments were forwarded to the Board.

**III. Text Amendment**

As the next item of business, the Planning Commission reviewed a proposed text amendment application to modify §ZS 1-330 surface mining. There were no objections or questions.

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

**IV. Sectional Map Amendment – McAllister Road/ MD Route 589 Corridor**

As the next item of business, the Planning Commission discussed the sectional map amendment for the McAllister Road/ MD Route 589 Corridor. Mr. Diffendal asked each board member if they had any comments or questions. Ms. Ott commented that she was leaning toward leaving the zoning as it is for now. Mr. Wells stated that he intended to make a motion to recommend that the area under consideration for sectional rezoning, including all of the A-1 Agricultural

District and E-1 Estate District properties, be rezoned to C-1 Neighborhood Commercial District. Mr. Knerr acknowledged that while Mr. Wells and Mr. Cropper made compelling arguments, now is not the time to change the zoning in that area. He also noted that the current state of the roadways is not suitable for commercial traffic and that public water and sewer is neither presently available nor planned for the properties. Mr. Knerr stated that he felt the zoning should not be changed until after a new comprehensive plan is adopted. Mr. Barbierri agreed that McAllister Road being used for commercial purposes is not feasible. Mr. Wells doesn't believe current public water and sewer availability should be a determining factor.

Following the discussion, a motion was made by Mr. Wells, seconded by Mrs. Smith, and failed 5-2, with Mr. Barbierri, Mr. Clayville, Mr. Diffendal, Ms. Ott and Mr. Knerr opposed, to recommend the area encompassed by the sectional map amendment be rezoned from E-1 Estate District and A-1 Agricultural District to C-1 Neighborhood Commercial District based on the following reasons:

1. The Comprehensive plan has provisions for elimination of residential zoning;
2. The Commissioners recommended the sectional rezoning;
3. C-1 Neighborhood Commercial District is more compatible with the surrounding area; and
4. McAllister Road could be used as a service road and any new permits could require a widening strip dedication.

Following further discussion, a motion was made by Mr. Knerr, seconded by Mr. Clayville, and carried 6-1, with Mr. Wells opposed, to recommend that the area encompassed by the sectional map amendment remain zoned E-1 Estate District based on the following reasons:

1. The substantial existing residential areas;
2. McAllister Road is not adequate for commercial usage;
3. There is already an abundance of traffic on MD Route 589; and
4. Public water and sewer are not yet available.

## V. §ZS 1-325 Site Plan Review

As the next item of business, the Planning Commission reviewed a site plan for the Fort Whaley campground expansion, consisting of the proposed redevelopment of the campground resulting in 210 campsites, Tax Map 18, Parcel 20, Tax District 3, A-2 Agricultural District, located on the southeasterly side of Dale Road and US Route 50 (Ocean Gateway). Hugh Cropper, IV, Esquire, Robert Hufnagel, Atwell Engineering, Chis McCabe, Coastal Compliance Solutions, Gary Timmons, Jackie McGuire and Brandon Darling of Sun Communities were present for the review. Mr. Hufnagel spoke first about the number of trees they will plant and the placement of those trees. He explained that there are already some trees towards the front and that every campsite will have a tree. They would like to plant most of the trees along what he referred to as "the ditch". Mr. Hufnagel emphasized that they are going to plant 10,000 trees. Mr. Cropper then discussed the request for a waiver of a loading space. Mr. Hufnagel explained that large trucks rarely make deliveries and that almost all deliveries are made at the store at the front of

the complex. He went on to say that should the need arise a large truck could turn around in the grassy area.

Following the discussion, a motion was made by Mr. Knerr, seconded by Mr. Barbierri, and carried unanimously to approve the site plan subject to the following:

1. The Planning Commission granted a waiver to Items No. 1 through 5;

#### **VI. §ZS 1-325 Site Plan Review**

As the next item of business, the Planning Commission reviewed an update from the staff with respect to the expansion of the Frontier Town Campground, Tax Map 33, Parcel 94, A-2 Agricultural and C-2 General Commercial Districts, located on the easterly side of Stephen Decatur Highway (MD Route 611), approximately 705 feet south of Assateague Way. Mr. Knerr inquired as to the plans for the land not ready for use. Mr. Hufnagel explained that it will remain vacant.

Following the discussion, a motion was made by Mr. Barbierri, seconded by Mrs. Ott, and carried unanimously to amend the original approval granted on July 6, 2017 to reflect approval of only the southerly section consisting of 101 campsites and associated amenities.

#### **VII. Water and Sewerage Plan Amendment**

As the next item of business, the Planning Commission reviewed an application associated with a request to change the sewer planning area designation for a single property for the proposed Sea Oaks RPC development in the *Comprehensive Master Water and Sewerage Plan (The Plan)*. The proposed designation change is from an S-3 (6-10 year timeframe) classification to an S-1 (within two years) planning designation to accommodate an expedited development schedule. The property is more specifically identified on Tax Map 26, as Parcel 274, Lot 3A. This is amendment Case No. SW 2018-3. Bob Mitchell, Director of Environmental Programs, presented the request and was joined by Hugh Cropper, attorney, who represented the applicant, Sea Oaks Villages, LLC.

The request is to revise the sewer planning area designation in *The Plan*. Those changes would also include a revised EDU (Equivalent Dwelling Unit) table page and an updated Figure 4-14 showing the added area within *The Plan*.

Mr. Mitchell reviewed the staff report noting the consistencies found for such a development in the *Comprehensive Plan* and proposed improvements would be permitted in accordance with existing zoning. Mr. Mitchell, while acknowledging the land use designation of Green Infrastructure for the rear portion of the property, also emphasized that the entire property was already in the existing sewer planning area and any development would need to meet all local and state regulatory requirements as previously noted in the staff report.

Mr. Cropper noted the completeness of the staff report and had nothing to add other than he urged the Planning Commission to find the amendment consistent with the *Comprehensive Plan*.

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

**VIII. Adjourn** – The Planning Commission adjourned at 1:32 P.M.

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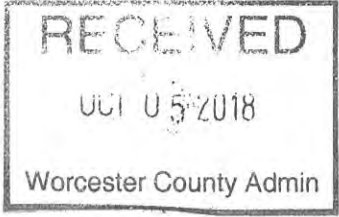
Betty Smith, Secretary

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Cathy Zirkle



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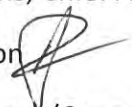


OFFICE OF THE FIRE MARSHAL  
**Worcester County**

Jeffrey A. McMahon  
Fire Marshal  
Matthew W. Owens  
Chief Deputy Fire Marshal

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1302  
**SNOW HILL, MARYLAND 21863-1249**  
TEL: 410-632-5666  
FAX: 410-632-5664  
www.wcfmo.org

MEMORADNUM

DATE: October 4, 2018  
TO: Harold Higgins, Chief Administrative Officer  
FROM: Jeff McMahon   
RE: Vehicle Expense/Over Expenditure

On September 5, 2018 Deputy Fire Marshal Christopher Vieira was involved in a motor vehicle accident in the FMO's 2016 Chevrolet Truck, Maryland Registration 4CA6488, at Timmons Road and Worcester Highway. Due to weather conditions it was a no-fault accident, thereby making the County responsible for the cost of damages to DFM Vieira's assigned County vehicle.

Estimates to repair the vehicle were obtained with Snow Hill Auto Body being the lowest at \$2,320.21. That funding is not available in the FMO vehicle expense account. Already this fiscal year the FMO has assumed some unexpected vehicle expenses and the remainder of FY19 budgeted vehicle expense account 100.1104.6540.030 funding is \$1,431.60 as of today.

Therefore I respectfully request an over expenditure of \$2,320 to cover the cost of repairs for the FMO's 2016 Chevy Truck. As always I would welcome the opportunity to answer any questions.



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COMMISSIONERS  
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THEODORE J. ELDER, VICE PRESIDENT  
ANTHONY W. BERTINO, JR.  
MADISON J. BUNTING, JR.  
JAMES C. CHURCH  
MERRILL W. LOCKFAW, JR.  
JOSEPH M. MITRECIC

OFFICE OF THE  
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

October 16, 2018

TO: Harold L. Higgins, CPA, Chief Administrative Officer  
FROM: Kathy Whited, Budget Officer *Kathy*  
SUBJECT: New Department setup - Information Technology

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As the County moves forward with the FY2019 budget and the changeover of administration in Emergency Services and Information Technology, we would need to make a change to the expense accounts for the Information Technology location to be assigned to a new department number in the General Fund, department 1011.

I would request the County Commissioners approve a budget transfer from 100.1102.020 which is detailed on page 2 for the FY2019 budget in the amount of \$478,870. I am available for any questions you may have.

Cc: Stacey Norton, Human Resources Director  
Phillip G. Thompson, CPA, Finance Officer  
Missy Mason, Document Imaging Supervisor

H:\FY19 Budget\FY19 approved budgets\Information Technology department FY19.docx

## Expense Budget Performance Report

Fiscal Year to Date 06/30/19

Exclude Rollup Account

		Adopted	Amended	YTD	Budget - YTD
Account	Account Description	Budget	Budget	Transactions	Transactions
<b>Fund 100 - General Fund</b>					
Department <b>1102 - Emergency Services</b>					
Location <b>020 - Information Technology</b>					
EXPENSE					
6000.100	Personnel Services Salaries	496,909.00	496,909.00	152,183.30	344,725.70
6100.010	Administrative Expense Administrative Expenses	300.00	300.00	162.50	137.50
6100.100	Administrative Expense Dues and Subscriptions	500.00	500.00	.00	500.00
6100.190	Administrative Expense Office Supplies	500.00	500.00	.00	500.00
6100.210	Administrative Expense Paper	200.00	200.00	.00	200.00
6110.245	Supplies & Equipment Mobile Phones	8,000.00	8,000.00	1,307.37	6,692.63
6150.050	Uniforms & Personal Equipment Uniforms	420.00	420.00	.00	420.00
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	900.00	900.00	117.33	782.67
6540.030	Vehicle Operating Expenses Vehicle Maintenance	600.00	600.00	75.94	524.06
6550.081	Building Site Expenses Fire Extinguishers	20.00	20.00	.00	20.00
6550.270	Building Site Expenses Telephone	360.00	360.00	6,861.43	(6,501.43)
7000.040	Travel, Training & Expense Continuing Education/Certificati	3,000.00	3,000.00	.00	3,000.00
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	415.00	415.00	325.00	90.00
7000.115	Travel, Training & Expense Mileage	300.00	300.00	.00	300.00
8010.110	Interfund Water & Wastewater Enterprise Ch	(18,690.00)	(18,690.00)	(18,690.36)	.36
8010.120	Interfund Landfill Enterprise Charges	(14,864.00)	(14,864.00)	(14,864.20)	.20
EXPENSE TOTALS		\$478,870.00	\$478,870.00	\$127,478.31	\$351,391.69
Location <b>020 - Information Technology</b> Totals		\$478,870.00	\$478,870.00	\$127,478.31	\$351,391.69
Department <b>1102 - Emergency Services</b> Totals		\$478,870.00	\$478,870.00	\$127,478.31	\$351,391.69



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COMMISSIONERS  
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## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

October 17, 2018

**TO:** Harold Higgins, Chief Administrative Officer  
Worcester County Commissioners

**FROM:** Kim Reynolds, Senior Budget Accountant

**RE:** “REQUESTED” Capital Improvement Plan FY2020 through FY2024

Please find attached, the Requested Fiscal Year 2020 through Fiscal Year 2024 Five-Year Capital Improvement Plan. The Plan Summary by Category indicates projects totaling \$91,867,085 are requested over the five-year period. Of these projects, \$7,927,492 or 8.63% is proposed to come from the General Fund and \$53,418,101 or 58.15% from general bond funds. The remaining portion would come from user fees, grant funds, state match funds, state loans, assigned funds and enterprise bonds. Public School projects have been included in the Capital Improvement Plan.

We would ask you to assess the requests for FY2020 to see if there are items in the plan that the County should review. The FY2020 General Fund request is \$1,500,000 or 4% and General Bonds total \$22,672,464 or 64% of the capital outlays. The Bond Rating Agencies look closely at the Capital Improvement Plan as a financial planning tool for the County.

Administration would like to propose a public hearing be held on the requested capital improvement plan on November 20, 2018. Should you have any questions please do not hesitate to contact me.

**REQUESTED PLAN SUMMARY BY CATEGORY**

10/16/2018

WORCESTER COUNTY  
**FIVE YEAR CAPITAL IMPROVEMENT PLAN**  
 FY 2020 to FY 2024 Project Summary

Project Category	2020	2021	2022	2023	2024	Five Year Project Cost Total	Five Year % to Total Costs	Actual Prior Years	Balance to Complete *	Total Project Cost
General Government	250,000	2,500,000	0	550,000	0	3,300,000	3.59%	0	0	3,300,000
Public Safety	500,000	5,500,710	3,800,710	0	0	9,801,420	10.67%	3,500,000	0	13,301,420
Public Works	7,995,000	6,735,000	4,680,000	2,700,000	1,600,000	23,710,000	25.81%	1,116,000	0	24,826,000
Public Schools	26,756,519	10,027,637	7,690,062	5,461,370	2,553,000	52,488,588	57.14%	12,731,756	879,000	66,099,344
Community College	0	197,492	2,279,610	89,975	0	2,567,077	2.79%	0	0	2,567,077
<b>TOTAL</b>	<b>35,501,519</b>	<b>24,960,839</b>	<b>18,450,382</b>	<b>8,801,345</b>	<b>4,153,000</b>	<b>91,867,085</b>	<b>100.00%</b>	<b>17,347,756</b>	<b>879,000</b>	<b>110,093,841</b>

Source of Funds	2020	2021	2022	2023	2024	Five Year Project Cost Total	Five Year % to Total Costs	Actual Prior Years	Balance to Complete	Total Project Cost
General Fund	1,500,000	1,697,492	1,653,000	1,577,000	1,500,000	7,927,492	8.63%	1,016,000	0	8,943,492
User Fees	865,000	765,000	0	0	0	1,630,000	1.77%	0	0	1,630,000
Grant Funds	865,000	1,560,000	1,215,000	600,000	50,000	4,290,000	4.67%	50,000	0	4,340,000
State Match	5,285,000	1,250,000	3,650,000	1,906,000	831,000	12,922,000	14.07%	4,336,000	0	17,258,000
State Loan	815,000	960,000	15,000	0	0	1,790,000	1.95%	50,000	0	1,840,000
Assigned Funds	2,549,055	1,565,437	0	275,000	0	4,389,492	4.78%	5,858,188	0	10,247,680
Private Donation	0	0	0	0	0	0	0.00%	0	0	0
Enterprise Bonds	950,000	1,950,000	1,950,000	600,000	50,000	5,500,000	5.99%	0	0	5,500,000
General Bonds	22,672,464	15,212,910	9,967,382	3,843,345	1,722,000	53,418,101	58.15%	6,037,568	879,000	60,334,669
<b>TOTAL</b>	<b>35,501,519</b>	<b>24,960,839</b>	<b>18,450,382</b>	<b>8,801,345</b>	<b>4,153,000</b>	<b>91,867,085</b>	<b>100.00%</b>	<b>17,347,756</b>	<b>879,000</b>	<b>110,093,841</b>

\* Balance to Complete - Years FY2025 and future

**FY 2020 TO FY 2024 SUMMARY BY PROJECT  
REQUESTED**

10/16/2018

**WORCESTER COUNTY  
FIVE YEAR CAPITAL IMPROVEMENT PLAN**

	FY2020	FY2021	FY2022	FY2023	FY2024	Prior Allocation	Balance To Complete	TOTAL
<b>General Government Facilities</b>								
Pocomoke Library Building Improvements	250,000	2,500,000						2,750,000
Snow Hill Library Building Improvements				550,000				550,000
<b>Total General Government Facilities</b>	<b>250,000</b>	<b>2,500,000</b>	<b>0</b>	<b>550,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,300,000</b>
<b>Public Safety</b>								
Worcester County Jail Improvement Project	500,000	5,500,710	3,800,710	0	0	3,500,000		13,301,420
<b>Total</b>	<b>500,000</b>	<b>5,500,710</b>	<b>3,800,710</b>	<b>0</b>	<b>0</b>	<b>3,500,000</b>	<b>0</b>	<b>13,301,420</b>
<b>Public Works</b>								
Asphalt Overlay/Pavement Preservation of Roads	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,000,000		8,500,000
Bridge Replacement - Bayside Road Bridge	3,000,000					16,000		3,016,000
<b>Water Wastewater</b>								
Mystic Harbour Wastewater Plant Expansion	100,000	1,200,000	2,400,000	1,200,000	100,000			5,000,000
Newark Spray Irrigation	1,000,000	940,000				100,000		2,040,000
Lewis Road Sewer Extension	630,000	980,000	30,000					1,640,000
Ocean Pines Service Area Upgrades	900,000	1,350,000	750,000					3,000,000
<b>Solid Waste</b>								
Landfill Admin Scale Bldg Renovation & Addition	865,000	765,000						1,630,000
<b>Total Public Works</b>	<b>7,995,000</b>	<b>6,735,000</b>	<b>4,680,000</b>	<b>2,700,000</b>	<b>1,600,000</b>	<b>1,116,000</b>	<b>0</b>	<b>24,826,000</b>

FY 2020 TO FY 2024 SUMMARY BY PROJECT  
REQUESTED

10/16/2018

WORCESTER COUNTY  
FIVE YEAR CAPITAL IMPROVEMENT PLAN

	FY2020	FY2021	FY2022	FY2023	FY2024	Prior Allocation	Balance To Complete	TOTAL
<b>Public Schools</b>								
Showell Elementary School Replacement	25,723,464	9,712,200				12,116,756		47,552,420
Stephen Decatur High School - Turf Field	785,000					615,000		1,400,000
Stephen Decatur Middle School Addition	131,055	315,437	5,005,062	3,753,370				9,204,924
Pocomoke Middle School - Roof Replacement	117,000		2,532,000					2,649,000
Snow Hill Middle/Cedar Chapel School - Roof Replace			153,000	1,631,000	1,722,000			3,506,000
Pocomoke Elementary School - Roof Replacement			77,000		831,000		879,000	1,787,000
<b>Total Public Schools</b>	<b>26,756,519</b>	<b>10,027,637</b>	<b>7,690,062</b>	<b>5,461,370</b>	<b>2,553,000</b>	<b>12,731,756</b>	<b>879,000</b>	<b>66,099,344</b>
<b>Wor-Wic Community College</b>								
Wor-Wic Applied Technology Building		197,492	2,279,610	89,975				2,567,077
<b>Total Wor-Wic</b>	<b>0</b>	<b>197,492</b>	<b>2,279,610</b>	<b>89,975</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,567,077</b>

<b>CAPITAL PROJECT SUMMARY - BY SOURCE OF FUNDS</b>								
	FY2020	FY2021	FY2022	FY2023	FY2024	Prior Allocation	Balance to Complete	TOTAL
<b>Source of Funds</b>								
General Fund	1,500,000	1,697,492	1,653,000	1,577,000	1,500,000	1,016,000		8,943,492
User Fees	865,000	765,000						1,630,000
Grant Funds	865,000	1,560,000	1,215,000	600,000	50,000	50,000		4,340,000
State Match	5,285,000	1,250,000	3,650,000	1,906,000	831,000	4,336,000		17,258,000
State Loan	815,000	960,000	15,000			50,000		1,840,000
Assigned Funds	2,549,055	1,565,437		275,000		5,858,188		10,247,680
Private Donation								0
Enterprise Bonds	950,000	1,950,000	1,950,000	600,000	50,000			5,500,000
General Bonds	22,672,464	15,212,910	9,967,382	3,843,345	1,722,000	6,037,568	879,000	60,334,669
<b>TOTAL</b>	<b>35,501,519</b>	<b>24,960,839</b>	<b>18,450,382</b>	<b>8,801,345</b>	<b>4,153,000</b>	<b>17,347,756</b>	<b>879,000</b>	<b>110,093,841</b>

# Project: Pocomoke Library Building Improvements

Dept Head, Title & Phone #: Jennifer Ranck, Library Director, 410-632-2600

Project Summary: Pocomoke Library Building Improvements

Purpose: Replace roof, air conditioning unit and flooring; make energy improvements to plumbing and lighting systems; reallocate space to improve building functionality and staff visibility; construct 4,000 SF addition

Location: Pocomoke Library, 301 Market Street, Pocomoke, Maryland

Impacts on General Fund Operating, Personnel or Maintenance: No impact to personnel; operating and maintenance costs should decrease with more efficient equipment

	FY 20	FY 21	FY 22	FY 23	FY 24	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design	250,000							250,000
Land Acquisition								0
Site Work								0
Construction		2,300,000						2,300,000
Equipment/Furnishings		200,000						200,000
Other								0
<b>EXPENDITURES</b>								
<b>TOTAL</b>	<b>250,000</b>	<b>2,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,750,000</b>

SOURCES OF FUNDS								
	FY 20	FY 21	FY 22	FY 23	FY 24	Prior Allocation	Balance to Complete	Total Project Cost
General Fund								0
User Fees								0
Grant Funds								0
State Match	125,000	1,250,000						1,375,000
State Loan								0
Assigned Funds	125,000	1,250,000						1,375,000
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0
<b>TOTAL</b>	<b>250,000</b>	<b>2,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,750,000</b>

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# **Project: Pocomoke Library Building Improvements**

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Complete the following questions.

## **Project scope.**

**Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?**

Worcester County Library completed a Facilities Master Plan in 2013. The Berlin Branch Library replacement project was identified as the first priority; building improvements to the Pocomoke Branch Library were identified as the second priority. The Pocomoke Branch opened in 1970 with an addition constructed in 2004. The addition provided much needed space but much of the library's furniture and shelving was re-used and many of building systems are in need of replacement. This project will address the following problems: 1) the lack of flexible space for collaborative work for patrons and staff; 2) the need for upgraded electrical and data systems; 3) the need for upgraded heating, ventilation, air conditioning and lighting; 4) roof and window replacement; and 5) accessibility issues.

## **County benefit.**

**How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?**

The residents and visitors to Pocomoke City and the surrounding areas will benefit from this project. Many of the building's systems are nearing the "end of useful life" and replacement equipment will help maintain proper temperatures, improve lighting, and reduce the library's overall energy use. New flooring and furnishings will improve overall functionality and enable the library to reallocate collection space, create a dedicated young adult space, reconfigure staff area, and revise public service desk. Adjacent to the children's area, the lack of separation limits the use of the YA section. Due to space and wiring constraints, the library's 3D printer is housed on the other side of the building. Lack of programming space within the collection spaces limit the kinds of programs and equipment that the library can offer. The branch is often the recipient of discarded furniture. The mix of hodgepodge shelving negatively affects the overall character and layout of the branch. Library staff are continually weeding and shifting collections due to lack of space. The library would like to purchase additional non-fiction picture books for the Children's area to support Common Core curriculum but there is no room to expand library collections. Dated HVAC equipment has failed five times this past year. The circulation desk is crowded and there is little room to store held items and interlibrary loan materials for customers. The staff office and staff kitchen also serve as storage spaces. Many library operations must take place at the circulation desk in between assisting customers and checking out materials. The circulation desk is not accessible for those in wheelchairs and obstructs flow for all users. A more welcoming desk would improve the patron experience. A renovated and larger building will enable the library to create inspiring and defined spaces that will facilitate greater and higher quality use by its visitors. The addition of quiet study and the possibility of a small conference room will expand the types of activities that can take place in the library. Additional places for visitors to plug in their own devices will enable users to research, complete online classes, and communicate in a more comfortable setting. New shelving will allow for the print collections to be displayed in a functional manner and easier to access by all patrons. The library will increase aisle widths to 42" to meet ADA preferred guidelines. The projected increase for library use is 15%. A well-designed staff area will increase productivity and staff morale. Efficient electrical and data communications systems will modernize technology for now and future reconfiguration. The library will also strive to minimize its environmental footprint and will explore the opportunities to use sustainable building materials, incorporate natural light to reduce energy costs, and other design elements that are cost effective and environmentally friendly. The library is central to the Pocomoke community and serves as the cultural and learning center. The space, if renovated and expanded, will support modern usage and technology and enable the library to meet the needs of the current and evolving community.

## **Cost estimate.**

**How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?**

Preliminary estimates were calculated in May 2018 by The Design Group. Engineering/Design fees (\$250,000); Construction costs (\$2,300,000); new furnishings and equipment (\$200,000).

## **Project: Pocomoke Library Building Improvements**

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**CIP Timing.** If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

This project was first requested in FY 2019 and has been expanded to include a 4,000 SF addition. The library is currently in pre-design to determine if 4,000 SF is needed or space reallocation can help reduce the size of the overall expansion. The library will apply for state funding through the Public Library Capital Grant program.

**Urgency.**

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

This project is necessary but not time critical, although some building systems are at the end of their life cycle. Building improvements should lower ongoing operating costs.

# Project: Snow Hill Library Building Improvements

Dept Head, Title & Phone #: Jennifer Ranck, Library Director, 410-632-2600

**Project Summary:** Snow Hill Library Building Improvements

**Purpose:** Replace HVAC system and make energy improvements to plumbing and lighting systems

**Location:** Snow Hill Library, 307 N. Washington Street, Snow Hill, Maryland

**Impacts on General Fund Operating, Personnel or Maintenance:** No impact to personnel; operating and maintenance costs should decrease with more efficient equipment

	FY 20	FY 21	FY 22	FY 23	FY 24	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design				50,000				50,000
Land Acquisition								0
Site Work								0
Construction				500,000				500,000
Equipment/Furnishings								0
Other								0

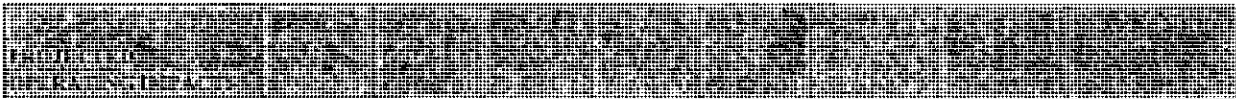
**EXPENDITURES**

<b>TOTAL</b>	0	0	0	550,000		0	0	550,000
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**SOURCES OF FUNDS**

General Fund								0
User Fees								0
Grant Funds								0
State Match				275,000				275,000
State Loan								0
Assigned Funds				275,000				275,000
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0

<b>TOTAL</b>	0	0	0	550,000	0	0	0	550,000
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# **Project: Snow Hill Library Building Improvements**

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Complete the following questions.

## **Project scope.**

**Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?**

Worcester County Library completed a Facilities Master Plan in 2013. Building improvements to the Snow Hill Branch Library were identified as the third priority after the Berlin Branch Library replacement project and building improvements to the Pocomoke Branch Library. The Snow Hill branch was built in 1974 and is in good shape architecturally but the building's mechanical systems are in need of replacement. Some of the lighting has been upgraded, but improvements are needed in the staff areas and meeting room. The building's plumbing, including domestic water heater and restroom fixtures, need to be upgraded as well.

## **County benefit.**

**How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?**

The residents and visitors to Snow Hill and the surrounding areas will benefit from this project. The Snow Hill branch houses the library's Worcester Room which contains the local history collection and includes some unique and one-of-a-kind items. Replacing the HVAC will help maintain proper will help preserve those items. Improvements made to the lighting and plumbing will reduce the library's overall energy use.

## **Cost estimate.**

**How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?**

Preliminary estimates were calculated in 2012 by Entech Engineers. Figures have been adjusted, using the Berlin library project as a recent comparison. Engineering/Design fees (\$50,000); HVAC replacement (including air handling units, circulating pumps, and controls (\$275,000); plumbing and lighting improvements (\$225,000).

**CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?**

This project was first submitted last year (FY 2019) and has been requested for approval in the FY 2023 budget. The library will apply for a matching grant Library Capital Grant program through the Maryland State Library.

## **Urgency.**

**Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?**

This project is necessary but not time critical. Building improvements should lower ongoing operating costs.

**Project: Jail Improvements (Split Phase)**

Dept Head, Title & Phone #: Donna Bounds, Warden, 410-632-1300

**Project Summary:** This project is being implemented in multiple phases. Phase 1 includes the replacement of high priority aging infrastructure equipment including electrical switchgear, generator, kitchen HVAC, corridor HVAC, gymnasium HVAC, laundry ventilation, services rooms HVAC, duct work, piping, pumps, and controls with the modern and more efficient equipment that will utilize the existing hot water boilers for the heating and cooling systems for select locations. Phase 2 includes equipment for the original and work release housing facilities, roofing replacement and infrastructure including piping and safety systems.

**Purpose:** This project is intended to replace infrastructure equipment based on priorities of need and intended to mitigate future operational outages and disruptions.

**Location:** The project is located just of Route 113 at the intersection of Bay Street and Joyner Road - Worcester County, Snow Hill, Maryland. Worcester County Jail, 5022 Joyner Road, Snow Hill, MD 21863.

**Impacts on General Fund Operating, Personnel or Maintenance:** This project does not increase the number of employees required at the Worcester County Jail. Upon completion, this project will result in increased efficiency of the building systems replaced. This project will also result in the reduction of maintenance costs associated with the upkeep of the current 30 yr old system components. Additionally, the project will increase energy costs and will only require (1) computer to control the system. This project will incur a one-time cost of the labor and equipment replacement during each phase.

	FY 20	FY 21	FY 22	FY 23	FY 24	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design	500,000	150,000	100,000			325,000		1,075,000
Land Acquisition								0
Site Work								0
Construction		5,350,710	3,700,710			2,000,000		11,051,420
Equipment/Furnishings						950,000		950,000
Other						225,000		225,000
<b>EXPENDITURES</b>								

<b>TOTAL</b>	<b>500,000</b>	<b>5,500,710</b>	<b>3,800,710</b>	<b>0</b>	<b>0</b>	<b>3,500,000</b>	<b>0</b>	<b>13,301,420</b>
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<b>SOURCES OF FUNDS</b>								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds						3,500,000		3,500,000
Private Donation								0
Enterprise Bonds								0
General Bonds	500,000	5,500,710	3,800,710					9,801,420
								0
								0

<b>TOTAL</b>	<b>500,000</b>	<b>5,500,710</b>	<b>3,800,710</b>	<b>0</b>	<b>0</b>	<b>3,500,000</b>	<b>0</b>	<b>13,301,420</b>
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<b>PROJECTED OPERATING IMPACTS</b>								
	0	0	0	0	0			0

## **Project: Jail Improvements (Split Phase)**

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Complete the following questions.

### **Project scope.**

**Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?**

The project scope was determined by the HVAC and supporting Electrical Engineering Study/Feasibility Analysis completed by Gipe Associates. Equipment failures during the winter 2016-2017 have escalated the need for replacement of equipment based on operational priority separated as phase 1 and included in the prior allocation funding estimate above. Therefore the project has been split to multiple years beginning FY 18.

### **County benefit.**

**How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?**

The County saves money by replacing a 30 year old system with a newer, more efficient system components. Original equipment is 35 years old, failing and inefficient by current standards. If this project is not funded, or if it is delayed, the County will continue to pay high maintenance costs and fund emergency repairs.

### **Cost estimate.**

**How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?**

The cost estimate was developed by Gipe Associates engineering study. The current funding request was developed by priority determination of systems which upon failure disrupt facility operations. An inflationary adjustment of 3% was applied to the 2014 study estimates.

**CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?**

The original request based on engineering assessment of the entire facility has not been funded. Recent equipment failures and emergency repairs have resulted in a smaller scope plan phase 1 to address facility systems based on functional loss of use impact prioritization. The current request is \$2,500,000 (FY 18 and FY 19) for limited scope. Future estimates include the escalated balance from the original 2014 engineering study.

### **Urgency.**

**Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded? If not completed antiquated equipment will continue to fail, cause the need for emergency repairs and operational disruptions which is more costly than addressing the issues on a planned basis.**

# Project: Asphalt Overlay/Pavement Preservation of County Roads

Dept Head, Title & Phone #: John H. Tustin, P.E., Public Works Director, 410-632-5623

**Project Summary:** Asphalt overlay and pavement preservation of County Roads.

**Purpose:** To preserve and maintain the condition of roads within Worcester County.

**Location:** Various roads throughout Worcester County.

**Impacts on General Fund Operating, Personnel or Maintenance:** In FY10 the Highway User Revenue was cut significantly; therefore, the General Fund has been funding the costs of our paving projects. The Highway User Revenue has not been restored to previous allocations which means the General Fund will have to continue to fund our paving projects. This does put a strain on the County's General Fund budget.

	FY 20	FY 21	FY 22	FY 23	FY 24	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design								0
Land Acquisition								0
Site Work								0
Construction	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,000,000		8,500,000
Equipment/Furnishings								0
Other								0
<b>EXPENDITURES</b>								

<b>TOTAL</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>1,000,000</b>	<b>0</b>	<b>8,500,000</b>
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<b>SOURCES OF FUNDS</b>								
General Fund	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,000,000		8,500,000
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0

<b>TOTAL</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>1,000,000</b>	<b>0</b>	<b>8,500,000</b>
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<b>PROJECTED OPERATING IMPACTS</b>	0	0	0	0	0			0
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## **Project: Asphalt Overlay/Pavement Preservation of County Roads**

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Complete the following questions.

### **Project scope.**

Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?

To preserve and maintain the roads within Worcester County to allow for safe travel. It is not mandated by State or Federal Law. We do receive Highway User Revenue funds to cover transportation costs; however, this allocation has been significantly reduced since FY10.

### **County benefit.**

How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?

This would benefit the County in general since the project covers all roads maintained by the County. Delay and discontinued funding will enhance deterioration of roads leading to unsafe vehicular travel. This could ultimately result in major road repairs leading to a more costly alternative than simply preserving the road.

### **Cost estimate.**

How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?

Estimate is based on paving projects prior to HUR funding cuts. Although our estimate is higher than previous funding, we feel that the roads in Worcester County are in need of more preservation and maintenance. The additional funding would result in a regular schedule of surface treatment and overlays which would provide safer transportation for vehicular traffic.

**CIP Timing.** If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?

N/A

### **Urgency.**

Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?

It is vital to continue to preserve and maintain our County Roads. By addressing the road maintenance/resurfacing issues now it will avoid costly repair in the future. If not continued it can lead to a more significant impact not only financially, but as a safety issue for the traveling public.



# Project: Bridge Replacement - Bayside Road Bridge - WO203

Dept Head, Title & Phone #: John H. Tustin, P.E., Public Works Director, 410-632-5623

Project Summary: Bridge Replacement

Purpose: To preserve and maintain bridges within Worcester County.

Location: Bayside Road Bridge over Paw Paw Creek

**Impacts on General Fund Operating, Personnel or Maintenance:** Bridge replacements are typically funded using State Aid and the County General Fund. State Aid covers 80% of the cost, while the County pays 20%. When budgeting for a bridge replacement project, the County budgets 100% of the total cost of the project then submits at the end of the project a reimbursement for 80% from State Aid. Due to several bridge replacements over the last couple of years, the balance available in State Aid has decreased significantly. We do not have sufficient funds in our State Aid to make the 80/20 split.

	FY 20	FY 21	FY 22	FY 23	FY 24	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design						16,000		16,000
Land Acquisition								0
Site Work								0
Construction	3,000,000							3,000,000
Equipment/Furnishings								0
Other								0
<b>EXPENDITURES</b>								
<b>TOTAL</b>	<b>3,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16,000</b>	<b>0</b>	<b>3,016,000</b>
<b>SOURCES OF FUNDS</b>								
General Fund						16,000		16,000
User Fees								0
Grant Funds								0
State Match	824,000							824,000
State Loan								0
Assigned Funds	2,176,000							2,176,000
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0
<b>TOTAL</b>	<b>3,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16,000</b>	<b>0</b>	<b>3,016,000</b>
<b>PROJECTED OPERATING IMPACTS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>			<b>0</b>

## **Project: Bridge Replacement - Bayside Road Bridge - WO203**

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Complete the following questions.

### **Project scope.**

**Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?**

Worcester County bridges are inspected either on an annual or biennial cycle. The engineering consulting firm performs a structural evaluation for each bridge and creates the Bridge Sufficiency Rating (BSR). To be eligible for State funding the BSR must be rated at 50 or below. During the last inspection cycle Bayside Road Bridge (WO203) had a BSR rating of 27.9 making the bridge eligible for State Aid funding. Bridge inspections/replacements are mandated by the State Highway Administration Federal Bridge Program.

### **County benefit.**

**How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?**

The citizens and the County benefit from this project since it serves as a connecting point for property owners within the area. It also benefits the general public since various activities, such as the triathlons, are dependent upon its existence. Delaying this project could possibly cause this section of road to be closed to the public and would cause an inconvenience to property owners and citizens.

### **Cost estimate.**

**How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?**

The cost estimate was developed by means of a comparison to our latest bridge replacement costs in 2017 and an engineers recommendation. The estimated structure costs is on a per foot basis. This estimate could possibly increase due to the rising costs of material and/or labor.

**CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?**

N/A

### **Urgency.**

**Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?**

It is imperative that this project be completed in a timely manner due to the fact that the rating of this bridge could drop significantly which could cause this structure to be closed to the general public.

# Project: Mystic Harbour Wastewater Treatment Plant Expansion, Solids Handling & Effluent Disposal

Dept Head, Title & Phone #: John H. Tustin, P.E. Director - 410-632-5623

**Project Summary:** Mystic Harbour Solids Dewatering and Wastewater Treatment Plant Expansion including effluent disposal at a new spray irrigation site.

**Purpose:** Resolving the solids dewatering problems at the Mystic Harbour Wastewater Treatment Plant and increasing the rated plant capacity.

**Location:** Mystic Harbour/West Ocean City

**Impacts on General Fund Operating, Personnel or Maintenance:** Project will be constructed and operated using Enterprise Funds.

	FY 20	FY 21	FY 22	FY 23	FY 24	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design	100,000	200,000	200,000	200,000	100,000			800,000
Land Acquisition		1,000,000						1,000,000
Site Work								0
Construction			2,200,000	1,000,000				3,200,000
Equipment/Furnishings								0
Other								0
<b>EXPENDITURES</b>								

<b>TOTAL</b>	<b>100,000</b>	<b>1,200,000</b>	<b>2,400,000</b>	<b>1,200,000</b>	<b>100,000</b>	<b>0</b>	<b>0</b>	<b>5,000,000</b>
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<b>SOURCES OF FUNDS</b>								
General Fund								0
User Fees								0
Grant Funds	50,000	600,000	1,200,000	600,000	50,000			2,500,000
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds	50,000	600,000	1,200,000	600,000	50,000			2,500,000
General Bonds								0
								0
								0

<b>TOTAL</b>	<b>100,000</b>	<b>1,200,000</b>	<b>2,400,000</b>	<b>1,200,000</b>	<b>100,000</b>	<b>0</b>	<b>0</b>	<b>5,000,000</b>
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<b>PROJECTED OPERATING IMPACTS</b>	0	0	0	0	0			0
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## **Project: Mystic Harbour Wastewater Treatment Plant Expansion, Solids Handling & Effluent Disposal**

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Complete the following questions.

### **Project scope.**

**Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?**

This project includes expansion of the Mystic Harbour Wastewater Treatment Plan and construction of needed improvements to the sludge handling facilities. In addition, the scope of work includes providing the needed effluent disposal systems for the increased treatment plant capacity.

### **County benefit.**

**How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?**

The purpose of this project is to allow continued controlled growth in the West Ocean City area of the County. Without this project, growth in this area cannot continue and the only available wastewater disposal available would be on-site septic systems. Controlled growth is needed to ensure the economic viability of the area.

### **Cost estimate.**

**How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?**

The cost estimate for the treatment plant expansion and sludge handling systems was taken from recently completed studies. The cost estimate for effluent disposal was a historical "best guess" based on recent experience with disposal of effluent. The final cost will be greatly impacted by the disposal site which has not been identified at this time.

**CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?**

This project is being added based on the request of the County Commissioners and the expected timing for when all of the existing plant capacity will be distributed to potential users.

### **Urgency.**

**Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?**

Continued development within the West Ocean City/Mystic Harbour Area will require adequate public utilities. The only County owned wastewater facility in this area is the Mystic Harbour Wastewater Treatment Plant. To continue well controlled economic growth in this area, this expansion is needed.

# Project: Newark Spray Irrigation

Dept Head, Title & Phone #: John H. Tustin, P.E. 410-632-5623

**Project Summary:** Transitioning of the Newark Wastewater Treatment Plant to Spray Irrigation for effluent disposal

**Purpose:** Because of the poor quality effluent produced by the Newark Wastewater Treatment plant, it will be necessary to transition this plant from surface discharge to spray irrigation for effluent disposal. In 2008, the County Commissioners identified this need and purchased a property that is suitable for spray.

**Location:** Newark Sanitary Service Area

**Impacts on General Fund Operating, Personnel or Maintenance:** Transitioning to spray irrigation will require additional staff time from the Water Wastewater enterprise fund. Costs will be paid from Under fees.

	FY 20	FY 21	FY 22	FY 23	FY 24	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design	200,000	40,000				100,000		340,000
Land Acquisition		800,000						800,000
Site Work								0
Construction	800,000	100,000						900,000
Equipment/Furnishings								0
Other								0
<b>EXPENDITURES</b>								

<b>TOTAL</b>	<b>1,000,000</b>	<b>940,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100,000</b>	<b>0</b>	<b>2,040,000</b>
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<b>SOURCES OF FUNDS</b>								
General Fund								0
User Fees								0
Grant Funds	500,000	470,000				50,000		1,020,000
State Match								0
State Loan	500,000	470,000				50,000		1,020,000
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0

<b>TOTAL</b>	<b>1,000,000</b>	<b>940,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100,000</b>	<b>0</b>	<b>2,040,000</b>
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<b>PROJECTED OPERATING IMPACTS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
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## **Project: Newark Spray Irrigation**

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Complete the following questions.

### **Project scope.**

**Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?**

The project involves constructing a pipeline between the Newark Treatment Plant and the spray site, providing storage for effluent at the spray site, installation of spray piping, sprinkler heads and other features needed at the spray site.

### **County benefit.**

**How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?**

The primary benefit of this project is the reduction in nutrient discharges to the Newport Bay Watershed. If this project is not completed, the Newark Service Area will need to complete significant improvements to the existing wastewater treatment plant to comply with water quality regulations.

### **Cost estimate.**

**How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?**

The cost estimate was generated in-house and has since been updated by the design engineer.

**CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?**

The project is currently being delayed by increased efforts in the permitting of the spray site.

### **Urgency.**

**Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?**

This project is mandated by orders from MDE.

# Project: Lewis Road Sewer Extension

Dept Head, Title & Phone #: John H. Tustin, P.E., Director of Public Works 410-632-5623

**Project Summary:** Extension of sanitary sewer lines along Lewis Road to serve approximately 50 homes.

**Purpose:** The project is proposed to eliminate approximately 50 septic systems in an area of high groundwater

**Location:** Lewis Road behind the Landings Wastewater Treatment Plant

**Impacts on General Fund Operating, Personnel or Maintenance:** The project have no impact on the general fund, operating, personnel or maintenance expenses. Operating expenses will be paid from user fees.

	FY 20	FY 21	FY 22	FY 23	FY 24	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design	130,000	80,000	30,000					240,000
Land Acquisition								0
Site Work	500,000	900,000						1,400,000
Construction								0
Equipment/Furnishings								0
Other								0
<b>EXPENDITURES</b>								

<b>TOTAL</b>	<b>630,000</b>	<b>980,000</b>	<b>30,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,640,000</b>
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<b>SOURCES OF FUNDS</b>								
General Fund								0
User Fees								0
Grant Funds	315,000	490,000	15,000					820,000
State Match								0
State Loan	315,000	490,000	15,000					820,000
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0

<b>TOTAL</b>	<b>630,000</b>	<b>980,000</b>	<b>30,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,640,000</b>
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## **Project: Lewis Road Sewer Extension**

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Complete the following questions.

### **Project scope.**

**Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?**

The project involves constructing a pipeline along Lewis Road and connecting the homes and businesses in that area to the Landings Wastewater Treatment Plant. Although the project is not currently under a mandate to be constructed, it is consistent with the goal of reducing nutrients to the Coastal Bays.

### **County benefit.**

**How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?**

The primary benefit of this project is the reduction in nutrient discharges to the Coastal Bays Watershed. If this project is not completed, there is no potential for future growth along Lewis Road. It is expected that the project will be funded by outside sources. If no federal/state funding is awarded, the project will not be affordable.

### **Cost estimate.**

**How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?**

Estimate was completed as a part of the currently ongoing preliminary Engineering Report. That report developed the scope of the project, cost estimates and potential funding sources.

**CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?**

This project was identified as the top priority project for 2017/2018 by the County Commissioners. Timing of the project will depend on available funding.

### **Urgency.**

**Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?**

This project was identified as the top priority project for 2017/2018 by the County Commissioners.



# Project: Ocean Pines Service Area Upgrades

Dept Head, Title & Phone John H. Tustin, P.E., Director of Public Works 410-632-5623

**Project Summary:** Improvements in the Ocean Pines Service Area Includes:

- Replacing the Belt Press at the Ocean Pines WWTP
- Construction of a new operations center
- Paint the North Water Tower
- Rehabilitation of Treatment Unit 3
- Pump Station Upgrades
- Service Tubing Replacement

**Purpose:** The project is proposed to replacing an aging pieces of equipment, improve operator space and upgrade aging infrastructure.

**Location:** Ocean Pines Service Area

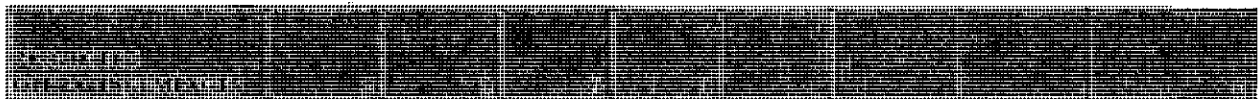
**Impacts on General Fund Operating, Personnel or Maintenance:** The project has no impact on the general fund, operating, personnel of maintenance expenses

	FY 20	FY 21	FY 22	FY 23	FY 24	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design	200,000	300,000	200,000					700,000
Land Acquisition								0
Site Work	100,000							100,000
Construction	600,000	1,000,000	550,000					2,150,000
Equipment/Furnishings		50,000						50,000
Other								0
<b>EXPENDITURES</b>								

<b>TOTAL</b>	900,000	1,350,000	750,000	0	0	0	0	3,000,000
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<b>SOURCES OF FUNDS</b>								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds	900,000	1,350,000	750,000					3,000,000
General Bonds								0
								0
								0

<b>TOTAL</b>	900,000	1,350,000	750,000	0	0	0	0	3,000,000
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## **Project: Ocean Pines Service Area Upgrades**

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Complete the following questions.

### **Project scope.**

**Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?**

The existing belt filter press in Ocean Pines is over 20 years old. It is extremely important to the plant operations that this facility be kept in good working order. Over the past few years, operation and maintenance costs have been significant, indicating that it is nearing the end of its useful life.

The Ocean Pines Wastewater Treatment plant needs to improve the environment for its operating staff. They have no designated space for a meal break, the Chief Plant Operator has no area to keep sensitive salary information and employee reviews. A new operations center has been planned for some time and needs to be constructed.

### **County benefit.**

**How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?**

The primary benefit of this project is to keep the plant functioning properly and having adequate space for the operators to work efficiently.

### **Cost estimate.**

**How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?**

Estimate was completed internally.

**CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?**

The project has been postponed several times and we hope to use the opportunity to obtain funding in concert with the upcoming Showell School Project.

### **Urgency.**

**Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?**

This project needs to be completed before the existing press becomes inoperable.

# Project: Landfill Administration Scale House Renovation & Addition

Dept Head, Title & Phone #: John H. Tustin, P.E., Director of Public Works 410-632-5623

Project Summary: Administration Scale House Renovation and Addition

Purpose: Renovate and add on to the Landfill Administration Office to increase and modernize space to become ADA compliant

Location: Central Landfill

Impacts on General Fund Operating, Personnel or Maintenance: None

	FY 20	FY 21	FY 22	FY 23	FY 24	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design	150,000							150,000
Land Acquisition								0
Site Work								0
Construction	715,000	715,000						1,430,000
Equipment/Furnishings		50,000						50,000
Other								0
<b>EXPENDITURES</b>								

<b>TOTAL</b>	<b>865,000</b>	<b>765,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,630,000</b>
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<b>SOURCES OF FUNDS</b>								
General Fund								0
User Fees	865,000	765,000						1,630,000
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds								0
								0
								0

<b>TOTAL</b>	<b>865,000</b>	<b>765,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,630,000</b>
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<b>PROJECTED OPERATING IMPACTS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
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# **Project: Landfill Administration Scale House Renovation & Addition**

Complete the following questions.

## **Project scope.**

**Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?**

Renovate and construct an addition to the existing scale house/administration office at the landfill.

## **County benefit.**

**How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?**

This project will benefit the landfill administrative employees. The building has not been renovated in over 20 years. It needs updates, additions plus a separation between landfill employees and administrative employees as well as updating the facilities for ADA compliance.

## **Cost estimate.**

**How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?**

The cost estimate based on proposed scope of work and previous building costs.

**CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?**

This is a new project that was added for for FY20 & FY21.

## **Urgency.**

**Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?**

This project is not critical , but it is something that would be good to do if resources are available.

# Project: Showell Elementary Replacement School

Dept Head, Title & Phone #: Vince Tolbert, Chief Financial Officer, Board of Education, 410 632-5063

Project Summary: Showell Elementary Replacement School

Purpose: Demolish existing school and construct replacement school.

Location: 11318 Showell School Road, Berlin, Md. 21811

Impacts on General Fund Operating, Personnel or Maintenance: The Showell Elementary Replacement School will provide more square footage than the existing 52,610 s.f. school. However, with energy efficiency elements included in the design of the replacement school and new building systems requiring minimum maintenance costs, the impact on general funds is not expected to rise significantly.

	FY 20	FY 21	FY 22	FY 23	FY 24	Prior Allocation (FY16-FY19)	Balance to Complete	Total Project Cost
Engineering/Design	186,864	93,446				2,222,651		2,502,961
Land Acquisition								0
Site Work	2,389,062	912,969				912,969		4,215,000
Construction	21,193,978	8,222,153				8,785,328		38,201,459
Equipment/Furnishings	1,953,560	483,632				195,808		2,633,000
Other								0
<b>EXPENDITURES</b>								

<b>TOTAL</b>	<b>25,723,464</b>	<b>9,712,200</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12,116,756</b>	<b>0</b>	<b>47,552,420</b>
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<b>SOURCES OF FUNDS</b>								
General Fund								0
User Fees								0
Grant Funds								0
State Match	4,336,000					4,336,000		8,672,000
State Loan								0
Assigned Funds						2,358,188		2,358,188
Private Donation								0
Enterprise Bonds								0
General Bonds	21,387,464	9,712,200				5,422,568		36,522,232
								0
								0

<b>TOTAL</b>	<b>25,723,464</b>	<b>9,712,200</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12,116,756</b>	<b>0</b>	<b>47,552,420</b>
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<b>PROJECTED OPERATING IMPACTS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>			<b>0</b>
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## **Project: Showell Elementary Replacement School**

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Complete the following questions.

### **Project scope.**

**Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?**

The Showell Elementary School Feasibility Study was completed in April 2014, approved by the Worcester County Board of Education in May 2014 and by the Worcester County Commissioners in August 2014. The Study recommended construction of a replacement school in lieu of renovating the existing school. Current project scope was determined through Conceptual Plan phase of the project completed in August 2016. Schematic Design, Design Development and Construction Documents have been completed. The project bid on June 13, 2018. The bids were approved by the Board of Education in July 2018 and by the County Commissioners and the State of Maryland in August 2018. Construction is scheduled to begin in October 2018.

### **County benefit.**

**How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?**

Completion of the construction project will provide current and future students, faculty and Showell Elementary parents and community with a complete upgrade to the existing 41-year-old facility.

### **Cost estimate.**

**How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?**

Costs are based upon the final construction and project costs approved by the County Commissioners in August 2018.

**CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?**

N/A

### **Urgency.**

**Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?**

Project has been approved by the County Commissioners.

# Project: Stephen Decatur High School - Turf Field

Dept Head, Title & Phone #: Vince Tolbert, Chief Financial Officer Board of Ed, 410 632-5063

**Project Summary:** Install Turf Field - Stephen Decatur High School

**Purpose:** Demolish existing grass athletic field and install new turf surface.

**Location:** 9913 Seahawk Road, Berlin, MD. 21811

**Impacts on General Fund Operating, Personnel or Maintenance:** Installation of the new turf field will eliminate maintenance of the existing grass field and the existing field sprinkler system.

	FY 20	FY 21	FY 22	FY 23	FY 24	Prior Allocation	Balance to Complete	Total Project Cost
(FY 19)								
Engineering/Design	20,000					60,000		80,000
Land Acquisition								0
Site Work	765,000					555,000		1,320,000
Construction								0
Equipment/Furnishings								0
Other								0
<b>EXPENDITURES</b>								
<b>TOTAL</b>	<b>785,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>615,000</b>	<b>0</b>	<b>1,400,000</b>

	FY 20	FY 21	FY 22	FY 23	FY 24	Prior Allocation	Balance to Complete	Total Project Cost
(FY 19)								
General Fund								0
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds	785,000					615,000		1,400,000
								0
								0
<b>TOTAL</b>	<b>785,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>615,000</b>	<b>0</b>	<b>1,400,000</b>

<b>PROJECTED OPERATING IMPACTS</b>	0	0	0	0	0			0
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## **Project: Stephen Decatur High School - Turf Field**

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Complete the following questions.

### **Project scope.**

**Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?**

Installation of the new turf field at Stephen Decatur High School will provide the SDHS students the same athletic surface we have installed at Pocomoke High School (2008) and Snow Hill High School (2014) through renovation projects at those two schools.

### **County benefit.**

**How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?**

Completion of the athletic turf installation project will provide current and future SDHS students the opportunity to utilize their athletic field year round. With the current grass field, SDHS administration limits the use of the field in order to protect and maintain the natural grass. The athletic turf will allow use of the field for team practices, band and unit practice, etc.

### **Cost estimate.**

**How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?**

The cost estimate was developed through analysis of the athletic turf field costs experienced through the bids received for the Snow Hill High School renovation/addition project in 2013 and adding an inflation factor for the five year period between the SHHS bids and the SDHS construction timeline.

**CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?**

The Stephen Decatur High School athletic turf field project was partially funded (\$615,000) by the County Commissioners in the Board of Education FY 2019 Operating Budget. The BOE will request the balance of the \$1,400,000 budget request in the FY 2020 Operating budget.

### **Urgency.**

**Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?**

The existing grass field at Stephen Decatur High School and the field's underground sprinkler system require a constant maintenance effort. Execution of the project also provides turf surfaces at all three of our high schools.



# Project: Stephen Decatur Middle School Addition

Dept Head, Title & Phone #: Vince Tolbert, Chief Financial Officer Board of Ed, 410 632-5063

Project Summary: Addition to Stephen Decatur Middle School

Purpose: Provide additional classrooms to alleviate overcrowding and eliminate nine portable classrooms.

Location: 9815 Seahawk Road, Berlin, MD 21811

Impacts on General Fund Operating, Personnel or Maintenance:

	FY 20	FY 21	FY 22	FY 23	FY 24	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design	131,055	285,941	74,736	49,821				541,553
Land Acquisition								0
Site Work			621,057					621,057
Construction		29,496	4,244,282	3,228,459				7,502,237
Equipment/Furnishings			64,987	475,090				540,077
Other								0
<b>EXPENDITURES</b>								

<b>TOTAL</b>	<b>131,055</b>	<b>315,437</b>	<b>5,005,062</b>	<b>3,753,370</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,204,924</b>
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<b>SOURCES OF FUNDS</b>								
General Fund								0
User Fees								0
Grant Funds								0
State Match			2,418,000					2,418,000
State Loan								0
Assigned Funds	131,055	315,437						446,492
Private Donation								0
Enterprise Bonds								0
General Bonds			2,587,062	3,753,370				6,340,432
								0
								0

<b>TOTAL</b>	<b>131,055</b>	<b>315,437</b>	<b>5,005,062</b>	<b>3,753,370</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,204,924</b>
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<b>PROJECTED OPERATING IMPACTS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>			<b>0</b>
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## **Project: Stephen Decatur Middle School Addition**

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Complete the following questions.

### **Project scope.**

**Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?**

Stephen Decatur Middle School was constructed in 1997. During design of the new school, building systems were provided to allow for a 12-15 classroom addition in anticipation of future population growth in the north end of the county. SDMS currently utilizes nine portable classrooms for instruction. Projected SDMS enrollment projections indicate continued growth from the current 644 students.

### **County benefit.**

**How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?**

Completion of the addition project will provide current and future students and faculty the facilities necessary for high-quality instruction for the SDMS student population and will allow removal of the aging portable classrooms at the SDMS site.

### **Cost estimate.**

**How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?**

Preliminary, pre-design cost estimate was developed by the BOE Facilities Department through school construction cost estimating worksheet developed and updated through five major school construction projects over the past fifteen years, with special emphasis placed on actual construction and project costs realized on the Showell Elementary Replacement School project. There are no concerns with the estimate.

**CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?**

The Stephen Decatur Middle School Addition project request timing has changed since the last County CIP. The roof replacement project at Pocomoke Middle School has been moved ahead of the proposed SDMS Addition project. The approval of the Pocomoke Middle roof project determines the start of the Stephen Decatur Middle School Addition project.

### **Urgency.**

**Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?**

Enrollment projections through 2026 indicate that the SDMS student population will maintain a total of enrolment from 650-690 students. These students will be enrolled in a school with a local-rated capacity of 584 students and a school at which nine portable classrooms are currently being utilized for additional instructional space.

# Project: Pocomoke Middle School - Roof Replacement

Dept Head, Title & Phone #: Vince Tolbert, Chief Financial Officer Board of Ed, 410 632-5063

Project Summary: Replace Roof - Pocomoke Middle School

Purpose: Demolish existing and install 87,600 square feet of new roof.

Location: 800 Eighth Street, Pocomoke, MD. 21851

Impacts on General Fund Operating, Personnel or Maintenance: Ongoing maintenance has escalated over the past few years as the existing roof continues to deteriorate and the Maintenance Department must address alligating, blistering, exposed felt and expansion joint and counter flashing concerns.

	FY 20	FY 21	FY 22	FY 23	FY 24	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design	117,000		6,000					123,000
Land Acquisition								0
Site Work								0
Construction			2,526,000					2,526,000
Equipment/Furnishings								0
Other								0
<b>EXPENDITURES</b>								

<b>TOTAL</b>	117,000	0	2,532,000	0	0	0	0	2,649,000
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<b>SOURCES OF FUNDS</b>								
General Fund								0
User Fees								0
Grant Funds								0
State Match			1,232,000					1,232,000
State Loan								0
Assigned Funds	117,000							117,000
Private Donation								0
Enterprise Bonds								0
General Bonds			1,300,000					1,300,000
								0
								0

<b>TOTAL</b>	117,000	0	2,532,000	0	0	0	0	2,649,000
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<b>PROJECTED OPERATING IMPACTS</b>	0	0	0	0	0			0
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## **Project: Pocomoke Middle School - Roof Replacement**

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Complete the following questions.

### **Project scope.**

**Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?**

Ongoing roof inspections by an independent roofing contractor have resulted in prioritization of the replacement of the Pocomoke Middle School roof. The deteriorating condition of the Pocomoke Middle roof has also been documented by the State of Maryland Public School Construction Program (PSCP) inspectors.

### **County benefit.**

**How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?**

Completion of the roof replacement project will provide current and future students and staff with a sound roof structure and will eliminate roof leaks encountered at the school.

### **Cost estimate.**

**How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?**

Current working construction and project cost estimates were developed based upon bids received from roof contractors for the Snow Hill High and Pocomoke High renovation/addition projects and through discussion with roof manufacturer regarding current and projected roof replacement square foot costs. There are no concerns with the estimate.

**CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?**

The Pocomoke Middle School roof replacement project request has been moved ahead of a request for an addition to Stephen Decatur Middle School (from previous Board of Education and County Capital Improvement Programs). Funding approval for the Pocomoke Middle School project will determine the start of the following major construction project, the addition to Stephen Decatur Middle School.

### **Urgency.**

**Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?**

As stated above, the Pocomoke Middle School roof continues to deteriorate over time. The project is the Board of Education's number one roof replacement priority as deficiencies with the roof system must be addressed in the near term.

# Project: Snow Hill Middle/Cedar Chapel School - Roof Replacement

Dept Head, Title & Phone #: Vince Tolhert, Chief Financial Officer Board of Ed, 410 632-5063

**Project Summary:** Replace Roof - Snow Hill Middle School / Cedar Chapel Special School

**Purpose:** Demolish existing and install 107,175 square feet of new roof.

**Location:** 522/510 Coulbourne Lane, Snow Hill, MD. 21863

**Impacts on General Fund Operating, Personnel or Maintenance:** Ongoing maintenance has escalated over the past few years as the existing roof continues to deteriorate and the Maintenance Department must address alligating, blistering, exposed felt and expansion joint and counter flashing concerns.

	FY 20	FY 21	FY 22	FY 23	FY 24	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design			153,000	10,000				163,000
Land Acquisition								0
Site Work								0
Construction				1,621,000	1,722,000			3,343,000
Equipment/Furnishings								0
Other								0
<b>EXPENDITURES</b>								
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>153,000</b>	<b>1,631,000</b>	<b>1,722,000</b>	<b>0</b>	<b>0</b>	<b>3,506,000</b>
<b>SOURCES OF FUNDS</b>								
General Fund			153,000					153,000
User Fees								0
Grant Funds								0
State Match				1,631,000				1,631,000
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds					1,722,000			1,722,000
								0
								0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>153,000</b>	<b>1,631,000</b>	<b>1,722,000</b>	<b>0</b>	<b>0</b>	<b>3,506,000</b>
<b>PROJECTED OPERATING IMPACTS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>			<b>0</b>

## **Project: Snow Hill Middle/Cedar Chapel School - Roof Replacement**

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Complete the following questions.

### **Project scope.**

**Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?**

Ongoing roof inspections by an independent roofing contractor have resulted in prioritization of the replacement of the Snow Hill Middle School and Cedar Chapel Special School roofs. The deteriorating condition of the roofs has also been documented by the State of Maryland Public School Construction Program (PSCP) inspectors.

### **County benefit.**

**How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?**

Completion of the roof replacement project will provide current and future students and staff with a sound roof structure and will eliminate roof leaks encountered at the school.

### **Cost estimate.**

**How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?**

Current working construction and project cost estimates were developed based upon bids received from roof contractors for the Snow Hill High and Pocomoke High renovation/addition projects and through discussion with roof manufacturer regarding current and projected roof replacement square foot costs. There are no concerns with the estimate.

**CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?**

The Snow Hill Middle/Cedar Chapel Special School roof replacement project request timing is consistent with previous Board of Education and County Capital Improvement Programs. Funding approval for this project will determine the start of the following major construction project, a roof replacement project at Pocomoke Elementary School.

### **Urgency.**

**Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?**

As stated above, the Snow Hill Middle School and Cedar Chapel Special School roofs continues to deteriorate over time. The project is the second in a series of three major roof replacement projects (PMS, SHMS/CCSS and PES).

# Project: Pocomoke Elementary School - Roof Replacement

Dept Head, Title & Phone #: Vince Tolbert, Chief Financial Officer Board of Ed, 410 632-5063

**Project Summary:** Replace Roof - Pocomoke Elementary School

**Purpose:** Demolish existing and install 52,512 square feet of new roof.

**Location:** 2119 Pocomoke Beltway, Pocomoke, MD. 21863

**Impacts on General Fund Operating, Personnel or Maintenance:** Ongoing maintenance has escalated over the past few years as the existing roof continues to deteriorate and the Maintenance Department must address alligatoring, blistering, exposed felt and expansion joint and counter flashing concerns.

	FY 20	FY 21	FY 22	FY 23	FY 24	Prior Allocation	Balance to Complete	Total Project Cost
(FY 25)								
Engineering/Design				77,000	6,000			83,000
Land Acquisition								0
Site Work								0
Construction					825,000		879,000	1,704,000
Equipment/Furnishings								0
Other								0
<b>EXPENDITURES</b>								

<b>TOTAL</b>	0	0	0	77,000	831,000	0	879,000	1,787,000
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	FY 20	FY 21	FY 22	FY 23	FY 24	Prior Allocation	Balance to Complete	Total Project Cost
(FY 25)								
<b>SOURCES OF FUNDS</b>								
General Fund				77,000				77,000
User Fees								0
Grant Funds								0
State Match					831,000			831,000
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds							879,000	879,000
								0
								0

<b>TOTAL</b>	0	0	0	77,000	831,000	0	879,000	1,787,000
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<b>PROJECTED OPERATING IMPACTS</b>	0	0	0	0	0			0
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## **Project: Pocomoke Elementary School - Roof Replacement**

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Complete the following questions.

### **Project scope.**

**Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?**

Ongoing roof inspections by an independent roofing contractor have resulted in prioritization of the replacement of the Pocomoke Elementary School roof. The deteriorating condition of the roof has also been documented by the State of Maryland Public School Construction Program (PSCP) inspectors.

### **County benefit.**

**How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?**

Completion of the roof replacement project will provide current and future students and staff with a sound roof structure and will eliminate roof leaks encountered at the school.

### **Cost estimate.**

**How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?**

Current working construction and project cost estimates were developed based upon bids received from roof contractors for the Snow Hill High and Pocomoke High renovation/addition projects and through discussion with roof manufacturer regarding current and projected roof replacement square foot costs. There are no concerns with the estimate.

**CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?**

The Pocomoke Elementary School roof replacement project request timing is consistent with previous Board of Education and County Capital Improvement Programs. Funding approval for this project will determine the start of the following major construction project, a renovation or replacement school at Buckingham Elementary.

### **Urgency.**

**Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?**

As stated above, the Pocomoke Elementary School roof continues to deteriorate over time. The project is the third in a series of three major roof replacement projects (PMS, SHMS/CCSS and PES).



**Project: Wor-Wic Applied Technology Building**

**Dept Head, Title & Phone #:**

Jennifer Sandt, Wor-Wic Community College, Vice President for Administrative Services, 410-334-2911

**Project Summary:** New academic building

**Purpose:** To house academic programs, offices, classrooms, laboratories, study space, etc.

**Location:** Wor-Wic Community College, 32000 Campus Drive, Salisbury, MD 21804

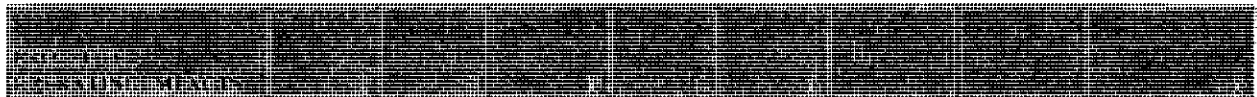
**Impacts on General Fund Operating, Personnel or Maintenance:** NA

	FY 20	FY 21	FY 22	FY 23	FY 24	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design		197,492						197,492
Land Acquisition								0
Site Work								0
Construction			2,279,610					2,279,610
Equipment/Furnishings				89,975				89,975
Other								0
<b>EXPENDITURES</b>								

<b>TOTAL</b>	0	197,492	2,279,610	89,975	0	0	0	2,567,077
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<b>SOURCES OF FUNDS</b>								
General Fund		197,492						197,492
User Fees								0
Grant Funds								0
State Match								0
State Loan								0
Assigned Funds								0
Private Donation								0
Enterprise Bonds								0
General Bonds			2,279,610	89,975				2,369,585
								0
								0

<b>TOTAL</b>	0	197,492	2,279,610	89,975	0	0	0	2,567,077
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**Project:           Wor-Wic Applied Technology Building**

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Complete the following questions.

**Project scope.**

**Provide the detail available on the project scope. How was the scope determined? Is there any historical information critical to the understanding of scope development? Is this is mandated by Federal Law?**

The Wor-Wic campus facilities team is currently in the preliminary planning stages of developing the scope of this project. A master plan consultant was hired in July 2018 and is assisting with the process.

**County benefit.**

**How do the citizens and the County benefit from the project? Does it benefit the County in general or is the benefit targeted to a smaller area or population? Are there consequences for not doing this project? If the project is delayed or not funded, what would be the negative impact?**

Citizens attend courses at Wor-Wic.

**Cost estimate.**

**How was the cost estimate developed? Was there a scope study? Is it an engineers estimate? Is it a square foot estimate? Is it based on similar projects? Give us the back up information. Is the estimate your "best guess", please tell us. Are there any concerns with your estimate?**

The estimate for the building was provided by a construction management company. The State pays for 75% of approved capital projects for Wor-Wic. Wicomico and Worcester Counties share the remaining 25% of the cost.

**CIP Timing. If you are requesting a change, please tell us why. New projects should typically be added to the last year of the CIP. If you are requesting a new project earlier, tell us why. Requesting a change in timing - tell us why. Is the timing of the project related to any other CIP project? Does it need to be completed before or at the same time as another project? Does another project need to be completed before this project?**

NA

**Urgency.**

**Help us to understand the relative urgency of the project. Is it critical? Does it need to be done and done now? Is the project necessary, but not as time critical? Does it need to be done, but will a delay of some years have a significant impact? Is the project something that would be good to do if the resources are available, but has no significant consequences if it isn't funded?**

The college has qualified for a new building for quite some time. The State space allocation guidelines base space needs on enrollment and projected future enrollment.



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DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863  
TEL: 410-632-1200 / FAX: 410-632-3008  
[www.co.worcester.md.us/drpd/index.htm](http://www.co.worcester.md.us/drpd/index.htm)

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION

## MEMORANDUM

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** William Bradshaw, P.E., County Engineer *WJB*  
Donna Bounds, Warden  
**DATE:** October 16, 2018  
**SUBJECT:** Worcester County Jail Building Improvements and Repairs  
Recommendation to Award Contractor Services

### Background

Construction of the Worcester County Jail facility began in 1980. The original facility was approximately 47,000 square feet (sf) and included housing units, kitchen, offices and ancillary systems to support the building. Subsequent to the original construction, alterations and additions were as follows:

- 1984 – Air Conditioning was added to the original processing area.
- 1988 - Housing units of approximately 11,900 sf were added.
- 1998 – Work release housing (11,000 sf) was added to the facility.
- 2008 – Addition of new housing units, common areas, medical facilities and supporting facilities in the amount of 64,500 sf.

The building utilities (heat, hot water and electric) infrastructure is supplied by two separate systems. The original 1980 building and additions in 1988 and 1998 are supplied by the original mechanical/electric facilities while the 2008 addition included separate mechanical/electric

Subject: Worcester County Jail Building Improvements and Repairs Recommendation to Award Contractor Services

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facilities and associated equipment. These separate facilities are located on opposite sides of the combined facility.

The boilers supplying the original building (1980, 1988, 1998 facilities) failed and were replaced during the summer 2011. The original water heater was also replaced in 2011. Subsequent to the boiler failure and replacement, the County hired Gipe Engineering to provide a facility planning study to include replacement of HVAC, electrical and other building systems. This study was complete in 2013 and noted that the majority of the original 1980's equipment was 33 years old at that time and at the end of its useful service life. The study report generally recommended replacement of mechanical and electric equipment and also included provisions for the addition of air conditioning equipment for the facility. The basic philosophy for air conditioning at the facility is to condition common work areas (offices, hallways, meeting rooms, worker areas, and public areas). The housing units are heated and ventilated and not air conditioned.

Since the Gipe Study report was developed and the resultant Capital Improvement Plan submitted (and escalated based on year), there have been equipment failures of the 1980's vintage equipment including heating and ventilating units for both the kitchen, gymnasium and processing area. The kitchen and gymnasium equipment was repaired to maintain operation but the bulk of the equipment remains original. The processing area HVAC equipment is not in service and use of the area is currently minimized.

### Bidding Work scope and Results

Subsequent to the equipment failures, the County hired Gipe Engineering in 2017 to review the building failures and critical systems and recommend a plan to improve reliability and mitigate future failures. The result is a phased improvement plan. Phase 1 is designed to replace failed equipment, upgrade critical systems, provide redundancy in water heating and provide improved work areas for staff. The phase 1 recommendations follow the building philosophy of heating, ventilating and cooling work and common areas. Detailed designs and specifications are developed and include the following:

Base scope of work:

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- Replacement of kitchen ventilation and exhaust systems including heated and conditioned make-up air to improve the work conditions. This system is similar to those currently installed in schools. The equipment does include energy savings features and is estimated to increase electric cost.
- Replacement of main incoming electrical switchgear and associated equipment.
- Replacement of the generator and increasing size to provide backup power to the kitchen. The generator will be relocated outside of the mechanical/electrical room.
- Add a second water heater for the kitchen and original facility.
- Replace the gymnasium heating and ventilating equipment.
- Add a 500 square foot building addition to the existing mechanical/electrical room to accommodate replacement electrical switchgear and additional water heater.
- Replacement of broken HVAC equipment in the processing area.
- Replacement of building corridor HVAC equipment in select locations.
- Install HVAC equipment in work areas including the chapel, barbershop, maintenance shop, classification office and IT closet.

During design and scope development, bid alternates were included for consideration as follows:

#### Bid Alternates

- Option to add air conditioning to the gymnasium. Includes energy recover systems and controls and will increase the annual operational cost.
- The addition of heating and ventilating make-up air supply equipment for the laundry.
- Additional warranty period from 1 to 2 years.
- System Controls provided by Modern Controls (same as on other County buildings).
- Provide ruggedized PVC jacketing on exposed pipes and ducts.
- Provide high performance equipment to allow power company rebates.

Detailed designs and specifications for the phase 1 work were released for competitive bidding on September 4, 2018. Pre-bid meetings were held and bids were received on October 9, 2018. The bid tabulation including alternates is as follows:

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WC Jail Phase 1 Bid Proposals

Bidder	Base Bid	Alt 1 Gym cooling	Alt 2 Laundry H&V	Alt 3 2 Yr Warranty	Alt 4 ATC Modern Ctrl	Alt 5 PVC Jacketing	Alt 6 High Eff. Perf.
BancroftConstruction - Wilmington, DE	\$ 2,970,000	\$ 75,000	\$ 105,000	\$ 27,000	0.00	\$ 7,000	\$ -
Whiting Turner - Salisbury, MD	\$ 3,346,500	\$ 80,540	\$ 84,200	\$ 31,785	0.00	\$ 7,260	no bid
Denver-Elek - Baltimore, MD	\$ 3,400,000	\$ 68,000	\$ 86,800	\$ 26,400	0.00	\$ 87,750	\$ 25,200

These bids have been reviewed by Gipe Engineering. All bids were above the planned assigned fund balance allocation. Also, there is a large spread between the low bidder and the next higher bidder in the amount of \$375,000. Gipe suggests that the local market demand is driving the cost of work. Local construction costs show an increasing trend on the majority of large projects. Gipe has worked with Bancroft (and the listed major subcontractors) on other jobs and found that they are a competent and reputable company (Gipe recommendation Letter attached). Worcester County has not worked with Bancroft Construction. The work generally includes fourteen subcontractors of which at least seven have worked for Worcester County with good results. The mechanical sub-contractor was the mechanical contractor for the original facility.

Funding and Recommendation

Funding for this scope of work is presently designated from assigned fund balance in the amount of \$2.7 million. There is also a current capital funding request for \$12.7 million based on the original Gipe study report and for facility improvements including escalation. The new bid costs for phase 1 should be used to update the capital funding request estimate. Based on the new bid results and associated estimates the phase 1 costs for this project are listed below.

Phase 1 Jail Improvement Estimate	
Prime Contractor with Options	\$ 3,052,000
Engineering (Gipe Contracted)	\$ 283,000
Rental Kitchen (Rental Solutions)	\$ 22,000
Rental Fence and Equipment	\$ 4,500
Professional Services (Estimated)	\$ 10,000
Commissioning (Gipe proposal)	\$ 16,000
Electric Equipment Repairs	\$ 2,500
Security Camera Relocations (Ak)	\$ 4,000
Subtotal	\$ 3,394,000
Owners Contingency (3%)	\$ 101,820
<b>TOTAL</b>	<b>\$ 3,495,820</b>

In order to implement the phase 1 facility improvements to improve reliability and mitigate additional failures, it is recommended to proceed with Bancroft Construction's proposal. Gipe Engineering has good experience with Bancroft and the major subcontractors. The bids did not include direct subcontractor costs to evaluate. Scope reviews were completed with each contractor to identify gaps and none were identified. It is recommended to include bid Alternate 1 Gym Cooling at a cost of \$75,000. Jail Staff recommends this area cooling to improve use conditions and also to serve as an area which may be used during heat events. In addition, alternates 4 for Modern Controls and 6 for High Efficiency equipment should be included at no additional costs. Also, to be consistent with the existing facility and to protect insulation alternate 5 PVC jacketing is recommended. If approved, a contract may be initiated with Bancroft Construction in the amount of \$3,052,000 and the work completed in 2019.

Also if approved, a temporary kitchen will need to be rented and setup to support the outage required for the existing kitchen. Jail staff has worked directly with Rental Solutions to select the necessary equipment to support the kitchen outage. The proposal attached in the amount of \$21,528 is requested to be approved.

In order to fully integrate and complete the phased installation of the equipment it is recommended to include detailed commissioning of equipment. This service has been successful on other county projects and resulted in improved equipment operation. This service would be provided by Gipe Engineering in the amount of \$16,000. The proposal is attached and approval is requested.

Subject: Worcester County Jail Building Improvements and Repairs Recommendation to Award Contractor Services

Page: 6

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If there are questions, please let us know. We will be available to discuss as necessary with you and the County Commissioners at your convenience.

Attachments:

Bancroft Construction Bid Received 10/9/18

Whiting Turner Bid Received 10/9/18

Denver-Elek Bid Received 10/9/18

Gipe Engineering Bid Recommendation and Tabulation

Rental Solutions – Temporary Kitchen Proposals

Commissioning Services – Gipe Engineering Services Proposal



**SECTION 004100: BID FORM**

GENERAL CONSTRUCTION CONTRACT

Date:

PROJECT IDENTIFICATION: WORCESTER CO. DETENTION CENTER HVAC RENOVATION  
SNOW HILL, WORCESTER COUNTY, MARYLAND

BID TO: COUNTY COMMISSIONERS OF WORCESTER COUNTY, MD

BID FROM: Bancroft Construction Company  
1300 Grant Avenue, Suite 101  
Wilmington, DE 19806

1. The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with OWNER, on the form included in the Bidding Documents, to perform and furnish and Work as specified or indicated in the Bidding Documents, for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening;
  - b. The Owner has the right to reject this Bid;
  - c. BIDDER accepts the provisions of the Instructions and Supplementary Instructions to Bidders regarding disposition of Bid Security;
  - d. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award;
  - e. BIDDER has examined copies of all the Bidding Documents;
  - f. BIDDER has visited the site and become familiar with the general, local, and site conditions;
  - g. BIDDER is familiar with federal, state, and local laws and regulations;
  - h. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and additional examinations, investigations, explorations, tests, studies, and data with the Bidding documents;
  - i. The Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm, or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization, or corporation. BIDDER has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid: BIDDER has not solicited or induced a person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself an advantage over another BIDDER or over OWNER.
  - j. BIDDER has received the following Addenda receipt of which is hereby acknowledged:  
Addendum No. 1 Dated 10/1/18 Addendum No. 2 Dated 10/5/18

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

- 3. The amount of stated allowances shall be included in the Bidder's stated stipulated lump sum bid price.
- 4. Delivery Time: BIDDER will indicate in weeks the delivery time from an approved submittal for Rooftop Units: 11 weeks."
- 5. Delivery Time: BIDDER will indicate in weeks the delivery time from an approved submittal for Generator: 16 weeks."

6. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):  
 STIPULATED-SUM BID PRICE (also known as Base Bid) Two Million Nine Hundred Seventy Thousand  
(\$ 2,970,000 ) (use words) Dollars  
 (figures)

The Bidder proposes the following Alternate prices for modifications of the work covered by the Base Bid and as set forth in the Bid Documents (General Requirements, Division 01, Section 012300 Alternates). Each Alternate may be accepted or rejected at the time of Award of Contract (use words and figures).

ALTERNATES

Alternate No. 1: AHU-4 Cooling System

Add Seventy Five Thousand Dollars (\$ 75,000.00 )  
 (in words) (in numerals)

Alternate No. 2: H&V Unit #1

Add One Hundred Five Thousand Dollars (\$ 105,000.00 )  
 (in words) (in numerals)

Alternate No. 3: Two Year Warranty

Add Twenty Seven Thousand Dollars (\$ 27,000.00 )  
 (in words) (in numerals)

Alternate No. 4: ATC System by Modern Controls

Add Zero Dollars (\$ 0.00 )  
 (in words) (in numerals)

Alternate No. 5: PVC Jacketing

Add Seven Thousand Dollars (\$ 7,000.00 )  
 (in words) (in numerals)



My commission expires: May 15, 2019, \_\_\_\_\_.

END OF SECTION

**SECTION 004350: SUBCONTRACTOR'S/MANUFACTURER'S LISTING FORM**

If awarded this contract, we, Bancroft Construction Company, (name of bidder) will award subcontracts to the following subcontractors. Where we intend to perform the work with our own forces, our name is listed as subcontractor. This form is to be submitted to the same location as the bid, no later than one hour after time of receipt of Bids.

Site Work	Name: <u>Kent Construction</u>
	Address: <u>Smyrna, DE</u>
Concrete	Name: <u>Richard D. Whaley Construction</u>
	Address: <u>Millshoie DE</u>
Structural Steel Fabrication	Name: <u>Summit Steel</u>
	Address: <u>New Castle, DE</u>
Roofing	Name: <u>Tecta-America</u>
	Address: <u>Fruitland MD</u>
Testing/Balancing	Name: <u>Butler Balancing</u>
	Address: <u>Thorsby</u>
Mechanical	Name: <u>Joseph T. Richardson</u>
	Address: <u>Harrington DE</u>
Base Bid Automatic Temperature Control Contractors	Name: <u>Modern Controls</u>
	Address: <u>New Castle DE</u>
Fire Protection/Sprinkler System	Name: <u>Bayside Fire Protection Company</u>
	Address: <u>Salisbury MD</u>

Electrical

Name: Lywood Electric

Address: Federicksburg MD

Fire Alarm System

Name: Simplex Grinnell

Address: New Castle DE

Mechanical Insulation Contractor

Name: A.M. Insulation

Address: Solihby MD

Rooftop Unit Manufacturer

Name: Trane

Address: New Castle DE

Kitchen Ventilation Unit Manufacturer

Name: Trane

Address: New Castle DE

10/9/18  
(date)

Bancroft Construction Company

Firm Name



Signature

Michael Petka, Vice President Preconstruction

END OF SECTION

**SECTION 004100: BID FORM**

**GENERAL CONSTRUCTION CONTRACT**

Date:

PROJECT IDENTIFICATION: WORCESTER CO. DETENTION CENTER HVAC RENOVATION  
SNOW HILL, WORCESTER COUNTY, MARYLAND

BID TO: COUNTY COMMISSIONERS OF WORCESTER COUNTY, MD

BID FROM: The Whiting-Turner Contracting Company  
100 West Main Street  
Salisbury, MD 21801

1. The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with OWNER, on the form included in the Bidding Documents, to perform and furnish and Work as specified or indicated in the Bidding Documents, for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening;
  - b. The Owner has the right to reject this Bid;
  - c. BIDDER accepts the provisions of the Instructions and Supplementary Instructions to Bidders regarding disposition of Bid Security;
  - d. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award;
  - e. BIDDER has examined copies of all the Bidding Documents;
  - f. BIDDER has visited the site and become familiar with the general, local, and site conditions;
  - g. BIDDER is familiar with federal, state, and local laws and regulations;
  - h. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and additional examinations, investigations, explorations, tests, studies, and data with the Bidding documents;
  - i. The Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm, or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization, or corporation. BIDDER has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; BIDDER has not solicited or induced a person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself an advantage over another BIDDER or over OWNER.
  - j. BIDDER has received the following Addenda receipt of which is hereby acknowledged:  
Addendum No. 1 Dated 10/1/18 Addendum No. 2 Dated 10/5/18

Addendum No. N/A Dated N/A Addendum No. N/A Dated  
Addendum No. N/A Dated N/A Addendum No. N/A Dated

- 3. The amount of stated allowances shall be included in the Bidder's stated stipulated lump sum bid price.
- 4. Delivery Time: BIDDER will indicate in weeks the delivery time from an approved submittal for Rooftop Units: 14 weeks."
- 5. Delivery Time: BIDDER will indicate in weeks the delivery time from an approved submittal for Generator: 15 weeks."
- 6. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

STIPULATED-SUM BID PRICE (also known as Base Bid) three million Three Hundred  
(\$ 3,346,500 ) Forty Six thousand (use words)  
Five Hundred

The Bidder proposes the following Alternate prices for modifications of the work covered by the Base Bid and as set forth in the Bid Documents (General Requirements, Division 01, Section 012300 Alternates). Each Alternate may be accepted or rejected at the time of Award of Contract (use words and figures).

ALTERNATES

Alternate No. 1: AHU-4 Cooling System

Add Eighty Thousand Five Dollars (\$ 80,540 )  
 (in words) Hundred Forty (in numerals)

Alternate No. 2: H&V Unit #1

Add Eighty Four Thousand Dollars (\$ 84,200 )  
 (in words) two Hundred (in numerals)

Alternate No. 3: Two Year Warranty

Add Thirty One Thousand Dollars (\$ 31,785 )  
 (in words) seven Hundred  
Eighty Five (in numerals)

Alternate No. 4: ATC System by Modern Controls

Add zero Dollars (\$ 0 )  
 (in words) (in numerals)

Alternate No. 5: PVC Jacketing

Add Seven Thousand two Dollars (\$ 7,260 )  
 (in words) Hundred Sixty (in numerals)



Alternate No 6: High Efficiency Unit to Meet Delmarva Power Energy Saving Program

Add Manufacturers unable to Dollars (\$ NA )  
(in words) meet efficiencies listed (in numerals)

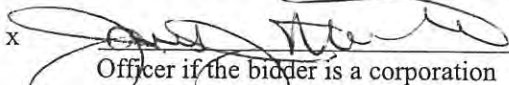
- 7. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 8. The Owner shall retain the sum of three hundred dollars (\$300.00) liquidated damages for the kitchen phase only. Liquidated damages for the rest of the project shall be assessed at \$100.00 per day.
- 9. The following documents are attached to and made a condition of this Bid:
  - (a) AIA A-310 Bid Bond
  - (b) AIA A-305 Contractors Qualification Statement, if requested by Engineer
  - (c) 004350 Subcontractor's/Manufacturer's Listing Form
  - (d) 004500 Affidavit of Qualification to Bid
  - (e) 004600 Affidavit I Non-Collusion Certificate
  - (f) 004700 Affidavit II Disclosure of Interest by Persons Doing Business with COUNTY COMMISSIONERS OF WORCESTER COUNTY

James J. Martini, being first duly sworn deposes and says that he is an officer in the building construction organization known as The Whiting-Turner Contracting Company, and the party making a certain proposal or bid dated October 9, 2018, 2018, to COUNTY COMMISSIONERS OF WORCESTER COUNTY and that this bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid prices or the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any bidder, or to secure any advantage against the owner or any other person interested in the proposed contract; and that all statements is said proposal or bid are true.

Signature of:

Bidder if the bidder is an individual

Partner if the bidder is a partnership

 Officer if the bidder is a corporation

Registered Maryland Contractor No.

Subscribed and sworn before me this 9 day of October, 2018.

Notary Public

My commission expires:     May    , 2020 .

END OF SECTION

**SECTION 004350: SUBCONTRACTOR'S/MANUFACTURER'S LISTING FORM**

If awarded this contract, we, The Whiting-Turner Contracting Company, (name of bidder) will award subcontracts to the following subcontractors. Where we intend to perform the work with our own forces, our name is listed as subcontractor. This form is to be submitted to the same location as the bid, no later than one hour after time of receipt of Bids.

Site Work Name: A-Del Construction  
Address: 20139 Lowes Road, Millsboro, DE 19966

Concrete Name: Evans Builders, Inc  
Address: 706 Naylor Mill Road, Salisbury, MD 21801

Structural Steel Fabrication Name: Summit Steel, Inc  
Address: 201 Edwards Ave, New Castle, DE 19720

Roofing Name: Servicemax of Delmarva, LLC  
Address: 309 Truitt St, Salisbury, MD 21804

Testing/Balancing Name: Butler Balancing  
Address: 1657 Bondsville Rd  
Downingtown, PA 19335

Mechanical Name: Joseph M. Zimmer, Inc  
Address: 2225 Northwood Drive  
Salisbury, MD 21801

Base Bid Automatic Temperature Control Contractors Name: Modern Controls, Inc  
Address: New Castle, DE

Fire Protection/Sprinkler System Name: Bayside Fire Protection  
Address: 707 Eastern Shore Drive, Salisbury, MD 21804

Electrical

Name: Lywood Electric, Inc

Address: 301 Bloomingdale Ave, Federalsburg, MD 21632

Fire Alarm System

Name: Simplex Grinnell

Address: 17 McCullough Dr. New Castle, DE 19720

Mechanical Insulation Contractor

Name: A & M Insulation

Address: 2021 Shipley Drive Salisbury, MD 21801

Rooftop Unit Manufacturer

Name: York

Address: Wilmington, DE


Kitchen Ventilation Unit Manufacturer

Name: York

Address: Wilmington, DE

10/9/18  
(date)

The Whiting-Turner Contracting Company  
Firm Name

  
Signature

END OF SECTION

**SECTION 004100: BID FORM**

**GENERAL CONSTRUCTION CONTRACT**

Date: 10/09/18

PROJECT IDENTIFICATION: WORCESTER CO. DETENTION CENTER HVAC RENOVATION  
SNOW HILL, WORCESTER COUNTY, MARYLAND

BID TO: **COUNTY COMMISSIONERS OF WORCESTER COUNTY, MD**

BID FROM: Denver-Elek, Inc.  
8860 Kelso Dr.  
Essex, MD 21221

1. The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with OWNER, on the form included in the Bidding Documents, to perform and furnish and Work as specified or indicated in the Bidding Documents, for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
  
2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening;
  - b. The Owner has the right to reject this Bid;
  - c. BIDDER accepts the provisions of the Instructions and Supplementary Instructions to Bidders regarding disposition of Bid Security;
  - d. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award;
  - e. BIDDER has examined copies of all the Bidding Documents;
  - f. BIDDER has visited the site and become familiar with the general, local, and site conditions;
  - g. BIDDER is familiar with federal, state, and local laws and regulations;
  - h. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and additional examinations, investigations, explorations, tests, studies, and data with the Bidding documents;
  - i. The Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm, or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization, or corporation. BIDDER has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; BIDDER has not solicited or induced a person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself an advantage over another BIDDER or over OWNER.
  - j. BIDDER has received the following Addenda receipt of which is hereby acknowledged:  
Addendum No. 1 Dated 10/01/18 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. 2 Dated 10/05/18 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

- 3. The amount of stated allowances shall be included in the Bidder's stated stipulated lump sum bid price.
- 4. Delivery Time: BIDDER will indicate in weeks the delivery time from an approved submittal for Rooftop Units: 8 weeks."
- 5. Delivery Time: BIDDER will indicate in weeks the delivery time from an approved submittal for Generator: 16 weeks."
- 6. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):  
STIPULATED-SUM BID PRICE (also known as Base Bid) THREE MILLION FOUR HUNDRED THOUSAND (\$ 3,400,000.00 )  
(figures) (use words)

The Bidder proposes the following Alternate prices for modifications of the work covered by the Base Bid and as set forth in the Bid Documents (General Requirements, Division 01, Section 012300 Alternates). Each Alternate may be accepted or rejected at the time of Award of Contract (use words and figures).

ALTERNATES

Alternate No. 1: AHU-4 Cooling System

Add SIXTY-EIGHT THOUSAND Dollars (\$ 68,000.00 )  
(in words) (in numerals)

Alternate No. 2: H&V Unit #1

Add EIGHTY-SIX THOUSAND EIGHT HUNDRED Dollars (\$ 86,800.00 )  
(in words) (in numerals)

Alternate No. 3: Two Year Warranty

Add TWENTY-SIX THOUSAND FOUR HUNDRED Dollars (\$ 26,400.00 )  
(in words) (in numerals)

Alternate No. 4: ATC System by Modern Controls

Add ZERO Dollars (\$ 0.00 )  
(in words) (in numerals)

Alternate No. 5: PVC Jacketing

Add EIGHTY SEVEN THOUSAND SEVEN HUNDRED FIFTY Dollars (\$ 87,750.00 )  
(in words) (in numerals)

Alternate No 6: High Efficiency Unit to Meet Delmarva Power Energy Saving Program

Add Twenty five thousand two hundred Dollars (\$ 25,200.00 )  
(in words) (in numerals)

- 7. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 8. The Owner shall retain the sum of three hundred dollars (\$300.00) liquidated damages for the kitchen phase only. Liquidated damages for the rest of the project shall be assessed at \$100.00 per day.
- 9. The following documents are attached to and made a condition of this Bid:
  - (a) AIA A-310 Bid Bond
  - (b) AIA A-305 Contractors Qualification Statement, if requested by Engineer
  - (c) 004350 Subcontractor's/Manufacturer's Listing Form
  - (d) 004500 Affidavit of Qualification to Bid
  - (e) 004600 Affidavit I Non-Collusion Certificate
  - (f) 004700 Affidavit II Disclosure of Interest by Persons Doing Business with COUNTY COMMISSIONERS OF WORCESTER COUNTY

Charles M. Elek, Jr., being first duly sworn deposes and says that he is an officer in the building construction organization known as Denver-Elek, Inc., and the party making a certain proposal or bid dated 10/09/18, 2018, to COUNTY COMMISSIONERS OF WORCESTER COUNTY and that this bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid prices or the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any bidder, or to secure any advantage against the owner or any other person interested in the proposed contract; and that all statements is said proposal or bid are true.

Signature of:

x Bidder if the bidder is an individual

x Partner if the bidder is a partnership

by Charles M. Elek, Jr., Pres.  
Officer if the bidder is a corporation

Registered Maryland Contractor No. 03315696

Subscribed and sworn before me this 09 day of October, 2018.

x Karen M. Terry  
Notary Public

Karen M. Terry  
Notary Public  
Harford County  
STATE OF MARYLAND  
My Commission Expires: 1/9/21

My commission expires: \_\_\_\_\_, \_\_\_\_\_.

END OF SECTION



**SECTION 004350: SUBCONTRACTOR'S/MANUFACTURER'S LISTING FORM**

PART 1 GENERAL

1.1 DESCRIPTION

- A. Copy of Subcontractor's/Manufacturer's Listing Form is bound herein.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

**SECTION 004350: SUBCONTRACTOR'S/MANUFACTURER'S LISTING FORM**

If awarded this contract, we, Denver-Elek, Inc., (name of bidder) will award subcontracts to the following subcontractors. Where we intend to perform the work with our own forces, our name is listed as subcontractor. This form is to be submitted to the same location as the bid, no later than one hour after time of receipt of Bids.

Site Work Name: \_\_\_\_\_

Address: \_\_\_\_\_

Concrete Name: \_\_\_\_\_

Address: \_\_\_\_\_

Structural Steel Fabrication Name: \_\_\_\_\_

Address: \_\_\_\_\_

Roofing Name: \_\_\_\_\_

Address: \_\_\_\_\_

Testing/Balancing Name: \_\_\_\_\_

Address: \_\_\_\_\_

Mechanical Name: \_\_\_\_\_

Address: \_\_\_\_\_

Base Bid Automatic Temperature Control Contractors Name: \_\_\_\_\_

Address: \_\_\_\_\_

Fire Protection/Sprinkler System Name: \_\_\_\_\_

Address: \_\_\_\_\_

Electrical Name: \_\_\_\_\_

Address: \_\_\_\_\_

Fire Alarm System Name: \_\_\_\_\_

Address: \_\_\_\_\_

Mechanical Insulation Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

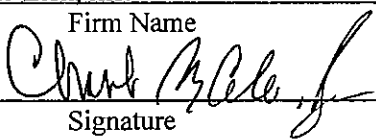
Rooftop Unit Manufacturer Name: \_\_\_\_\_

Address: \_\_\_\_\_

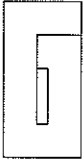
Kitchen Ventilation Unit Manufacturer Name: \_\_\_\_\_

Address: \_\_\_\_\_

10/09/18  
(date)

Denver-Elek, Inc.  
Firm Name  
by:  Pres.  
Signature

END OF SECTION



## Gipe Associates, Inc.

CONSULTING ENGINEERS

W.O.#:17059

October 10, 2018

Bill Bradshaw  
Worcester County Government  
1 W. Market Street, Room 1201  
Snow Hill, MD 21863

Project: Worcester County Detention Center HVAC Renovations  
Reference: Bid Review

Dear Bill:

As you are aware the bids for the above referenced project were received yesterday for the Worcester Detention Center Project. The enclosed Bid Tabulation Form illustrates the bids received. As seen on the enclosed Bid Tabulation Form the low bidder was the Bancroft Construction Company.

Base Bid =\$2,970,000.

Alternates were as follows:

Alternate #1: AHU-4 Cooling =\$75,000  
Alternate #2: H&V Unit #1 = \$105,000  
Alternate #3: Two Year Warranty =\$27,000  
Alternate #4: ATC By Modern = \$0  
Alternate #5: PVC Jacketing = \$7,000  
Alternate #6: High Efficiency Equip = \$0

We have worked with Bancroft Construction Company on previous projects and have found them to be a reputable and competent company. Bancroft Construction Company has included all of the required bid documents. We recommend that Bancroft Construction Company's bid be accepted. Please confirm which alternates you wish to include in the project and we will draft-up the Owner-Contractor Agreement for your review.

Should you have any questions, please call me.

GIPE ASSOCIATES, INC.

David R. Hoffman, P.E., C.P.D., LEED AP  
President

DRH/lks

Enclosures: Bid Tabulation Sheet, Bids and Scope Reviews

1220 East Joppa Road  
Suite 223  
Towson, Maryland 21286  
TEL 410.832.2420  
FAX 410.832.2418

8719 Brooks Drive  
Post Office Box 1147  
Easton, Maryland 21601  
TEL 410.822.8688  
FAX 410.822.6306



**GIPE ASSOCIATES, INC.**  
 CONSULTING ENGINEERS  
 MECHANICAL / ELECTRICAL / PLUMBING

**TABULATION OF BIDS**

Project No.: 17059  
 Project Name: Worcester Co Detention Center HVAC  
 Bid Due Date/Time: 10/9/2018 at 1pm  
 Bids Opened Date/Time: 10/9/2018 at 1pm  
 Bids Opened By: William Bradshaw  
 Bids Tabulated By: Gipe Associates, Inc.

Bidder's Company Name	Bidder's Company Trade	Bid Envelope Sealed	Bid Form Completed & Signed	Acknowledgment of Addenda	Bid Guaranty and Contract Bond	Sub-Contractor Listing	Affidavit to Qualify to Bid	Non-Collusion Certificate	Disclosure of Interest	Time in Weeks for Delivery of Rooftop Units	Time in Weeks for Delivery of Generator	Base Bid Amount	Alternate No.1 - AHU-4 Cooling System	Alternate No.2 - H&V Unit #1	Alternate No.3 - Two Year Warranty	Alternate No.4 - ATC System by Modern Controls	Alternate No.5 - PVC Jacking	Alternate No.6 - High Efficiency Unit to Meet Delmarva Energy Savings Program	Total Bid Value (Including Alternates)
Bancroft Construction Company	G	X	X	X	X	X	X	X	X	11	16	\$ 2,970,000.00	\$ 75,000.00	\$ 105,000.00	\$ 27,000.00	\$ -	\$ 7,000.00	\$ -	\$ 3,184,000.00
Denver Elek	G	X	X	X	X	X	X	X	X	8	16	\$ 3,400,000.00	\$ 68,000.00	\$ 86,800.00	\$ 28,400.00	\$ -	\$ 87,750.00	\$ 25,200.00	\$ 3,694,150.00
Whiting Turner	G	X	X	X	X	X	X	X	X	14	15	\$ 3,346,500.00	\$ 80,540.00	\$ 84,200.00	\$ 31,785.00	\$ -	\$ 7,260.00	n/a	\$ 3,550,285.00
																			\$0.00

NOTES:

# RENTALSolutions

and Events

Remit To: Rental Solutions & Events LLC.  
1830 Liberty Rd.  
Eldersburg, MD 21784  
Phone: 410.552.0940  
Fax: 410.552.0995

**Job Site:**

Worcester County Jail  
5022 Joyner Road  
Snow Hill, MD 21863

## Proposal

**Reservation #:**

Quote Date **9/10/2018**

Set date: **Estimated February/March 2019**

Strike date **TBD**

Event Date: **Two Months (28 Day EA)**

Job Name: **Worcester County Prison 40ft**

P.O. Number:

Requested By: **Donna Bounds**

1st Month Rental & Freight Deposit Due, Net billed monthly in advance

**Customer:** County Commissioners of Worcester  
County Maryland  
1West Market Street - Room 1103  
Snow Hill, MD 21863

Qty	Description of Items	Each Per Month	Total
1	40'x8' Containerized/Mobile Kitchen Diamond Plate Flooring HVAC 14'-21' Exhaust Hood with Suppression System Single Door on End (Solid Door) 8'x7' Open section for optional transition tent Enclosed lighting  3 Basin Sink with Standard Swivel Faucet and drainboards Hand Sink with Faucet Standard Water Heater Grease Interceptor (Customer to clean out as needed) 10' SS Prep Table with Undersheif (2) Double Stack Convection Oven LP 6 Bumer Range with Oven LP 6 Pan Steamer LP 30-40G Tilt Skillet LP (2) Warming/Proofing Cabinet 4' 4 tier Wire racking Supplemental Heat Unit LP 208v 180Amp 866,000BTU LP 2" waste Water Connection 3/4" Fresh Water Connection	\$ 8,000.00	\$ 16,000.00
1	Freight/Setup Round Trip Freight for 40' Container (Backed into place by truck) Labor Setup 2 Days 2 Techs Teardown 1 day 1 tech	One Time	\$ 4,000.00
4	<del>Forklift to help place kitchen and walk-in units</del> *Please note customer has option of providing or renting direct 5K All Terrian Mini Shooting Boom Forklift required	<del>\$ 2,400.00</del>	
4	Banquet Cart_100 Plate 110v 20A	\$ 400.00	\$ 800.00
4	8x10 Walk-in-Cooler 110v 30Amp If RS can use internal equipment can be cheaper	<del>\$ 1,750.00</del>	
4	8x10 Walk-in-Cooler-Or-Freezer 240v 30Amp If RS can use internal equipment can be cheaper	<del>\$ 1,750.00</del>	
4	Freight-For-Coolers	<del>\$ 1,800.00</del>	

**Customer Responsible for:**

Permits, Inspections, Modifications to meet code  
Make all/above utility connections at kitchen unless note.  
Routine maintenance, cleaning unit to delivery condition. RS Charges \$75/hr if cleaning needed  
Suppression System inspected in MD, any additional inspections customer responsible for.  
Security of equipment. RS supply set of keys. Missing keys \$15 each  
Equipment subject to availability at time of receiving signed contract, terms and deposit  
Pricing above for time outlined. Any changes to equipment, timeline will be billed extra  
Any changes, missing equipment, damaged equipment to be billed back to customer

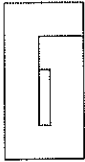
Sub-total	\$ 20,800.00
3.5% Environmental Fee	\$ 728.00
Taxes 8.25%	Exempt
<b>TOTAL DUE</b>	<b>\$ 21,528.00</b>

**READ BEFORE SIGNING:** Rental Solutions and Events, LLC hereby leases to the Customer the Equipment (as defined in the Terms and Conditions) and Customer hereby accepts all Terms and Conditions listed in this rental agreement, including the Terms and Conditions, which the undersigned has read and understands. REMINDERS: (1) Rates do not include fuel or delivery; (2) Customer pays for all time the Equipment is out, including Saturdays, Sundays and Holidays; (3) Customer assumes all risks and is responsible for all damages and other costs, including late charges. Details of the above as well as other obligations and responsibilities are contained in the Terms and Conditions. THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREES WITH THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT, (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.

**Kitchen Terms:** Any schedule changes require 60 days written notice from the renter. Customer is responsible for all utilities and connections by a licensed professional. Customer must also provide gas regulators from gas supply to kitchen connection. Facilities and equipment are priced to meet typical requirements for temporary and portable applications. In the event any city, county, state or other government entity or agency requires changes, testing, certification, or that permanent codes be met, the client will be responsible for all costs incurred to meet these requirements plus 20%. Such costs include, but are not limited to the following: Architectural fees, Engineering fees, and costs related to testing, certifications, modifications and/or changes to the facilities and equipment. Customer responsible for replacement of equipment due to damage through negligence or acts of God, as well as security, upkeep, maintenance, and repairs to the equipment and facility while in their possession. Price does not include GFI circuitry or union labor.

**Customer is responsible for obtaining all permits, insurance, union labor and marking of all underground lines.**

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
CUSTOMER SIGNATURE DATE PRINT NAME Rental Solutions REPRESENTATIVE DATE



**Gipe Associates, Inc.**  
CONSULTING ENGINEERS

W.O.#: 17059  
Easton Office

October 12, 2018

Mr. Bill Bradshaw  
Worcester County Government  
1 W. Market Street, Room 1201  
Snow hill, MD 21863

Project: Worcester County Detention Center HVAC Renovations  
Reference: Commissioning Proposal

Dear Bill:

We are pleased to submit our fee proposal for HVAC Commissioning Services for the above referenced project. The project construction duration is expected to be approximately eight (8) months. The square footage of the new and renovated area is 17,304 ft<sup>2</sup>.

**Base Scope**

The scope of our work would include the commissioning of the following for the recently designed Worcester County Detention Center HVAC project located in Snow Hill, Maryland.

1. Domestic hot water generator.
2. Existing domestic recirc pumps.
3. Existing thermostatic mixing valve.
4. Air Flow Monitoring Stations.
5. Automatic Temperature Control System.
6. Condensate overflow alarms.
7. Condensate pumps.
8. Differential Static Pressure Controllers.
9. Duct detectors.
10. Ductless heat pumps units.
11. Energy recovery ventilators (Including variable frequency drives).
12. Existing dryer (laundry) exhaust fan.
13. Exhaust air systems.
14. Exhaust Fans and ventilation fans.
15. Fans.
16. Freeze protection pumps.
17. H&V units.
18. Hot water systems.
19. HVAC controls and sequences of operation.
20. Kitchen ventilation system.
21. Packaged Rooftop Units.
22. Pumps.
23. Relief Air Fans.
24. Single Zone VAV Units.
25. Split System Condensing Units.

1220 East Joppa Road  
Suite 223  
Towson, Maryland 21286  
TEL 410.832.2420  
FAX 410.832.2418

8719 Brooks Drive  
Post Office Box 1147  
Easton, Maryland 21601  
TEL 410.822.8688  
FAX 410.822.6306

16. Review, recommend pre-approval, and assist with the training provided by the contractors.
17. Review pipe cleaning, flushing, and hydrostatic testing documentation.

The Commissioning Authority (C x A) is not required to:

1. Establish design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. The C x A may assist with problem-solving or resolving non-conformance or deficiencies, but ultimately that responsibility resides with the Construction Manager and the Subcontractors. The C x A will report to the Owner any deficiencies or discrepancies.
2. Provide test instrumentation. All equipment required for testing shall be provided by the Contractor and/or Subcontractors not the CxA.
3. Perform testing and balancing: The test/balance contractor shall assist with field measurements during functional performance testing.

#### Observation and Testing Requirements

Equipment or Systems	Sampling Rate
<b><u>HVAC Systems</u></b>	
Domestic hot water generator.	100%
Existing domestic recirc pumps.	100%
Existing thermostatic mixing valve.	100%
Air Flow Monitoring Stations.	100%
Automatic Temperature Control System.	100%
Condensate overflow alarms.	100%
Condensate pumps.	100%
Differential Static Pressure Controllers.	100%
Duct detectors.	100%
Ductless heat pumps units.	100%
ERVs (Including variable frequency drives).	100%
Existing dryer (laundry) exhaust fan.	100%
Exhaust air systems.	100%
Exhaust Fans and ventilation fans.	100%
Fans.	100%
Freeze protection pumps.	100%
H&V units.	100%
Hot water systems.	100%
HVAC controls and sequences of operation.	100%
Kitchen ventilation system.	100%
Packaged Rooftop Units.	100%
Pumps.	100%
Relief Air Fans.	100%
Single Zone VAV Units.	100%
Split System Condensing Units.	100%
Static Pressure Controls.	100%
Supply air systems.	100%



- Commissioning of building envelope, life safety systems, electrical, or fire protection systems.
- Preliminary studies, reports or feasibility analysis.
- Preparation of record drawings.
- Preparation of operation and maintenance manuals.
- Completion of energy efficiency rebate forms for Utility Companies, or Tax Agencies
- Tax/Utility Rebate Assistance: Gipe Associates basic fee does not include providing assistance in obtaining tax credits or utility rebates. Should assistance in filing for such tax credits and utility rebates be required, then Gipe Associates shall perform the same as additional services per the hourly rates indicated in the agreement.
- Witnessing M/E/P equipment start ups.
- Re-Commissioning of failed Functional Performance Tests (FPT's) beyond the effort listed above.
- Witnessing pipe leak-testing and duct leakage testing.
- Liability for Contractor's installation.
- Liquidated damages for delay of substantial completion due to FPT's not passing.
- Development of Training Plans.
- Witness of Training.
- Off-Season Commissioning.
- Continuous Commissioning.
- Indoor Air Quality Measurements.
- Electrical Commissioning
- Fire Protection System Commissioning

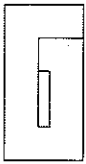
If the above services are required, they would be considered an extra service and would be billed on a flat hourly basis at the following billing rates which include personnel salaries, overhead and profit. In addition, we would be reimbursed for our direct out-of-pocket expenses, plus 10%.

Principals	\$220.00 per hour
Project Manager	\$140.00 per hour
Project Engineers	\$110.00 per hour
Design Engineers	\$ 90.00 per hour
Clerical	\$ 60.00 per hour

This agreement may be terminated by either party after giving thirty days written notice of the intent to terminate to the other party and by payment of the balance due to Gipe Associates, Inc. This balance will be arrived at by an estimate by Gipe Associates, Inc. of the percentage completion of the project at the time of termination plus any reimbursable expense due to termination.

If you are not a corporation and subsequent to the making of this agreement you incorporate your business with or without the knowledge of Gipe Associates, Inc., you agree to be jointly and severally liable to Gipe Associates, Inc. for any indebtedness incurred by or transferred to such corporation. If you are a corporation or partnership and you are not a general partner, your signing this letter warrants that you are duly authorized to do so and you agree to be jointly and severally liable with the corporation or partnership for any indebtedness owing by them to Gipe Associates, Inc.

In the event that your account with Gipe Associates, Inc. becomes delinquent and past due, and Gipe Associates, Inc. engages the services of an attorney to collect the account, then, subject to the applicable law, you and any person jointly and severally liable with you, agree to reimburse to Gipe



**Gipe Associates, Inc.**  
CONSULTING ENGINEERS

W.O.#:17059

October 10, 2018

Bill Bradshaw  
Worcester County Government  
1 W. Market Street, Room 1201  
Snow Hill, MD 21863

Project: Worcester County Detention Center HVAC Renovations  
Reference: Bid Review

Dear Bill:

As you are aware the bids for the above referenced project were received yesterday for the Worcester Detention Center Project. The enclosed Bid Tabulation Form illustrates the bids received. As seen on the enclosed Bid Tabulation Form the low bidder was the Bancroft Construction Company.

Base Bid =\$2,970,000.

Alternates were as follows:

Alternate #1: AHU-4 Cooling =\$75,000  
Alternate #2: H&V Unit #1 = \$105,000  
Alternate #3: Two Year Warranty =\$27,000  
Alternate #4: ATC By Modern = \$0  
Alternate #5: PVC Jacketing = \$7,000  
Alternate #6: High Efficiency Equip = \$0

We have worked with Bancroft Construction Company on previous projects and have found them to be a reputable and competent company. Bancroft Construction Company has included all of the required bid documents. We recommend that Bancroft Construction Company's bid be accepted. Please confirm which alternates you wish to include in the project and we will draft-up the Owner-Contractor Agreement for your review.

Should you have any questions, please call me.

GIPE ASSOCIATES, INC.

David R. Hoffman, P.E., C.P.D., LEED AP  
President

DRH/lks

Enclosures: Bid Tabulation Sheet, Bids and Scope Reviews

1220 East Joppa Road  
Suite 223  
Towson, Maryland 21286  
TEL 410.832.2420  
FAX 410.832.2418

8719 Brooks Drive  
Post Office Box 1147  
Easton, Maryland 21601  
TEL 410.822.8688  
FAX 410.822.6306

## NOTICE TO BIDDERS

### **Worcester County Jail HVAC and Electrical Renovations 5022 Joyner Road, Snow Hill, Worcester County, Maryland**

The County Commissioners of Worcester County Maryland are currently soliciting bids for the Worcester County Jail HVAC and Electrical Renovations project. This project consists of HVAC renovations and supporting electrical renovations to portions of the existing Worcester County Jail. Bid documents, bid packages and proposal forms are available by contacting the County's Engineering Consultant, Gipe Engineering at 8719 Brooks Drive, Easton, Maryland; 410-822-8688; or by emailing a request to [lschultz@gipe.net](mailto:lschultz@gipe.net).

Interested contractors are encouraged to attend a **pre-bid meeting at 10:00 AM on Wednesday, September 19, 2018**, at the Worcester County Jail located at 5022 Joyner Road Snow Hill, MD 21863. **There will also be an opportunity to visit the worksite at 10:00 AM on Tuesday, September 25, 2018.** Please notify William Bradshaw at [bbradshaw@co.worcester.md.us](mailto:bbradshaw@co.worcester.md.us) if you plan to join this second worksite visit. Any subsequent visitation requests will not be granted. **Last day for bid questions shall be September 28, 2018.**

**Sealed bids will be accepted until 1:00 PM on Tuesday, October 9, 2018** in the Office of the County Commissioners, at Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Proposal for Worcester County Jail HVAC/Electrical**" in the lower left-hand corner. After opening, bids will be forwarded to the County Engineer and Engineering Consultant for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the proposal, the Commissioners reserve the right to reject any and all proposals, waive formalities, informalities and technicalities therein, and to take whatever proposal they determine to be in the best interest of the County considering lowest or best proposal, quality of goods and work, time of delivery or completion, responsibility of subcontractors being considered, previous experience of subcontractors with County contracts, or any other factors they deem appropriate. **All inquiries shall be directed in writing before September 28, 2018 to Dave Hoffman at [dhoffman@gipe.net](mailto:dhoffman@gipe.net)**

All Bids shall be Lump Sum Amount, including allowances as scheduled. Each Bid shall be accompanied by a Bid Guaranty, which shall be either by a certified check made payable to the "County Commissioners of Worcester County, Maryland" or a Bond in the form and by a Surety company approved by the County Commissioners of Worcester County, Maryland in the amount of 5% of the Bid amount. All responsive bids shall be held valid for at least 90 calendar days after the Bid Opening Date.

Contractors that intend to submit an aggregate bid may purchase a hardcopy set of drawings and specifications from Gipe Associates, Inc. at the nonrefundable cost of \$150 per set, or an electronic set at the nonrefundable cost of \$50. Checks shall be made payable to "Gipe Associates, Inc." Gipe Associates will be maintaining a bidder's list for review by other bidders, subcontractors and suppliers. Only bidders identified on the list shall receive copies of addenda, clarifications or other bid revisions.

Additional drawings and specifications for contractors, subcontractors or suppliers are available at cost from Gipe Associates, Inc., 8719 Brooks Drive, Easton, MD 21601, (410) 822-8688.

## Attachment 3

1. Bid Specifications
  - a. Cover Page
  - b. Index
  
2. Project Drawings Index and Phasing Plan
  - a. Cover and Index
  - b. Phasing/Staging Plan

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**OF THE PROJECT MANUAL**

**FOR**

**WORCESTER COUNTY DETENTION CENTER HVAC RENOVATION**

**SNOW HILL, MARYLAND**

**BID DOCUMENTS**

**August 27, 2018**

**GIPE ASSOCIATES, INC. PROJECT No. 17059**

The arrangement of the Project Manual has been established based on the MASTERFORMAT (2004) of The Construction SPECIFICATIONS INSTITUTE. The following Table of Contents lists certain Bidding and Contract Documents (including Specification Sections of Division 01 through 33) contained in this Project Manual.

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002100	SUPPLEMENTARY INSTRUCTIONS TO BIDDERS (AIA A310 – Bid Bond)
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004600	AFFIDAVIT I NON-COLLUSION CERTIFICATE
004700	AFFIDAVIT II DISCLOSURE OF INTEREST BY PERSONS DOING BUSINESS WITH WORCESTER COUNTY
004900	BIDDING ADDENDA FORMAT
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005600	CONTRACTOR'S QUALIFICATION STATEMENTS (AIA Document A305 – 1986 Edition)
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(AIA A312 Performance Bond- Payment Bond)

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(AIA G709 Proposal Request - 1993 Edition)  
(AIA G701-Change Order - 2000 Edition)  
(AIA G714 Construction Change Directive – 1987 Edition)
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078413 FIRE PROTECTION, HVAC & PLUMBING PENETRATION FIRESTOPPING  
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**NOTE ATTACHMENT FORMS ARE INDICATED IN PARENTHESIS ( )**

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✓ KH  
9-5-18

Attachment 2

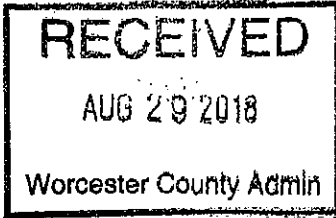
Worcester County Jail Building Improvements and Repairs  
Recommended Bidders List

General Contractors

<b>Willow Construction</b> 400 Maryland Avenue Easton, MD 21601 (410) 822-6000 (410) 820-7392-fax ATTN: Andy Cheezum <a href="mailto:sales@willowconstruction.com">sales@willowconstruction.com</a>	<b>Gillis Gilkerson, Inc.</b> 212 West Main Street Salisbury, MD 21801 (410) 749-4821 (410) 742-7934-fax ATTN: Dwight Miller <a href="mailto:dmiller@gillisgilkerson.com">dmiller@gillisgilkerson.com</a>
<b>Whiting-Turner</b> 100 West Main Street Salisbury, MD 21801 410-808-6428 <a href="mailto:scott.saxman@whiting-turner.com">scott.saxman@whiting-turner.com</a>	<b>Scheibel Construction</b> 115 Prospect Drive Huntingtown, MD 20639 (301) 855-7900 <a href="mailto:RBailey@scheibelconstruction.com">RBailey@scheibelconstruction.com</a>
<b>Harper and Sons, Inc.</b> 9071 Centreville Road Easton, MD 21601 (410) 820-2000 (410) 819-6679-fax ATTN: Benson Harper <a href="mailto:BHarper@Harperandson.com">BHarper@Harperandson.com</a>	<b>Bancroft Construction Company</b> 1300 N. Grant Avenue, Suite 110 Wilmington, DE 19806 (302) 275-5105 <a href="mailto:taugust@bancroftusa.com">taugust@bancroftusa.com</a>
<b>BBCS, Inc, Beauchamp Construction</b> 900 Clarke Avenue Post Office Box 389 Pocomoke City, MD 21851 Phone: 410-957-1100 Fax: 410-957-3030 Email: <a href="mailto:john@bbcs.net">john@bbcs.net</a>	<i>New Address:</i> Gillis Gilkerson 150 West St Suite 200 River Commas Sb31, MD 21881.

Mechanical Contractors

<p><b>Rommel Cranston</b>  ATTN: Henry Lewis  103 E. Main Street  Fruitland, MD 21826  (410) 677-4673  <a href="mailto:HLewis@RommelUSA.com">HLewis@RommelUSA.com</a></p>	<p><b>T.E. Smith &amp; Son, Inc.</b>  ATTN: David Smith  2043 Northwood Drive  Salisbury, MD 21801  (410) 749-4232-phone  (410) 548-5419-fax  <a href="mailto:dave@te-smith.com">dave@te-smith.com</a></p>
<p><b>Wilfre Company</b>  ATTN: Bill Harrison, Jr.  8161 Memory Gardens Lane  Hebron, MD 21830  (410) 749-0496  <a href="mailto:billjr@wilfre.net">billjr@wilfre.net</a></p>	<p><b>Joseph M. Zimmer, Inc.</b>  ATTN: Jeff White  2225 Northwood Drive  Salisbury, MD 21801  (410) 546-5700  <a href="mailto:Jeff.White@jinzinc.com">Jeff.White@jinzinc.com</a></p>
<p><b>Joseph T Richardson Contracting</b>  ATTN: John Dunbar  105 East Center Street  Harrington, Delaware 19952  (302) 398-8101  <a href="mailto:john@jtrmech.net">john@jtrmech.net</a></p>	<p><b>Ralph Degli Obizzi and Sons, Inc.</b>  ATTN: Ralph Degli Obizzi  400 Robinson Lane  P.O. Box 30200  Wilmington, DE 19805  (302) 652-3593  <a href="mailto:ralphjr@degli.com">ralphjr@degli.com</a></p>
<p><b>Worth &amp; Company, Inc.</b>  ATTN: Dave Nieser  19 East Commons Blvd.  New Castle, DE 19720  (302) 221-2674  <a href="mailto:dnieser@worthandcompany.com">dnieser@worthandcompany.com</a></p>	<p><b>Denver Elek</b>  ATTN: Charles Elek  8860 Kelso Drive  Baltimore, MD 21221  (410) 574-8400  <a href="mailto:estimating@denver-elek.com">estimating@denver-elek.com</a></p>



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863  
TEL: 410-632-1200 / FAX: 410-632-3008  
www.co.worcester.md.us/drp/drpindex.htm

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION

MEMORANDUM

**APPROVED**  
Worcester County Commissioners  
Date 14th 9/4/18

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** William Bradshaw, P.E., County Engineer *WBY*  
Donna Bounds, Warden  
**DATE:** August 27, 2018  
**SUBJECT:** Worcester County Jail Building Improvements and Repairs

This memo is a request for approval to proceed with the bidding phase of the Worcester County Jail Building Improvements and Repairs project which primarily includes mechanical HVAC renovations and electrical improvements. These plans and specifications have been prepared in response to equipment failures of the existing 1980's vintage equipment and review of equipment and systems which are most important to the operation of the facility.

As a result of prior work and authorization, Gipe Engineering is providing the detailed design drawings and specifications for the recommended work which includes the following:

- Replacement of kitchen ventilation and exhaust systems including conditioned make-up air.
- Replacement of main incoming electrical switchgear and associated equipment.
- Replacement of the generator and increasing size to provide backup power to the kitchen. Re-locating the generator outside of the mechanical/electrical room.
- Add a second water heater for the kitchen and original facility.
- Add a 500 square foot building addition to the existing mechanical/electrical room to accommodate replacement electrical switchgear.
- Replacement of broken HVAC equipment in the processing area.
- Replacement of building corridor HVAC equipment in select locations.
- Replacement of Gym Heating and Ventilating equipment with an option to add air conditioning.
- Replace Heating and Ventilation equipment in office/work areas including the chapel, barber shop, maintenance shop, classification office, and IT room to include air conditioning.

August 27, 2018

Re.: **Worcester County Jail Building Improvements and Repairs**

Page 2

- As an option, add make-up air equipment to the laundry ventilation system.

If approved, bidding will commence and the attached recommended bidders will be notified of the project with bids due in October. A contractor will then be recommended for approval to begin with material procurement before the 2018 year end with installation to follow during 2019. The construction schedule will be coordinated in phases to work with the facility operation. The kitchen phase will require a portable kitchen (rented by separate contract) operation for the duration of the phased work currently anticipated to be 45 days in duration. Other phases will require internal barricades to segregate construction from facility operations. The current work plan does not include alterations to housing unit facilities.

Project funding has been identified in the assigned fund balance as Jail Building Improvements and Repairs with approximately \$2.4 million remaining. In addition to the contract work there are other project costs including engineering, portable kitchen rental/setup, temporary fencing, and project contingency.

Attached to this memo is additional bid and detail information as follows:

Attachment 1 – Bid advertisement and notification

Attachment 2 – Recommended general and mechanical Contractors

Attachment 3 – Bid specifications index and bid drawings index

Please contact me if there are additional questions.

Attachments:



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

OFFICE OF THE  
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND  
21863-1195

September 21, 2018

**FAXED**  
9/21/18 @ 2:38 pm

TO: *The Daily Times Group and Ocean City Today Group*  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *K.S.*

Please print the attached Notice of Introduction of Bill 18-4 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on October 4, 2018 and October 18, 2018. Thank you.

### NOTICE OF INTRODUCTION OF BILL 18-4 WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 18-4 (Public Safety - Animal Control) was introduced by Commissioners Bertino, Bunting, Church, Elder, Lockfaw, Mitrecic and Purnell on September 18, 2018.

A fair summary of the bill is as follows:

§ PS 2-101(b). (Amends this subsection of the Animal Control Subtitle of the Public Safety Article to include definitions of the terms "Suitable Shelter", "Tethered", "Restraints" and "Unsafe Weather Conditions" as referenced in the Subtitle.)

§ PS 2-101(v). (Adds this new subsection to the Animal Control Subtitle to establish standards for tethering an animal, requiring that such tether must be at least fifteen feet long; prohibiting chain as a restraint; prohibiting certain collars; and requiring a minimum space between the animal's neck and the collar.)

§ PS 2-101(w). (Adds this new subsection to the Animal Control Subtitle to establish standards for suitable shelter of animals if left outdoors and unattended; and requiring that animals be brought inside a home or building during unsafe weather conditions.)

§ PS 2-101(x). (Adds this new subsection to the Animal Control Subtitle to establish that shade must be provided if an animal is to be left outdoors and unattended and the forecasted weather is 85 degrees Fahrenheit or higher; provides that animal shelters shall not be considered shade.)

#### A Public Hearing

will be held on Bill 18-4 at the Commissioners' Meeting Room, Room 1101 - Government Center, One West Market Street, Snow Hill, Maryland, on **Tuesday, October 23, 2018 at 11:00 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, is available for public inspection in Room 1103 of the Worcester County Government Center and is available on the County Website at [www.co.worcester.md.us](http://www.co.worcester.md.us) .

THE WORCESTER COUNTY COMMISSIONERS



COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 18-4

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BY: Commissioners Bertino, Bunting, Church, Elder, Lockfaw, Mitrecic and Purnell  
INTRODUCED: September 18, 2018

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A BILL ENTITLED

AN ACT Concerning

Public Safety - Animal Control

For the purpose of adding definitions to the Animal Control laws; requiring that an animal that is not kept inside a home or building be brought indoors under certain conditions; specifying the type of outdoor shelter that must be provided for an animal that is not kept indoors, including the space available to the animal, the cleanliness, the size and maintenance of the shelter, and its ventilation; prohibiting the use of certain types of structures as animal shelters; restricting certain types of restraints and generally relating to Animal Control laws.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection PS 2-101(b) (Definitions) of the Animal Control Subtitle of the Public Safety Article of the Code of Public Local Laws of Worcester County, Maryland is hereby amended by the addition of definitions for “Suitable Shelter”, “Tethered”, “Restraints” and “Unsafe Weather Conditions” to read as follows:

SUITABLE SHELTER – A structure with secured sides, a roof and floor to protect the animal from the weather. There must be a floor, free from rot and standing water, and dry and clear of debris, fecal matter and infestation. The structure must be of a size appropriate to the size of the animal using it. The structure must have adequate ventilation to allow the animal to maintain a normal body temperature.

TETHERED- Fastening an animal to a stationary object or stake as a means of retraining the animal.

RESTRAINTS- Secure cable, rope or trolley, invisible containment system, or other cord of sufficient strength to prevent escape.

UNSAFE WEATHER CONDITIONS –

- (1) A temperature of 32 degrees Fahrenheit or below in the immediate vicinity of an animal, in addition to other cold weather or precipitation related environmental conditions, including, but not limited to, wind, rain, snow, ice, sleet or hail that a person should reasonably conclude would pose an adverse risk to the health or safety of an animal based on the animal’s size, age, physical condition or thickness of the animal's hair or fur; or
- (2) A temperature of 85 degrees Fahrenheit or above in the immediate vicinity of an animal, in addition to other environmental conditions, such as direct sunlight, or hot pavement, or any other hot surface, that a person should reasonably conclude would pose an adverse

risk to the health or safety of an animal, based on the animal's size, age, physical condition or thickness of the animal's hair or fur; or

- (3) The National Weather Service issues a severe weather alert, and the forecasted weather is such that a person should reasonably conclude that the weather would pose an adverse risk to the health or safety of an animal based on the animal's size, age, physical condition or thickness of the animal's hair or fur.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection PS 2-101 (General Provisions) of the Animal Control Subtitle of the Public Safety Article of the Code of Public Local Laws of Worcester County, Maryland is hereby amended by the addition of new subsections (v), (w) and (x) to address the provision of "tethering", "suitable shelter" and "shade" to read as follows:

- (v) Tethering. If an animal is tethered by a restraint, excepting periods of time that are brief and incidental, the restraint shall be not less than 15 feet in length and positioned to prevent tangling, hanging or drowning. Chain shall not be used as a restraint. Neither chains, ropes, nor choke collars shall be accepted as collars for a tethered animal. There must be at least a one-inch space between the animal's neck and the collar.
- (w) Suitable shelter. An animal shall have suitable shelter if left outdoors and unattended. An animal shall be brought inside a home or building within 30 minutes of the onset of and during unsafe weather conditions, unless the animal has continuous suitable shelter. The owner of an animal that is not kept within a home or building shall provide the animal with suitable shelter to protect it from wind, snow, rain, cold, sunlight and unsafe weather conditions. The shelter shall have a floor, a roof, and four walls, one of which shall contain a doorway. The space available to the animal in the shelter shall be maintained in a safe and healthful manner, free of standing water, waste, debris, fecal matter, protection from flooding, provided with adequate ventilation to allow the animal to remain dry and maintain a normal body temperature and exposure to natural or artificial light. The floor shall not be wire or chain link. No interior surfaces shall be metal. The shelter shall meet the minimum size requirements as listed below:

Shelter Size			
Number of Dogs	25 pounds or under	25-50 pounds	Over 50 pounds
1	3 x 7 (21 sq ft)	6 x 10 (60 sq ft)	8 x 10 (80 sq ft)
2	4 x 8 (32 sq ft)	8 x 10 (80 sq ft)	10 x 10 (100 sq ft)
3	5 x 9 (45 sq ft)	8 x 12 (96 sq ft)	10 x 14 (140 sq ft)
4	8 x 10 (80 sq ft)	10 x 12 (120 sq ft)	12 x 16 (192 sq ft)

- (x) Shade. If an animal is left outdoors and unattended and the forecasted weather is 85 degrees Fahrenheit or higher, the animal shall be provided shade, either natural or manmade, at all times. Under no circumstances shall an animal shelter be considered shade.

Section 3. 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 \_\_\_\_\_, 2018.

ATTEST:

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

\_\_\_\_\_  
Harold L. Higgins  
Chief Administrative Officer

\_\_\_\_\_  
Diana Purnell, President

\_\_\_\_\_  
Theodore J. Elder, Vice President

\_\_\_\_\_  
Anthony W. Bertino, Jr.

\_\_\_\_\_  
Madison J. Bunting, Jr.

\_\_\_\_\_  
James C. Church

\_\_\_\_\_  
Merrill W. Lockfaw, Jr.

\_\_\_\_\_  
Joseph M. Mitrecic

Current Law

**Title 2**  
**ANIMALS**

	<b>SUBTITLE I</b>	
	<b>Animal Control</b>	
§ PS 2-101.	General provisions.	§ PS 2-102. Dog and cat licenses.
		§ PS 2-103. Animal adoptions.
		§ PS 2-104. Control of wild animals.
		§ PS 2-105. Violations.

[HISTORY: Adopted by the Board of County Commissioners of Worcester County 8-11-1992 as Bill No. 92-13. Amendments noted where applicable.]

**SUBTITLE I**  
**Animal Control**

§ PS 2-101. General provisions. [Amended 4-19-2005 by Bill No. 05-3]

- (a) Legislative findings. The Commissioners find that in past years an animal control law requiring that animals be under control of the owner while off of the real property of the owner has been sufficient in order to protect the health, safety and welfare of the County. Now that the County has become more densely populated and urban in certain areas, the Commissioners deem it necessary to require within certain areas of the County, that certain animals be leashed while off of the real property of the owner within such areas as the Commissioners designate from time to time based upon population trends and densities. It is not the intent that a leash law apply uniformly throughout the County, but only in those areas which are suburban or urban in nature and do not provide sufficient open space whereby control can be adequately achieved by means other than by leash. It is further not the intent that the provisions of any leash requirement apply to an animal while it is on the property of the owner or on property in commercial agricultural use regardless of the surrounding area.
- (b) Definitions. The following words, when used in this Subtitle, shall have the meanings respectively ascribed to them in this section, unless otherwise specifically defined in other parts of this Subtitle:

**ANIMAL** — Any domesticated animal.

**ANIMAL CONTROL WARDEN** — The person or persons employed by the county as its enforcement officer or officers.

**ANIMAL POUND** — Any premises so designated by the county for the purpose of impounding and caring for the animals as required by this Subtitle.

**AT LARGE** — Any animal will be deemed to be "at large" when it is off the property of its owner and not under the control of a responsible person.

**CAT** — An animal of the Felis Catus species.

DOG — An animal of the Canis Familiaris species.

IMPOUND — Shall mean taking an animal into the custody of the officer and shall commence upon the seizure of the animal.

LEASH — Any lead, leash, cord, remote controlled electronic collar, or other restraint preventing an animal from moving more than fifteen feet from the person holding the leash or object to which the end of the leash not attached to the animal is attached.

OWNER — Includes any person having the right of property in an animal or any person who keeps or harbors an animal or has it in his care or permits it to remain on or about any premises occupied or controlled by him for more than two weeks.

STRAY DOG OR CAT — Any dog or cat running at large which does not have affixed to it by collar or otherwise a license tag or which is unlicensed or which is off the property of its owner and not in the company of and in the control of its master or owner.

VICIOUS DOG — Any dog that has vicious tendencies by virtue of its demonstrated behavior or meets the definition of a "dangerous dog" under state law.

- (Add New Definitions)*
- (c) Administration. The County Commissioners are hereby authorized and directed to administer this Subtitle, and such powers as may be granted them may be delegated to an Animal Control Warden or Deputy Wardens, as the case may be, who shall have all the powers of a peace officer, or may be delegated by contract. Animal Control Wardens are hereby authorized to enforce all state laws regarding cruelty to animals and are charged with the protection of animals under applicable state laws. The County Sheriff is hereby charged with the responsibility of cooperating fully and assisting the Wardens in enforcement of such laws. Enforcement and implementation of this Subtitle may be delegated to the County Sheriff.
- (d) Applicability. The provisions of this Subtitle shall apply throughout the County but shall not apply within the corporate limits of the Town of Ocean City, it being the intention of this subsection that the prior adoption of Ordinance No. 13 by the municipalities of Berlin, Snow Hill and Pocomoke shall hereby be deemed to hold over as an adoption hereof; provided, however, that any municipality in which this Subtitle is applicable may exempt itself from the provisions hereof by appropriate corporate act of such municipality. It is the further intent of the County Commissioners that the provisions hereof be imposed upon the municipalities of Berlin, Snow Hill and Pocomoke unless such municipalities so exempt themselves. The provisions of this Subtitle shall not apply to any bona fide farm animal in the nature of livestock kept for bona fide agricultural or recreational use including without limitation, cattle, buffalo, hogs, fowl, emus, and horses. The provisions of Subsections (s), (t) and (u) of § PS 2-101 hereof shall not apply to hunting dogs, herding dogs, or raptors while hunting or training.
- (e) Impounding and disposition. The Animal Control Warden or such other officer as the County Commissioners may designate shall, whenever possible, seize and impound any stray or unwanted dog or cat found at large or without a license, any diseased or vicious dog or cat and any female dog or cat in heat found at large; provided, however, that where such custodian or other impounding officer is unable, after reasonable effort, to seize and impound vicious, wild or rabid dogs or cats, he may destroy any such vicious, wild and rabid dogs or cats in as humane a manner as possible. The Animal Control Warden may

also immediately destroy, without impoundment, any wild animal which is believed to be rabid. No dog or cat may be released from the animal pound until it has been vaccinated for rabies and licensed. The owner of the animal shall be responsible for the cost of the vaccination. The Animal Control Warden may also destroy, for a fee as set by the County Commissioners, any dog or cat at the request of the owner.

- (f) Disposition of animals not adopted. Any dog or cat which is impounded under the provisions of this Subtitle and has not otherwise been disposed of within fifteen days after being impounded subject to the provisions hereof may be disposed of in any legal humane way by the Animal Control Warden, including being destroyed in any humane way by the Animal Control Warden. No dog or cat which is licensed hereunder and identifiable as such, except in cases of emergency and in cases of blatantly vicious animals, shall be destroyed until the Animal Control Warden has made at least two attempts, one of which shall be written, to contact the owner to advise the owner of the impoundment of the animal.
- (g) Impoundment standards. The county shall, by resolution, establish standards for the impoundment of animals, procedures for the adoption of animals from the animal pound, recordkeeping requirements and fees. The resolution shall also set forth times during which animals must be held before they may be destroyed or delivered to some private group interested in humane treatment of animals. Impounded animals shall be treated in a humane manner, fed and watered in reasonable amounts and given such medical treatment as may be reasonably necessary to alleviate suffering.
- (h) Animals with vicious tendencies or rabies. No animal which the Animal Control Warden impounded which he has reason to believe has vicious tendencies, rabies or any incurable disease shall be sold, released or permitted to be redeemed unless or until the Warden is satisfied that it is safe to release such animal. Animals which the Animal Control Warden has reason to believe may have rabies shall be held in quarantine in a place to be determined by the County Health Officer for such period as may be necessary to determine whether the animal is rabid.
- (i) Animals not to run at large: impoundment. It shall be unlawful for any person to permit a dog, cat or other animal owned or harbored by him to run at large. Any such animal running at large may be apprehended by the Animal Control Warden or other designated officer and may be impounded in the animal pound. Any animal so impounded shall be held at the animal pound not less than ten days unless sooner redeemed by the owner. The owner of such animal may redeem it from the animal pound after its seizure upon the payment of a redemption fee and fine as established by resolution of the County Commissioners, subject, however, to the consent of the Warden as provided in Subsection (h) above. Any animal presenting symptoms of infectious or communicable disease constituting a health threat to other animals in the pound may be euthanized prior to the expiration of the holding period.
- (j) Injured or diseased dogs or cats generally. The County Commissioners are hereby authorized and directed to enter into agreements with veterinarians or animal hospitals in the county for the care of injured or diseased dogs or cats, the owners of which are unknown, which are collected by the Animal Control Warden or by the Sheriff's Department or which are brought to the animal pound by private citizens. If such animals

are not in such critical condition as to warrant their destruction immediately, the veterinarian or animal hospital to which they are taken shall care for them until their condition warrants their return to the animal pound for disposition in accordance with the procedure prescribed above.

- (k) Poisoning. It shall be unlawful for any person to administer poison to any animal or to knowingly place or leave any poisonous substance of any kind or ground glass in any place with intent to injure or kill any animal, provided that nothing contained in this Subtitle shall prohibit an owner from mercifully putting to death his own animal or from delivering it to the animal pound for disposition.
- (l) Abandonment. It is unlawful for any person to leave, with intent to abandon, any animal on a street, road, highway or in a public place or on private property in the county.
- (m) Injuring or killing prohibited. Except for agricultural or scientific purposes, no person shall willfully injure, beat, abuse or run down any animal with a vehicle. No person shall willfully kill any animal not owned by him except as may be expressly permitted by law. Any person who kills or injures an animal while driving a vehicle shall stop at the scene of the accident and render such assistance as is practicable and shall make a reasonable effort to locate and identify himself to the owner or any person having custody of the animal.
- (n) Confinement of animals which have bitten human beings. Any person who knows or has reason to believe that a warm-blooded animal owned by him or in his custody has bitten any person shall report such fact to the County Health Officer, the Animal Control Warden or the Sheriff's Office immediately and shall confine his animal at his own expense for a period of ten days in a manner directed by the County Health Officer; provided, however, that the County Health Officer, if he has reason to believe that the animal is rabid, may order such animal confined at the animal pound for such additional period as he may deem necessary to determine whether the animal is in fact rabid.
- (o) Report of doctor. Any doctor who examines or treats a patient for a warm-blooded animal bite injury shall report to the County Health Officer and the Sheriff's Office the following: name of patient, address of patient, doctor's name and date of treatment.
- (p) Unlawful concealment. It shall be unlawful for any person to conceal any dog or cat or falsely to deny ownership of any dog or cat owned or harbored by him from any official properly authorized by the County Commissioners to enumerate such animals or to enforce the provisions of this Subtitle.
- (q) Disposition of dead animals. It shall be unlawful for the owner or guardian of any animal to deposit or leave such animal, upon its death, on public property or on the property of another person without permission from such person. All such dead animals shall be promptly disposed of by cremation, burial or other sanitary means. The Animal Control Warden, where requested, shall pick up dead dogs, cats and other small domestic pet-type animals for disposal for a fee to be established pursuant to resolution of the County Commissioners.
- (r) Interference with enforcement. No person shall interfere or attempt to interfere with the Animal Control Wardens of the County or Health Department officials in the performance of their duties, nor shall any person release or attempt to release without authority any animal impounded pursuant to this Subtitle.

- (s) Dogs required to be on leash. In any area described as a leash area in Subsection (t) hereof, it shall be unlawful for any person, or guest of such person, to knowingly, unknowingly, inadvertently, or intentionally permit a dog owned or harbored by him to walk, crawl, or run in any location other than the property of such person unless such dog is attached to a leash.
- (t) Leash areas. Leash areas may be designated by law or resolution. The following are leash areas:
- (1) Ocean Pines Area. All that property located in the Third Tax District of Worcester County, Maryland bound on the northwest by Beauchamp Road, the north and northeast by the St. Martin's River, on the southeast by the southeasterly line of the Ocean Pines Subdivision and on the southwest by MD Route 589.
  - (2) County-owned property. Any property owned by the County Commissioners of Worcester County, Maryland and whereon the Commissioners have posted a sign indicating that the property is a leash area and which has designated it a leash area by resolution.
- (u) Clean up. In any leash area, the person in control of a dog on a leash shall remove all excrement deposited by the dog on property other than property of the owner or property of the person in control of the dog and dispose of such excrement in a legal and proper way.

**§ PS 2-102. Dog and cat licenses.**

- (a) License required. No person shall own or have custody of any dog or cat over four months of age unless such dog or cat is licensed as herein provided. This provision shall not apply to dogs or cats in the county for thirty days or less which are owned by a nonresident, provided that such dogs or cats are fully licensed in their home city, county or state.
- (b) Vaccination. Before any license shall be issued, the owner must produce satisfactory evidence that the dog or cat has been vaccinated against rabies and that the vaccination is still effective as of the date of licensing.
- (c) Fees.
- (1) Application for licenses shall be made to the Animal Control Warden on forms prescribed by him, accompanied by a license fee as established pursuant to resolution of the County Commissioners.
  - (2) "Seeing Eye" dogs trained to assist the blind and dogs trained and regularly employed in law enforcement work by a recognized law enforcement agency shall be provided licenses without charge but must comply with vaccination provisions.
  - (3) The authority to issue dog or cat licenses may be delegated to any licensed veterinarian treating dogs or cats that are eligible and are required to be licensed.
- (d) License period. All licenses shall be valid for the period for which the rabies vaccination is valid.



- (e) License applications. License applications may be made at any time. The cost of the license shall be as established pursuant to resolution of the County Commissioners.
- (f) License tags.
- (1) License tags shall bear the name of the county, the number of the corresponding certificate and the year in which it is to expire.
  - (2) License tags and certificates are not transferable from one animal to another.
  - (3) In the case of loss of a license tag, the owner may procure another tag for use during the balance of the license term by surrendering the old certificate and payment of the prescribed fee as established pursuant to resolution of the County Commissioners.
- (g) License system. Every licensed dog or cat and the owner thereof shall be maintained on a roster by the Animal Control Warden. Within sixty days of the pending expiration date, the Animal Control Warden shall send a notice to every dog or cat owner indicating that a new vaccination and license must be obtained. The notice shall contain such information as may be deemed necessary and appropriate by the County Commissioners. In the event that a dog or cat has died during the license year, notification of the death of the dog or cat shall be sent to the Animal Control Warden by the owner at such time as the owner receives the notice of renewal.
- (h) Kennel licenses.
- (1) Any person who maintains for commercial breeding, treatment, boarding, sale or training a pack or collection of more than five dogs on his premises shall obtain a kennel license. Dogs kept as a part of a kennel must meet the rabies vaccination and license requirements of this Subtitle.
  - (2) Such kennel licenses shall be obtained on or before July 1 of each year and shall expire on June 30 of the following year. The license fees for kennels shall be as established by resolution of the County Commissioners.
  - (3) Every holder of a kennel license shall maintain a list of the names and addresses of the owners of each dog kept in such kennel and a record giving full data concerning sales or other disposition of dogs from such kennels or shops.
  - (4) Every holder of a kennel license shall be deemed to have granted a right of entry to the Animal Control Warden to enter upon the premises of the licensee at all reasonable hours for the purposes of inspecting the same for violations of law.
  - (5) Any licensed veterinarian doing business in Worcester County shall not be required to obtain a kennel license for animals held for treatment directly related to the veterinary care of said animals. **[Added 1-12-1993 by Bill No. 92-17]**
- (i) License tags to be attached to dogs and cats; removal of tags.
- (1) Individual license tags shall be attached to the dog or cat for which issued and shall pass with the dog or cat. Upon the change of ownership of any dog or cat, every person purchasing or otherwise acquiring such dog or cat shall notify the Animal Control Warden, in writing, of such exchange in ownership in order that the license records of the county may be properly adjusted.

- (2) It shall be unlawful for the owner of any dog or cat to permit such animal to be off the property of the owner without having its individual license tag attached to a collar or harness worn by the animal.
- (3) It shall be unlawful for any person other than the owner of the dog or cat or his agent to remove any license tag from a dog or cat.
- (j) Applicability. The licensing provisions hereof shall not apply to dogs or cats actually confined to the premises of educational and research institutions or incorporated benevolent societies devoted to the care or hospital treatment of lost, strayed or homeless animals.
- (k) Disposition of license fees and other funds. All license fees collected by the Animal Control Warden and any and all other money received by him from fees, charges or sales, etc., shall be paid to the general fund of the county.

*( \* Add New Provisions )* →

**§ PS 2-103. Animals adoptions. [Added 4-19-2005 by Bill No. 05-3<sup>1</sup>]**

- (a) Availability. The Sheriff or Animal Control or Administrator of this Subtitle shall from time to time make appropriate domesticated, abandoned animals available for adoption.
- (b) Condition of animal. The animal made available for adoption shall be tame, domesticated, in good health, manageable and friendly to human beings, and shall have been observed in the animal pound for not less than ten days.
- (c) Conditions of adoption. Persons wishing to adopt such animals shall agree to have the animal vaccinated against rabies within seventy-two hours of adoption and demonstrate that they have reasonable knowledge of the animal and animals of its type, and can provide a proper home and care for the animal and shall pay such adoption fee and make such reimbursements to the County as from time to time prescribed by the County Commissioners by resolution.
- (d) Prohibited adoptions. Any animal that displays vicious character tendencies towards humans, is not manageable or tame, is in poor health, or has been the subject of a reported attack on a human being or other animal shall not be made available for adoption.
- (e) Hold harmless. Any person adopting an animal pursuant to this section shall indemnify and hold harmless the County Commissioners, the Sheriff, the Animal Control Warden, and their agents and employees from any claims or damage whatsoever alleged on the account of any adoption hereunder.
- (f) Procedures and guidelines. Additional procedures and guidelines for animal adoptions may be promulgated by resolution by the County Commissioners or general order of the Sheriff in the event the law is administered by the Sheriff's Office.

<sup>1</sup> Editor's Note: This bill also provided for the renumbering of former § PS 2-103 as § PS 2-105.

**§ PS 2-104. Control of wild animals. [Added 4-19-2005 by Bill No. 05-3]**

Subject to state and federal preemption, the Animal Control Warden or Sheriff as designated pursuant to § PS 2-101 of this Subtitle to administer this Subtitle shall have the responsibility to seize, destroy, and control wild animals, other than deer, causing damage or danger to citizens of the County or sojourners herein. The Maryland Department of Natural Resources shall be consulted with respect to the handling of wild animals and shall be made aware of such efforts. No wild animal may be placed for adoption without the approval of the Maryland Department of Natural Resources.

**§ PS 2-105. Violations.**

Any person who violates the provisions of this Subtitle shall be guilty of a civil infraction.

TEL: 410-632-1194  
FAX: 410-632-3131  
E-MAIL: admin@co.worcester.md.us  
WEB: www.co.worcester.md.us



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

OFFICE OF THE  
COUNTY COMMISSIONERS

## Worcester County

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

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

Introduced as Bill 18-4  
Hearing on October 23, 2018

To: County Commissioners  
From: Maureen Howarth, County Attorney **MH**  
Re: Amendments to Animal Control Legislation  
Date: September 10, 2018

---

The Commissioners requested I review our current animal control laws located in the Public Safety-Animal Control section of the County Code and draft language to address animals being kept outdoors in unsafe weather conditions. On July 3, 2018, you requested I also add language to the County Code to address the tethering and restraint of animals and clarify what size shelter is appropriate for what size animal. I worked with our Chief Animal Control Officer, Glen Grandstaff, on these proposed changes and in the attached draft bill you will see new language addressing the conditions of the shelter, shade and suitable restraints, and new definitions for unsafe weather conditions (including hot and cold weather temperatures), suitable shelter, tethered and restraints. The legislative bill is ready for your introduction if you so choose.

**APPROVED**  
Worcester County Commissioners  
Date **KH 9/15/18**



25

COMMISSIONERS  
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THEODORE J. ELDER, VICE PRESIDENT  
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OFFICE OF THE  
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA  
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MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

September 21, 2018

TO: *The Daily Times* Group and *Ocean City Today* Group  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KS*

**FAXED**  
9/21/18 @ 2:38 pm

See Planning Commission  
Comments on p. 17

Please print the attached Notice of Introduction of Bill 18-5 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on October 4, 2018 and October 18, 2018. Thank you.

### NOTICE OF INTRODUCTION OF BILL 18-5 WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 18-5 (Zoning - Surface Mining) was introduced by Commissioners Bertino, Bunting, Church, Elder, Lockfaw, Mitrecic and Purnell on September 18, 2018.

A fair summary of the bill is as follows:

§ ZS 1-330(c)(24). (Adds this new subparagraph to the Standards for Surface Mining to provide that the County Commissioners may, by resolution, adopt further standards for reclamation of County-owned surface mining operations.)

#### A Public Hearing

will be held on Bill 18-5 at the Commissioners' Meeting Room, Room 1101 - Government Center, One West Market Street, Snow Hill, Maryland, **on Tuesday, October 23, 2018 at 11:00 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, is available for public inspection in Room 1103 of the Worcester County Government Center and is available on the County Website at [www.co.worcester.md.us](http://www.co.worcester.md.us).

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 18-5

BY: Commissioners Bertino, Bunting, Church, Elder, Lockfaw, Mitrecic and Purnell  
INTRODUCED: September 18, 2018

A BILL ENTITLED

AN ACT Concerning

Zoning - Surface Mining

For the purpose of amending the surface mining regulations of the Worcester County Zoning Ordinance to provide that the County Commissioners may adopt further standards for reclamation of County-owned surface mining operations.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection ZS 1-330(c) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of a new subparagraph (24) to read as follows:

§ ZS 1-330. Surface mining.

(c) Standards.

(24) The County Commissioners may, by resolution, adopt further standards for reclamation of County-owned surface mining operations.

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 \_\_\_\_\_, 2018.

ATTEST:

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

\_\_\_\_\_  
Harold L. Higgins  
Chief Administrative Officer

\_\_\_\_\_  
Diana Purnell, President

\_\_\_\_\_  
Theodore J. Elder, Vice President

\_\_\_\_\_  
Anthony W. Bertino, Jr.

\_\_\_\_\_  
Madison J. Bunting, Jr.

\_\_\_\_\_  
James C. Church

\_\_\_\_\_  
Merrill W. Lockfaw, Jr.

\_\_\_\_\_  
Joseph M. Mitrecic

SUPPLEMENTARY DISTRICTS AND DISTRICT REGULATIONS

§ ZS 1-329

§ ZS 1-330

such length and construction to effectively control vehicular entrance to the disposal operation shall be constructed prior to the operation of the site. Such fence shall be visually screened along the outside by landscaping in accordance with the provisions of § ZS 1-322 hereof.

- (3) The burning of refuse or other waste material shall not be permitted at such sites, except by permission of the Department of the Environment and the Deputy State Fire Marshal.
- (4) The solid waste disposal area shall not accept hazardous or toxic waste.
- (5) All solid waste disposal sites shall be subject to the provisions of § ZS 1-116 hereof.
- (6) The solid waste disposal area shall not be located over any aquifer.

§ ZS 1-330. Surface mining.

- (a) Defined. "Surface mining" shall mean the excavation, digging or dredging for sand, gravel, soil and other minerals. It shall include sand and gravel pits, borrow pits, clay pits, quarries, surface mines and the processing or compounding of products composed of on-site materials. It shall not include concrete- or asphalt-mixing plants or material removed from a development site as part of a normal cut-and-fill operation.
- (b) Lot requirements. The minimum lot requirements shall be: lot area, five acres; and lot width, five hundred feet. All setbacks shall be as set forth in Subsection (c) hereof.
- (c) Standards.
  - (1) All surface mining operations shall comply with the most current edition of the Maryland Standards and Specifications for Soil Erosion and Sediment Control, published by the Maryland Department of the Environment. All excavations shall be backfilled or graded to at least a one-to-four slope whenever operations are discontinued.
  - (2) Surface mining operations shall not cause undue damage to any public road and its associated drainage system beyond that which may be reasonably expected to occur from ordinary traffic on that roadway. Prior to the issuance of any zoning certificate under this Subtitle for a surface mining operation, the owner and operator shall provide a satisfactory bond or guaranty to the County Commissioners to ensure that any undue damage to the public road or its associated drainage system is repaired to the satisfaction of the County.
  - (3) All surface mining operations shall be restricted to the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday and to the hours of 7:00 a.m. to 12:00 noon on Saturdays. Such operations are prohibited on Sundays and on the following holidays: New Years Day; Good Friday; Memorial Day; July Fourth; Labor Day; Thanksgiving Day; and Christmas Day. For the purposes of this section, "operations" shall constitute dewatering, excavation, extraction, processing, loading and distribution of materials.

- (4) All loaded trucks entering or exiting the site must be properly covered and provided with adequate wheel flaps.
- (5) All surface mining sites and haul roads must be sprayed with water whenever necessary to reduce dust.
- (6) The first two hundred feet of the haul road as measured from the public road right-of-way must be covered with stone or paved.
- (7) The public road must be swept whenever necessary to remove soil and debris.
- (8) The travel lane to the site must be stabilized to a minimum of twenty feet in width.
- (9) The entrance to the property from the highway must be secured by a chain, gate, cable or other appropriate means in order to prohibit vehicular access, except during hours of operation. During hours of operation the entrance must be properly marked with "Truck Entrance" caution signs.
- (10) All points of access to a public road from the site shall at a minimum be designed in accordance with the County's standards for commercial entrances with regard to acceleration and deceleration lanes. Additionally, the areas on either side of the access point to the public road right-of-way shall be cleared of vegetation, debris, etc. in order to provide adequate line-of-sight for vehicles traveling on the public road right-of-way as well as for vehicles utilizing the access point.
- (11) Structures and outdoor storage of materials and debris shall be screened from public road rights-of-way and adjacent residential uses by vegetation, walls or fences.
- (12) Clearing of existing forest vegetation shall be limited to areas needed for excavation, structures, unloading and loading areas, access roads, and parking areas.
- (13) Processing operations outside the pit perimeter shall be housed in a covered structure or screened unless the Board of Zoning Appeals determines that, because of site specific conditions, this is unnecessary based on the effects of the use on nearby properties.
- (14) Surface mining operations shall be located such that the line-of-sight to adjacent properties zoned for residential use or improved by a residential dwelling is obscured to the greatest extent possible.
- (15) No excavation shall take place within one hundred feet from any right-of-way line of any road.
- (16) No excavation shall take place, nor shall the slope of the natural land surface be altered as a result of such excavation, nor shall the storage of materials take place nearer than one hundred feet to any property line. This setback shall not apply where the adjoining property is used for surface mining.



- (17) Operation structures shall not be erected within two hundred feet of any property line or any public road right-of-way. The setback to adjoining property lines shall not apply where the adjoining property is used for surface mining.
- (18) All perimeter property lines shall be screened in accordance with § ZS 1-322 hereof or by an acceptable alternative as determined by the Board of Zoning Appeals.
- (19) Prior to the issuance of a zoning certificate, copies of all State of Maryland permits must be submitted to the Department so that any conditions placed on the state-issued permits can be incorporated into the conditions under which the zoning certificate is issued. In addition, any conditions placed on renewed permits shall also be submitted in order to determine if they should also be made conditions of the County approval.
- (20) The surface mining operations shall comply with all applicable federal and state air pollution control laws and regulations. In the event of conflict between these laws and regulations, the most restrictive legally applicable law or regulation shall apply. The operator shall control and contain dust to prevent visible emissions from crossing the boundary of the property.
- (21) The surface mining operations shall comply with all federal, state and local laws regulating water resources management and protection. In the event of conflict between these laws and regulations, the most restrictive legally applicable law or regulation shall apply.
- (22) Prior to the issuance of a zoning permit associated with a surface mining operation which is located within the Zone of Influence as designated by the state of any public water supply surface intake, public water supply well, or private water supply well, the operator shall provide a contingency plan for well replacement.
- (23) Prior to the issuance of any zoning certificate under this Subtitle for a surface mining operation, the owner and operator shall provide a satisfactory bond or guaranty to the County Commissioners to ensure compliance with this Subtitle and the provision of adequate landscaping, screening, fencing, and health and safety safeguards and reclamation plans, including regrading, site access, and drainage. Provided that the County Commissioners are a party to the bond, the bond posted with the State of Maryland may suffice for this requirement. Said moneys shall not be released until such time as both the County and the state have been satisfied.

*\*Add New Standard*

(d) Review procedure.

- (1) In conjunction with an application for a special exception, the applicant shall prepare a site plan meeting the requirements of § ZS 1-116(d)(2) hereof for submission to the Board of Zoning Appeals for its review.
- (2) In addition, the applicant shall submit the following:
  - A. A written description of the type and quantities of the materials to be excavated, type of extraction to be used, truck access and frequency of trips, destination of materials, hours of operation, measures to be taken to protect

the public and any other information necessary to adequately understand the operation.

B. A reclamation plan meeting the standards established by the state's Department of the Environment showing how the land is to be restored.

- (3) The Board may require that the applicant provide a bond or other satisfactory guaranty to insure that the terms of the special exception approval and state permit are fully complied with.

(e) Surface mines as dredge spoil disposal sites.

- (1) In conjunction with an application for a surface mine special exception, the applicant may request Board of Zoning Appeals approval to utilize the extracted areas of the surface mine as a dredge spoil disposal site.
- (2) The Board of Zoning Appeals may specify special conditions of operation and conditions regarding reclamation of the site.
- (3) The Board of Zoning Appeals may require assurances deemed necessary by the Board to protect the interests of the public-at-large and the natural resources of the County, including, but not limited to, requiring the applicant to test the dredge spoil material for hazardous materials in accordance with the Federal Resource Conservation Recovery Act, as from time to time amended, where there is suspicion of the presence of such hazardous materials due to previous activities in the vicinity of the proposed dredge area.
- (4) Existing active surface mines having a current and valid County operating permit as of December 1, 1995, may accept dredge spoil material without further action or approval of the Board of Zoning Appeals.

(f) Actions of the Board of Zoning Appeals.

- (1) The Board of Zoning Appeals has the authority to limit the term of approval. In the event the Board does not establish such a term of approval, the Board has the authority to revisit any application in accordance with § ZS 1-116(c)(8) hereof.
- (2) Notwithstanding any other provisions of this Title, the Board of Zoning Appeals shall not accept an application for a special exception to permit a new surface mining operation or any alteration or expansion of an existing surface mining operation for substantially the same proposal on the same property as an application previously denied by the Board of Zoning Appeals for two years following the Board's vote for a first denial, for five years following the Board's vote for a second denial, and for ten years following the Board's vote for a third and any subsequent denial.
- (3) The Board of Zoning Appeals has the authority to establish greater restrictions on a surface mining operation than those described above.

SUPPLEMENTARY DISTRICTS AND DISTRICT  
REGULATIONS

§ ZS 1-330

§ ZS 1-332

- (4) The Board of Zoning Appeals may require that the applicant provide a bond or other satisfactory guaranty to ensure that the terms of the special exception approval and state permit are fully complied with.
- (5) If the land for which the permit is sought has been identified by the County's Comprehensive Plan as an area suitable for surface mining, the Board of Zoning Appeals shall grant the special exception unless there is clear and convincing site-specific evidence that the operation will be detrimental to the health, safety and welfare of the public.

**§ ZS 1-331. Wreck vehicles, junk and salvage operations and vehicle storage yards.**

- (a) Junk and salvage operations. In addition to the provisions contained in other parts of this Title, every junk or salvage operation shall either:
  - (1) Be completely enclosed within a building, in which case the minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, twenty feet; or
  - (2) Be set back from every public road right-of-way or property line not less than one hundred feet and be completely fenced. Such fence shall be at least eight feet height and constructed so as to effectively screen the contents from public view. Additionally, such fences shall be visually buffered along the outside by landscaping in accordance with the provisions of § ZS 1-322 hereof.
- (b) Storage of wrecked or disabled vehicles. In addition to the provisions contained in other parts of this Title, every repair shop and towing service storing wrecked or disabled vehicles shall be subject to the following:
  - (1) Storage shall be temporary for a period not to exceed ninety days for each vehicle.
  - (2) All vehicles shall be held within a completely enclosed building or fenced in such a way as to be completely screened from public view. Such screening may be by a fence, by dense landscaping or by topography.
- (c) Screening required. In any case, no used parts, wrecked or disabled vehicles or other junk shall be kept or displayed outdoors in front of any required building, fence or screening or otherwise in public view.
- (d) Conformance with other provisions. All junk and salvage operations shall be subject to the provisions of § ZS 1-116 hereof.

**§ ZS 1-332. Unsafe buildings and storm damage.**

Nothing in this Title shall prevent the temporary strengthening to a safe condition of any part of any building or structure declared unsafe by proper authority, to protect from the elements a structure or building damaged by an act of nature or to protect from trespass until such time as it shall be restored or fully demolished in accordance with this Title.

**§ ZS 1-113. Amendments.**

(a) Generally. The regulations, restrictions, definitions, districts, classifications and boundaries set forth in this Title may, from time to time, be amended, supplanted, modified or repealed by the County Commissioners. Amendments to the text of this Title shall be passed as Public Local Laws by the County Commissioners. The reclassification of any property or the relocation of any district boundary shall be by resolution of the County Commissioners.

(b) Text amendments.

(1) Proposals for amendments to the text of this Title may be made by any interested person who is a resident of the County, a taxpayer therein or by any governmental agencies of the County. Such proposals for text amendments shall be in the form as prescribed by the Planning Commission and shall be addressed to and filed with the County Commissioners.

(2) Text amendments shall be passed by the County Commissioners 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 to the County Commissioners within a reasonable time after receipt of the proposed amendment. If, after receipt of the recommendation of the Planning Commission, no County Commissioner is willing to introduce the proposed amendment as a bill, it need not be considered. If one or more County Commissioners does introduce the proposed amendment as a bill, 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 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 the County in accordance with the provisions of § ZS 1-114 hereof.

(c) Map amendments.

(1) Application.

A. Proposals for amendment of the Official Zoning Maps may be made only by a governmental agency or by the current property owner, contract purchaser, option holder, lessee, his attorney or the agent of the property to be directly affected by the proposed amendment. Applications filed by persons other than the current property owner must be cosigned by the property owner or the property owner's attorney at law or in fact. Such proposals for map amendments shall be in the form as prescribed by the Planning Commission and shall be accompanied by a plat drawn to scale showing property lines, the existing and proposed district boundaries and such other information as the Planning Commission may need in order to locate and plot the amendment on the Official Zoning Maps. Such plat shall not be required for sectional or comprehensive reclassification. Applications for map amendments shall be addressed to and filed with the office of the County



OFFICE OF THE  
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

COMMISSIONERS  
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JOSEPH M. MITRECIC

## Worcester County

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

September 12, 2018

Introduced as Bill 18-5  
Hearing on October 23, 2018

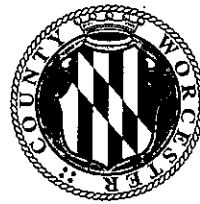
TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *K.S.*  
SUBJECT: Housekeeping Bill regarding Standards for Reclamation of County-owned Surface Mining Operations

\*\*\*\*\*

As you are aware, at their meeting on August 21, 2018, the County Commissioners reviewed and approved the request of the Public Works Director John Tustin authorizing him to prepare plans necessary to request a County Exemption to the Surface Mining Law of 1977 from the Maryland Department of the Environment (MDE) for continued use of the County's Langmaid Road Borrow Pit by the Roads Division of Public Works. As stated in Mr. Tustin's memo, the exemption process would require the County Commissioners to adopt Reclamation Standards for County-Owned Surface Mines similar to the standards adopted by Wicomico County in April 2004. However, after a review of the Code of Public Local Laws, County Attorney Maureen Howarth advised that the local zoning regulations governing "Surface Mining" operations in the County would need to first be amended to specifically authorize the County Commissioners to adopt, by resolution, further standards for reclamation of County-owned surface mining operations. I have therefore drafted the attached Legislative Bill for the County Commissioners introduction and passage to address this situation. Please note that after introduction, the bill will need to be reviewed by the Worcester County Planning Commission, in accordance with the provisions of Section ZS 1-113(b) - Text Amendments, for recommendation prior to formal adoption.

Please present this matter to the County Commissioners for their consideration and introduction at their next Legislative Session on September 18, 2018. If you should have any questions or concerns with regard to this matter, please feel free to contact me.

**APPROVED**  
Worcester County Commissioners  
Date *Htl* 9/15/18



Worcester County

DEPARTMENT OF PUBLIC WORKS

6113 TIMMONS ROAD

SNOW HILL, MARYLAND 21863

RECEIVED  
AUG 13 2018  
Worcester County Admin

JOHN H. TUSTIN, P.E.  
DIRECTOR

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

TEL: 410-632-5623  
FAX: 410-632-1753

MEMORANDUM

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E., Director *JHT*  
**DATE:** August 13, 2018  
**SUBJECT:** Langmaid Road Borrow Pit

**DIVISIONS**

**MAINTENANCE**  
TEL: 410-632-3766  
FAX: 410-632-1753

**ROADS**  
TEL: 410-632-2244  
FAX: 410-632-0020

**SOLID WASTE**  
TEL: 410-632-3177  
FAX: 410-632-3000

**FLEET  
MANAGEMENT**  
TEL: 410-632-5675  
FAX: 410-632-1753

**WATER AND  
WASTEWATER**  
TEL: 410-641-5251  
FAX: 410-641-5185

Worcester County has been operating the subject Borrow Pit since the early 1970's located at the end of Langmaid Road, which is also the home of the Worcester County Sheriff's firing range. Recently, the Maryland Department of the Environment (MDE) has verbally requested that the County make said application for County Exemption to the Surface Mining Law of 1977, which does not apply to activities for the State Highway Administration or any County Roads Department in the State of Maryland. We were previously under the assumption that this exemption had been granted many years ago, but MDE has not been able to substantiate that claim. I have received the attached proposal from EA Engineering, and I have also solicited but have not received a similar proposal from another Engineering Consultant, in the amount of \$3,132.35 to perform the activities necessary to prepare the plans required to apply for the exemption to ensure that the Roads Department can periodically utilize the Borrow Pit to retrieve materials for related construction activities in the County. Funds are available within the FY 19 Roads Division Budget for this effort.

I've attached a copy of Resolution No. 575 that was adopted by Wicomico County in April of 2004 that we can use as a model for our Resolution which would outline the adopted reclamation standards that will need to be presented to MDE prior to receiving the exemption.

Should you have any questions in the mean time, please do not hesitate to contact me.

**Attachments**

cc: Frank Adkins

**APPROVED**  
Worcester County Commissioners  
Date *Htt* 8/24/18

RESOLUTION NO. **575**  
RECLAMATION STANDARDS FOR  
COUNTY OWNED SURFACE MINES

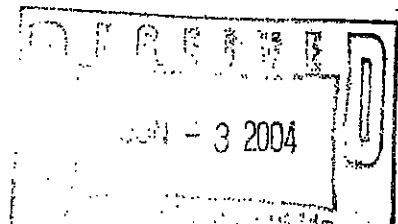
A RESOLUTION OF THE COUNTY COUNCIL OF WICOMICO COUNTY –  
RECLAMATION STANDARDS FOR COUNTY OWNED OR OPERATED BORROW  
PITS WHICH ARE UTILIZED FOR THE CONSTRUCTION OR MAINTENANCE OF  
COUNTY ROADS AND OTHER PUBLIC FACILITIES.

WHEREAS, the State Surface Mine Law, Title 15, Subtitle 8 of the the Annotated Code of Maryland, provides for the protection and conservation of the natural resources of the State of Maryland and the reclamation of areas of land affected in the surface mining of metallic and non-metallic minerals other than coal, aids in the protection of birds and wildlife, decreases soil erosion, prevents pollution of rivers, streams and lakes, prevents loss or waste of valuable mineral resources, prevents and eliminates hazards to health and safety, to provide for reclamation of mined areas so as to assure the use of these lands for productive purposes, and generally provides for the continued use and enjoyment of these lands.

WHEREAS, after January 1, 1977, no person may conduct an active operation to extract minerals by the surface mining method in the State without first obtaining a surface mining operator's license.

WHEREAS, after January 1, 1977, no licensed operator may engage in surface mining within the State of Maryland without first obtaining a surface mining permit which covers the affected land.

WHEREAS, the provisions of the Surface Mine Law do not apply to activities of the State Highway Administration, any County Roads Department in the State of Maryland, any legally-constituted public governing entities such as municipal corporations, or to activities of any person acting under contract with any of these public agencies or entities, on highway rights-of-way or borrow pits maintained solely in connection with the construction, repair and maintenance of the public roads system of the State of Maryland or other County or public facilities.



WHEREAS, this exemption does not become effective until the public agencies or entities have adopted reclamation standards applying to activities and the standards that are approved by the Maryland Department of the Environment.

WHEREAS, the County Council of Wicomico County desires to amend reclamation standards applying to the activities in County owned or operated borrow pits, which are utilized for the construction or maintenance of County Roads or other County facilities.

NOW THEREFORE, BE IT RESOLVED THIS      day of      , 2004, that the County Council of Wicomico County, Maryland, establish the following reclamation standards for County owned borrow pits:

**RECLAMATION STANDARDS FOR BORROW PITS OWNED BY  
WICOMICO COUNTY, MARYLAND**

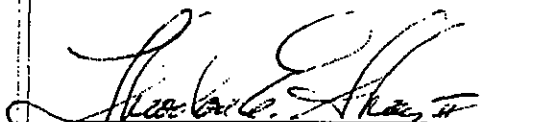
1. A completed "Application for County Exemption" form and a site plan of the affected land indicating previous and future use of the borrow pit shall be submitted to the Maryland Department of the Environment for review and approval.
2. Where applicable, the removal of borrow material should be staged so that reclamation can immediately follow completion of a portion of the site. Total reclamation shall be performed upon completion of removal of material from site.
3. Site selection of a borrow pit shall not violate any state or applicable local laws or ordinances – i.e., zoning, floodplain encroachment, sedimentation controls, Critical Area Plan, etc.
4. The Maryland Department of the Environment shall make periodic site inspection. The Maryland Department of the Environment shall also conduct a final review of the reclamation only after the Wicomico County Department of Public Works requests it.
5. If periodic inspections show that dust control, visual screening, and proper safety precautions are not being observed, then measures must be taken to correct these conditions.




6. Sediment Controls as recommended by the Natural Resources Conservation Service and approved by the Wicomico County Soil Conservation District shall be constructed prior to the start of mining operations.
- a. Surface runoff from surface mined areas shall be controlled by means of earth berms and sediment basins or traps.
  - b. Mountable berms across roadways shall be used to deflect surface runoff from roadways at critical areas.
  - c. All final slopes shall not exceed 3:1 above the water surface elevation or 2:1 below the water surface.
  - d. All disturbed area shall be seeded as mining is completed as follows:  
Lime - 100 lbs per 1,000 square feet or 2 Tons per acre.  
10-10-10 Fertilizer - 25 lbs. Per 1,000 square feet or 1,000 lbs. Per acre.  
Orchard Grass - 4 lbs. Per 1,000 square feet or 150 lbs. Per acre.  
Annual Rye Grass 3.2 lbs. Per 1,000 square feet or 2.5 bushels per acre.  
Serecia or Korean Lespedeza (hull-less seed) 0.5 lbs. Per 1,000 square feet or 20 lbs. Per acre.
  - e. A final inspection of reclamation shall be made by the Maryland Department of the Environment after receiving a written request from the Wicomico County Department of Public Works.

DONE AT SALISBURY, MARYLAND, THIS 20TH DAY OF APRIL, 2004.

ATTEST:

  
Theodore E. Shea, II,  
Administrative Director

COUNTY COUNCIL OF  
WICOMICO COUNTY, MARYLAND

  
Anthony S. Sarbanes, President at-Large



**MARYLAND DEPARTMENT OF THE ENVIRONMENT**

Land and Materials Administration • Minerals, Oil, & Gas Division

1800 Washington Blvd. Suite 655 • Baltimore Maryland 21230

(410) 537-3557 • 800-633-6101 x3557 • www.mde.maryland.gov

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12. Mining plan: Describe the preparation, sequence, mining method, depth of cut direction and duration.
13. Reclamation plan. Describe the proposed land use, steps and procedures for reclaiming site, method of conserving and restoring topsoil, amount and type of lime, fertilizer, seed and mulch to be used.
14. List all other permits required.
- a. Zoning: \_\_\_\_\_
- b. Soil Conservation District sediment and erosion control approval: \_\_\_\_\_
- \_\_\_\_\_
- c. Other: \_\_\_\_\_

I hereby certify that all of the information contained within this application is true and correct to the best of my knowledge.

Typewritten or printed name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# MARYLAND DEPARTMENT OF THE ENVIRONMENT

Land and Materials Administration • Minerals, Oil, & Gas Division  
1800 Washington Blvd. Ste 655 • Baltimore Maryland 21230  
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## Instructions for the Application for County Exemption

Accompanying the application shall be a letter from the county agency requesting the exemption, a notarized Landowner's Consent to Right of Entry and a sediment and erosion control plan approved by the local Soil Conservation District. Any other local State or Federal approvals must be obtained by the applicant.

A map shall be submitted, in duplicate, with this application. The map shall be on a scale not smaller than 1 inch = 200 feet, with a contour interval appropriate for the area and representative cross-sections. The map shall show the following:

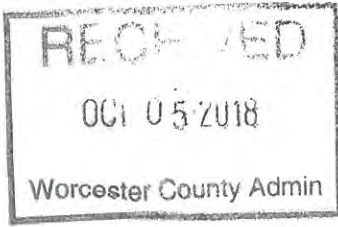
1. Site location of the tract of land to be affected.
2. Location and names of streams, road, railroads and utility lines that are on or immediately adjacent to the affected area.
3. Location of all buildings within 200 feet of the outer perimeter of the affected area.
4. Property lines.
5. Name of tract owner of affected area.
6. Names of adjacent landowners.
7. Municipality or district and county.
8. Location of test borings or sites of test samples, if any.
9. Outline and designation of pits, topsoil/subsoil storage areas, stockpiles, settling ponds, wetland areas, forested and reforestation lands, areas to be mined at a future date and haul road.

All documents, maps and materials submitted shall have the name and address of the applicant and the date placed on the front of the material for identification. Acreage not included in the application or under a valid county exemption may not be mined or used in conjunction with mining. If additional space is needed to answer a question use a plain sheet of paper and attach to the application.

The application and all inquiries regarding a county exemption should be directed to:

Minerals, Oil & Gas Division  
Land and Materials Administration  
Department of the Environment  
1800 Washington Blvd., Ste 655  
Baltimore, MD 21230  
(410) 537-3557

*This Notice is provided pursuant to § 10-624 of the State Government Article of the Maryland Code. The personal information requested on this form is intended to be used in processing your application. Failure to provide the information requested may result in your application not being processed. You have the right to inspect, amend, or correct this form. The Maryland Department of the Environment ("MDE") is a public agency and subject to the Maryland Public Information Act (Md. Code Ann., State Gov't §§ 10-601, et seq.). This form may be made available on the Internet via MDE's website and is subject to inspection or copying, in whole or in part, by the public and other governmental agencies, if not protected by federal or State law.*



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863  
TEL: 410-632-1200 / FAX: 410-632-3008  
[www.co.worcester.md.us/drp/drpindex.htm](http://www.co.worcester.md.us/drp/drpindex.htm)

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Edward A. Tudor, Director  
DATE: October 5, 2018  
RE: Bill 18-5 - Surface Mining

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At its meeting on October 4, 2018, the Worcester County Planning Commission reviewed Bill 18-5 which was introduced by the County Commissioners at their legislative session on September 18, 2018. As you are aware, this bill seeks to amend the surface mining regulations contained in the Zoning and Subdivision Control Article to add a provision allowing the County Commissioners to adopt by resolution further standards for reclamation of County-owned surface mining operations.

The Planning Commission had no comments or concerns with the proposed amendment and gave a favorable recommendation that it be adopted by the County Commissioners.

Attached herewith you will find a copy of the memorandum from Phyllis Wimbrow, Deputy Director, that transmits the Planning Commission's recommendation.

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

Attachment

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



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

# Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863  
TEL: 410-632-1200 / FAX: 410-632-3008  
[www.co.worcester.md.us/drp/drpindex.htm](http://www.co.worcester.md.us/drp/drpindex.htm)

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION

## MEMORANDUM

TO: Edward A. Tudor, Director  
FROM: Phyllis H. Wimbrow, Deputy Director *PHW*  
DATE: October 5, 2018  
RE: Planning Commission Recommendation - Bill 18-5 - Surface Mining



The purpose of this memo is to forward the Planning Commission's comments and recommendation regarding Bill 18-5 introduced by the County Commissioners at their legislative session on September 18, 2018. The Planning Commission reviewed this bill at its meetings on October 4, 2018. The bill was introduced at the behest of the County Administration and seeks to amend the surface mining regulations contained in the Zoning and Subdivision Control Article to provide that the County Commissioners may, by resolution, adopt further standards for reclamation of County-owned surface mining operations.

The Planning Commission had no comments or concerns with the proposed amendment to the regulations, concurring with the staff that it is a housekeeping measure, and gave a favorable recommendation to Bill 18-5.

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



26

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

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

OFFICE OF THE  
COUNTY COMMISSIONERS

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

September 21, 2018

**FAXED**  
9/21/18 @ 2:38 pm

TO: *The Daily Times* Group and *Ocean City Today* Group  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*

Please print the attached Notice of Introduction of Bill 18-6 in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on October 4, 2018 and October 18, 2018. Thank you.

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### NOTICE OF INTRODUCTION OF BILL 18-6 WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 18-6 (County Government - Competitive Bidding Threshold) was introduced by Commissioners Bunting, Church, Elder, Lockfaw, Mitrecic and Purnell on September 18, 2018.

A fair summary of the bill is as follows:

§ CG 4-202(a). (Repeals and reenacts this subsection to revise the bidding threshold to require competitive bidding for any single purchase involving an expenditure of more than twenty-five thousand dollars of County funds.)

#### A Public Hearing

will be held on Bill 18-6 at the Commissioners' Meeting Room, Room 1101 - Government Center, One West Market Street, Snow Hill, Maryland, **on Tuesday, October 23, 2018 at 11:00 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, is available for public inspection in Room 1103 of the Worcester County Government Center and is available on the County Website at [www.co.worcester.md.us](http://www.co.worcester.md.us).

THE WORCESTER COUNTY COMMISSIONERS

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 18-6

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BY: Commissioners Bunting, Church, Elder, Lockfaw, Mitrecic and Purnell

INTRODUCED: September 18, 2018

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A BILL ENTITLED

AN ACT Concerning

County Government - Competitive Bidding Threshold

For the purpose of amending the threshold for purchase of items requiring competitive bidding from \$10,000 to \$25,000.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Section CG 4-202(a) of the County Government Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

**§ CG 4-202. Purchasing and expenditures.**

- (a) Competitive bidding. Any single purchase or contract involving an expenditure of more than twenty-five thousand dollars of County funds shall be made from or let by bids or proposals after public notice for such period of time and in such manner as may be prescribed by law or as may be determined by the County Commissioners, provided, however, that where it is determined by a five-sevenths vote of the County Commissioners that bidding would be impractical or not in the best interest of the County Government, bidding requirements may be waived. Competitive bidding may include formal sealed bids or proposals, solicitations, invitations, auctions, competitions directly or through agents, or any other method employed to obtain the best results for the County. In awarding such contracts, the Commissioners may consider lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders, local presence of bidders and previous experience of bidders with County contracts. The Commissioners are not required to accept the lowest bid. The Commissioners may require security or bond from the successful bidder for the performance of their contract. The provisions of this section shall not be applicable to the engaging of an independent auditor or the awarding of contracts for professional services.

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 \_\_\_\_\_, 2018.

ATTEST:

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

\_\_\_\_\_  
Harold L. Higgins  
Chief Administrative Officer

\_\_\_\_\_  
Diana Purnell, President

\_\_\_\_\_  
Theodore J. Elder, Vice President

\_\_\_\_\_  
Anthony W. Bertino, Jr.

\_\_\_\_\_  
Madison J. Bunting, Jr.

\_\_\_\_\_  
James C. Church

\_\_\_\_\_  
Merrill W. Lockfaw, Jr.

\_\_\_\_\_  
Joseph M. Mitrecic

TEL: 410-632-1194  
FAX: 410-632-3131  
E-MAIL: admin@co.worcester.md.us  
WEB: www.co.worcester.md.us



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

OFFICE OF THE  
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

## Worcester County

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

September 12, 2018

Introduced as Bill 18-6  
Hearing on October 23, 2018

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*  
SUBJECT: Housekeeping Bill to Correct Bidding Threshold

\*\*\*\*\*

As you are aware, at their meeting on July 17, 2018, the County Commissioners adopted Resolution No. 18-19 Revising and Re-adopting Financial Management Rules and Procedures for County Departments. One of the more significant amendments included in our new Financial Management Procedures was to increase the threshold for purchase of items requiring competitive bidding from \$10,000 to \$25,000. Upon a recent review of the Code of Public Local Laws, I discovered that we also need to amend the "Competitive Bidding" section of the County Code to reflect this new threshold of \$25,000. I have therefore drafted the attached Legislative Bill for the County Commissioners introduction and passage to address this situation.

Please present this matter to the County Commissioners for their consideration and introduction at their next Legislative Session on September 18, 2018. If you should have any questions or concerns with regard to this matter, please feel free to contact me.

APPROVED  
Worcester County Commissioners  
Date *HT 9/18/18*

DRAFT

Strike and Replace Version

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 18-

BY:

INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

County Government - Competitive Bidding Threshold

For the purpose of amending the threshold for purchase of items requiring competitive bidding from \$10,000 to \$25,000.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Section CG 4-202(a) of the County Government Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

**§ CG 4-202. Purchasing and expenditures.**

- (a) Competitive bidding. Any single purchase or contract involving an expenditure of more than ~~ten~~ TWENTY-FIVE thousand dollars of County funds shall be made from or let by bids or proposals after public notice for such period of time and in such manner as may be prescribed by law or as may be determined by the County Commissioners, provided, however, that where it is determined by a five-sevenths vote of the County Commissioners that bidding would be impractical or not in the best interest of the County Government, bidding requirements may be waived. Competitive bidding may include formal sealed bids or proposals, solicitations, invitations, auctions, competitions directly or through agents, or any other method employed to obtain the best results for the County. In awarding such contracts, the Commissioners may consider lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders, local presence of bidders and previous experience of bidders with County contracts. The Commissioners are not required to accept the lowest bid. The Commissioners may require security or bond from the successful bidder for the performance of their contract. The provisions of this section shall not be applicable to the engaging of an independent auditor or the awarding of contracts for professional services.

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.

- (1) No office, department, institution, board, commission or other agency of County government shall, during any fiscal year, expend or contract to expend any money or incur any liability or enter into any contract which, by its terms, involves the expenditure of moneys in excess of the amounts appropriated or allotted for that category of expenditure identified in the Commissioner's budget-approving resolution for such fiscal year without prior approval of the Board of County Commissioners. Any such contract shall be voidable at the option of the County Commissioners.
- (2) The department head or person responsible for the administration of any department, institution, board, commission or agency budget in which there is an expenditure in excess of the amount appropriated or allotted may be held personally liable to the County Commissioners for the amount of any overexpenditure or any portion thereof where the department head knowingly and willfully permitted such overexpenditure without good cause, and the County Commissioners shall have the right of setoff against any amount due from the County Commissioners to such individual, including any salary due, to the extent necessary toward the full amount thereof. Before holding any individual personally liable, the County Commissioners shall provide the individual with a right to a hearing upon fifteen days written notice. [Amended 12-17-1985 by Bill No. 85-6]
- (g) Supplementary appropriations. The Board of County Commissioners, in order to meet emergency and unanticipated requirements, may, by resolution, make supplementary appropriations. The County Commissioners shall designate the source of funds for such supplementary appropriations.
- (h) Source of funds. The Board of County Commissioners may provide that an approved appropriation for a particular service, department or category of expenditure be funded, in whole or in part, from a specific revenue source and that funds collected from that revenue source, only to the extent necessary to satisfy the approved appropriation, be designated for that particular purpose. [Added 3-23-1982 by Bill No. 82-2]

§ CG 4-202. Purchasing and expenditures. \*

- (a) Competitive bidding. Any single purchase or contract involving an expenditure of more than ten thousand dollars of County funds shall be made from or let by bids or proposals after public notice for such period of time and in such manner as may be prescribed by law or as may be determined by the County Commissioners; provided, however, that where it is determined by a five-sevenths vote of the County Commissioners that bidding would be impractical or not in the best interest of the County government, bidding requirements may be waived. Competitive bidding may include formal sealed bids or proposals, solicitations, invitations, auctions, competitions directly or through agents, or any other method employed to obtain the best results for the County. In awarding such contracts, the Commissioners may consider lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders, local presence of bidders and previous experience of bidders with County contracts. The Commissioners are not required to accept the lowest bid. The Commissioners may require security or bond from the successful bidder for the performance of his contract. The provisions of this section shall not be applicable to the engaging of an independent auditor or the awarding of contracts for professional services. [Amended 8-20-2002 by Bill No. 02-11]

RESOLUTION NO. 18 - 19

**RESOLUTION REVISING AND RE-ADOPTING  
FINANCIAL MANAGEMENT RULES AND PROCEDURES  
FOR COUNTY DEPARTMENTS**

WHEREAS, the County Commissioners of Worcester County, Maryland (hereafter "County Commissioners") are entrusted by the taxpayers and citizens of Worcester County with the responsibility to adequately safeguard the public funds of the County and ensure that such funds are properly spent and accounted for; and

WHEREAS, the County Commissioners passed and adopted a Resolution on February 13, 1990 which was subsequently revised and re-adopted by Resolution No. 02-46 on November 19, 2002 to provide Financial Management Rules and Procedures for County Departments which consolidated all budget procedures, purchasing procedures, and other financial management matters into one document in order to ensure that all County Department Heads were familiar with said rules and procedures; and

WHEREAS, the County Commissioners have determined it to be necessary and advisable to update said Rules and Procedures;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND that the Financial Management Rules and Procedures for County Departments adopted by Resolution No. 02-46 on November 19, 2002 are hereby repealed and re-adopted to read as follows:

**WORCESTER COUNTY  
FINANCIAL MANAGEMENT RULES AND PROCEDURES  
FOR COUNTY DEPARTMENTS.**

I. **Budget Procedures.** The budget procedures described herein are in addition to the requirements set forth in Section CG 4-201 of the County Government Article of the Code of Public Local Laws of Worcester County, Maryland governing the County Expense Budget. That Section is attached hereto as Appendix "A".

- A. **Annual Budget Submission:** Each Department Head shall annually submit a requested budget for the next fiscal year. The requested budget shall be submitted to the Chief Administrative Officer on such date as identified in the Budget Adoption Schedule approved by the County Commissioners for that year. The budget shall be submitted in such manner and in such form as the Chief Administrative Officer may prescribe. The requested budget shall consist of a personnel budget and detailed expense budget which shall include comparative data showing amounts approved for the current year and amounts actually expended for the current year for each line item.

Agencies which maintain their own separate cash fund accounts shall be required to submit, as part of their requested budget, current balance sheets which shall indicate assets, liabilities, and restricted and unrestricted fund balances.

- B. Budget Approval and Authorization: The County Commissioners shall approve an annual budget for each department and agency. Approval of the budget shall constitute authorization to the Department Head to procure only those items identified in the approved budget which are not subject to any additional rules set forth herein.
- C. Authorization to Over-Expend: No budget account may be over-expended without the approval of the County Commissioners. If a Department Head anticipates that a budget account will become over-expended, they should notify the County Commissioners in writing and identify, if possible, another budget account within their department which may be under-expended. The County Commissioners may then authorize an over-expenditure in one budget account with a corresponding expected under-expenditure in another account. The County Commissioners may also authorize, in their sole discretion, an over-expenditure without a corresponding under-expenditure.
- D. Lapsed Appropriations: All unexpended or unencumbered appropriations in the current expense budget remaining at the end of the fiscal year shall revert to the County's unappropriated surplus except as may be provided herein. Expenditures in excess of \$2,000 for which contracts have been issued may be considered as accounts payable as of the end of the fiscal year if the actual expenditure occurs within sixty (60) days of the end of the fiscal year. Department Heads may submit a request to the County Commissioners, for authorization to carry forward to the next fiscal year any appropriation which is not expected to be expended prior to June 30. Such requests shall include documentation as to why the appropriation was unable to be expended prior to the end of the fiscal year and information indicating when the expense will be incurred. The County Commissioners may approve these authorizations as encumbrances against the budget year so ending.

**II. General Purchasing Procedures.** These procedures generally govern all purchasing. Additional specific procedures may apply to certain categories of purchases which are identified in Section III.

- A. Items Requiring Competitive Bidding: With the exception of vehicles, any items, or group of items, purchased under the same contract from the same vendor, estimated to be in excess of \$25,000 shall be purchased in accordance with bidding procedures referenced in Section IV hereof. Unless waived by the County Commissioners, competitive bidding is required for purchase of all vehicles regardless of the estimated price.
- B. Items Not Requiring Bidding: Where formal bidding is not required it shall be the responsibility of the Department Head to solicit comparative prices to perform the work or supply the products in accordance with the specifications from known suppliers of such products in accordance with the following guidelines: for items estimated to cost between \$10,000 and \$24,999, at least three proposals shall be solicited; for items estimated to cost between \$2,000 and \$9,999, at least two proposals shall be solicited; and for items estimated to cost below \$2,000, comparative proposals are preferred but not required, provided that in all cases, the Department Head shall make purchases with consideration to best possible price and value.

- C. Priority to Worcester County Vendors: Department Heads shall make an affirmative effort to give priority to Worcester County Vendors when purchasing non-bid items. Lowest available price criteria may be waived in favor of business location.
- D. Purchase Receipts: A copy of the signed payable edit listing signed by the Department Head or designee is to be forwarded to the Treasurer's Office with the vendors invoice after the goods have been received.
- E. County Discount and Tax Exemption: The Department Head shall insure that the County receives any applicable governmental discount and that State sales tax is not charged on any order unless required by the State. Under no circumstances may the County's tax exempt status or discount qualification status be used for the benefit of any personal or non-governmental purchase.
- F. Credit Card Purchases: Where a department has been issued and authorized credit cards, it shall be the responsibility of the Department Head to maintain proper control of the access to and use of the credit card and to insure that the credit card is used only for proper and authorized governmental purposes. A credit card may generally be used for certain travel, lodging, and meal expenses. A credit card should not be used to purchase any item which can be acquired under the standard purchasing procedures. A County credit card may not be used for any personal or non-governmental expense. When making credit card purchases the purchaser should secure a copy of the charge slip which clearly identifies the nature of the purchase and the account to which the purchase is to be charged. The charge slips shall be forwarded to the appropriate Department Head or the County Administration Office prior to the next billing date for the credit card. Debit cards may be used in a similar fashion as credit cards with the approval of the County Commissioners.
- G. Purchases from Petty Cash: Departments which maintain petty cash accounts may use the petty cash to make minor (generally less than \$50) purchases, to reimburse employees for minor miscellaneous out-of-pocket expenses (such as tolls), and to make other minor purchases where cash is required immediately. Adequate petty cash records should be maintained which include disbursement forms (which include descriptions and account numbers) and receipts for any items purchased. Requests for replenishment of petty cash accounts shall include a summary of charges and accounts to be charged and a report on the present balance of the petty cash account.
- H. Payment of Invoices: Invoices should first be reviewed by the Department Head to verify that the amounts are correct and that the goods have been received. The Department Head should forward the signed payable edit listing and invoice to the Treasurer's Office for processing and payment. The invoice or signed payable edit listing must indicate which of the Department's budget accounts should be charged. Checks will be prepared and signed and will be available for mailing to vendors each week. Normally all payments will be processed as identified above.
- I. Payment in Advance: State law prohibits the County government from making any payments to any contractor or vendor in advance of the actual receipt of the goods or completion of the work unless a performance bond has been posted by the vendor. This means that no such payments will be made in advance unless a performance bond has been submitted to and accepted by the County Commissioners. The Department Head is

responsible for certifying on the invoice that the goods have actually been received or that the work has actually been completed.

- J. Emergency Purchasing: An emergency condition is a situation that creates a threat to public health, welfare, or safety such as may arise from hurricanes, fires, floods, equipment failures, or other such reason as determined by the Chief Administrative Officer, or following an Emergency Declaration by the County Commissioners. The existence of such condition creates an immediate and serious need for supplies, equipment, materials, and services that cannot be met through normal procurement methods and the lack of which would threaten the function of County government or the health and welfare of County residents.

In case of an emergency which requires immediate purchase of supplies, equipment, materials, and services the Department Head with the approval of the Chief Administrative Officer is authorized to secure the items needed to protect the health or general welfare of the citizens of the County. Emergency procedures shall be limited to a quantity of those supplies, equipment, or contractual services necessary to meet the emergency. The Department Head making the emergency purchase shall notify the Finance Officer of any such purchase made no later than the first County working day following the purchase, unless extended by the Chief Administrative Officer. Such notification shall include a report containing a summary of the quotations received, a copy of the delivery record, and a written explanation of the circumstances of the emergency.

**III. Procurement Procedures for Specific Items**. In addition to the procedures set forth in Section II, the following procedures will apply to the specific categories of purchases identified below.

- A. Building and Property Expenses: Unless authorized otherwise by the County Commissioners, all purchases relating to County building maintenance and supplies (including janitorial supplies) shall be purchased by the County Public Works Department, which is authorized to charge the appropriate departmental building expense accounts for any such purchases.
- B. Vehicle Expenses: Except in emergency conditions or during extended out-of-County travel, all gasoline shall be acquired from the County's gas pumps or any other designated state or county facility in Maryland. Departmental vehicle expense accounts will automatically be charged for gasoline used by that Department. All minor vehicle repairs and routine service shall be performed at the Public Works Department or an authorized vendor approved by the Public Works Department or the County Commissioners. The Public Works Department shall be authorized to charge departmental vehicle expense accounts for work performed. Where the Public Works Department determines that any repair work is beyond the scope of their Department, it shall be the responsibility of the Department Head to secure competitive estimates through the Fleet Management Division of the Public Works Department for the repair work.



- C. Travel Expenses: Out-of-State travel must be approved in advance by the County Commissioners, except travel to adjoining States where no overnight stay is required or travel which is entirely covered by grant funds at no cost to the County, and provided that such travel is approved by the Department Head and the Chief Administrative Officer. The request for such approval shall identify the location, purpose, and estimated cost of the trip. If a cash advance is authorized, the Department Head shall submit an itemized report of the expenses (including receipts) and return any unused cash after the completion of the trip. Reimbursement for out-of-pocket expenses may be made upon submission of adequate documentation including lodging, meals, parking, tolls, and mileage reimbursement of personal vehicles.
- D. Office Supplies: There is no central purchasing for office supplies. Each department is responsible for purchasing office supplies as needed by that department.
- E. Computer, Telephone and Copy Equipment: Except for minor supplies, all other computer, telephone and copy equipment expenses including acquisition of new equipment, programming, and maintenance contracts, shall be centrally coordinated through the County Administration Office. County Administration may assign this responsibility to another department at their sole discretion or as directed by the County Commissioners.
- F. Insurance: Procurement of insurance shall be accomplished by the County Administration Office with the assistance of the Human Resources Department. Public officials who may be required to submit fidelity bonds are responsible for procuring those bonds directly.
- G. Capital Projects: Capital construction projects shall be procured by competitive bids based on formal specifications prepared by consulting architects and engineers or the County Engineer.
- H. Professional Service Contracts: Department Heads shall be responsible for preparing a draft Request for Proposals for professional services (such as consultants) to be submitted to the County Commissioners for approval in the same manner as normal bidding procedures. The County Commissioners may exempt from competitive bidding requirements the procurement of professional services, such as: accountants, architects, attorneys, auctioneers, construction managers, consultants, engineers, financial advisors, surveyors or any other professional services determined by the County Commissioners.

IV. **Worcester County Bidding Procedures.** Unless waived by the County Commissioners, purchase of all vehicles, as well as items or groups of items purchased under the same contract from the same vendor estimated to be in excess of \$25,000, shall be purchased in accordance with the bidding procedures identified below.

A. **Applicability**

1. **Bidding Threshold.** Any item, or group of items purchased under the same contract from the same vendor, estimated to be in excess of \$25,000 shall be purchased in accordance with these procedures.
2. **Applicability.** These procedures shall apply to all County departments (except those agencies which are independent political subdivisions).
3. **Exceptions.** The County Commissioners may make exception to these procedures in the following cases:
  - (a) The County Commissioners by a 5/7 majority vote may waive bidding requirements for purchases in excess of \$25,000 when they determine that bidding would be impractical or not in the best interest of the County.
  - (b) The County Commissioners may also specifically call for these bidding procedures to be followed for purchases less than \$25,000 when they determine it to be in the best interest of the County.
  - (c) Unless the County Commissioners so determine it to be in the best interest of the County, bidding procedures shall not be applicable to the engaging of an independent auditor or the awarding of contracts for professional services such as: accountants, architects, attorneys, auctioneers, construction managers, consultants, engineers, financial advisors, surveyors or any other professional services determined by the County Commissioners.

B. **Solicitation and Advertising of Bids**

1. **Advertising.** Except as identified below, a bid notice shall be advertised at least once in the official local newspaper(s) as approved from time to time by the County Commissioners for placement of legal advertising. If, in the opinion of the Chief Administrative Officer and the Department Head for whom the purchase is being made, there is likely to be insufficient bidders within Worcester County, then a bid notice may also be advertised in other newspapers as necessary.
2. **Closed Invitation.** The County Commissioners may determine that, considering the need for special service, a product or item may be purchased only from specifically identified suppliers. In that case, a closed invitation to bid will be sent only to those suppliers on a special invitation list approved by the County Commissioners.

C. Procedures

1. Specifications and Instructions to Bidders. When an item is required to be bid, the Department Head for whom the purchase is to be made shall prepare a draft specification for approval by the County Commissioners. The County Administration Office shall be responsible for placing the advertisements. The bid notice shall generally describe the goods or work being bid, shall indicate the date when bids are due and the bid opening, and shall indicate that specifications may be picked up at the County Administration Office, at another designated location, or downloaded from the County website. The bid notice shall also state that bids shall be returned to the County Administration Office to be opened by the Chief Administrative Officer or Assistant Chief Administrative Officer at a time and date specified in the notice.
2. Addendums to Specifications. No significant changes or amendments to the specifications shall be authorized unless approved by the County Administration Office. All addendums must be submitted to the County Administration Office when issued.
3. Review and Award of Bids. After bids are opened they shall be forwarded to the Department Head for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In their review and approval of the bids, the County Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.
4. Procedures When No Bids Are Received. If, after the advertisement of the bid notice and bid opening date, no bids are received by the County, the County Commissioners may then direct the Department Head to solicit at least three proposals to perform the work or supply the product in accordance with the specifications from known suppliers of such products or from suppliers suggested by the County Commissioners.
5. Preference for Local Suppliers. Even when bidding is not required under the provisions of this policy, it shall be the duty of every Department Head to make every effort to purchase products from local suppliers when possible (within Worcester County) and to seek the best possible price, and get comparative prices as appropriate, for any goods or services being purchased by the County.

V. **Other Financial Management Policies.** The following additional financial management rules and procedures shall apply in cases identified below. Any activity not covered herein may be the subject of additional rules and procedures or shall be administered as provided for in Section L hereof.

- A. **Procurement of Items Subject to Inventory:** The purchase of any item of furniture or equipment which is identified by a serial number or which exceeds \$10,000 in value shall be reported to the County Treasurer for inclusion on inventory records. The purchase of any vehicle or other item which is subject to title requirements shall be titled to the "County Commissioners of Worcester County, Maryland".
- B. **Contracts:** Only the "County Commissioners of Worcester County, Maryland" or their designee may enter into contracts on behalf of the County. Such contracts must be approved by the County Commissioners. No Department Head or other employee may execute a contract on behalf of the County unless specifically authorized by the County Commissioners.
- C. **Receipts:** Departments which are responsible for collecting fees or other revenues which are to be credited to the General Fund of the County should remit those receipts to the Treasurer's Office in a timely manner (preferably daily) on forms provided by the Treasurer's Office. The report to the Treasurer should be itemized and identify each individual payor, the purpose of the payment, the amount, and any identifying license or permit number (if applicable). A receipt should be given to the individual making the payment to the County. Receipts of grant revenues must be accompanied by a copy of the check and any supporting documentation when submitted. Receipts for overtime payroll reimbursements from private businesses must be accompanied by a copy of the check as well as the invoice(s) being paid. Receipts from the State of Maryland or the federal government and their departments or agencies must be accompanied by a copy of the check and any supporting documentation when submitted.
- D. **Separate Funds and Cash Accounts:** Separate funds and cash accounts may only be maintained where authorized specifically by law, or by resolution of the County Commissioners, or as approved by the Chief Administrative Officer or Finance Officer. Where such funds exist, a full accounting of transactions and balances shall be maintained on the County's General Ledger. Routine reports may be required. Opening such accounts or failure to report any such separate cash accounts may constitute misappropriation of government funds and the County Commissioners may institute appropriate legal proceedings. All accounts must be in the name of the "County Commissioners of Worcester County, Maryland."
- E. **Interdepartmental Charges:** Where a service or task can normally be accomplished by a County department to meet the needs of another County department, then that service should be made available if it does not over-burden the normal operations of the department. The department providing the service may make a charge to the department receiving the service for actual materials, supplies expended and labor, subject to approval of the Chief Administrative Officer or their designee.
- F. **Grant Administration:** Any applications for State or Federal grants must be approved by the County Commissioners and the grant application must be signed by the President of

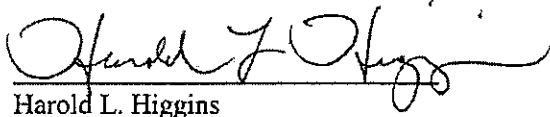
the County Commissioners. Each grant shall be assigned special revenue and expenditure accounts by the Budget Officer. The Department Head shall be responsible for preparing all application and reporting forms and complying with all grant conditions subject, however, to appropriate review and approval by County Administration. All grant expenditures shall be processed in accordance with normal purchasing and procurement rules including any special requirements of the grant.

- G. Payroll: Department Heads are responsible for submitting time sheets to the Treasurer's Office on a timetable and format approved by the Chief Administrative Officer or their designee. Time sheets should include the Employees' Identification Number. All payroll and personnel financial matters shall be governed in accordance with the Personnel Rules and Regulations as amended from time to time.
- H. Returned Checks: Checks received by the County for payment of a fee which are returned by the bank due to insufficient funds will be referred to the department which collected the fee. The department shall be responsible for contacting the payor to secure a good check or cash. The department should void whatever permit or license was granted pending receipt of proper payment, if full payment is not received within one week.
- I. Billing: Departments should prepare bills for services or items provided by or fees due to that department. The bill should indicate that payment should be made directly to the department. Receipts should be handled as described in the "Receipts" section of this policy.
- J. Financial Reports Available to Departments: Each Department Head shall be provided access to the financial reporting software (New World) which provides information and reports indicating the transactions for each of that department's budget accounts. Department Heads should carefully review their transaction reports in New World at least monthly and notify the Budget Officer of any discrepancies or questions.
- K. Solicitations and Donations: No County employee may solicit donations or payments for the County from the public unless specifically authorized by the County Commissioners. Any monetary donations which are made to the County or to any County department or agency must be placed and reported in an authorized fund or submitted as a General Fund receipt. Any donation of equipment must be reported to and approved by the County Commissioners prior to its delivery and, if accepted, included on inventory records. Department Heads may not use County funds for charitable donations or sponsorships.
- L. Administration and Interpretation: No deviations or changes to these Procedures and Rules shall be permitted without the approval of the County Commissioners; provided, however, that the Chief Administrative Officer shall be responsible for the administration and interpretation of the Rules as set forth herein.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

PASSED AND ADOPTED this 17<sup>th</sup> day of July, 2018.

ATTEST:

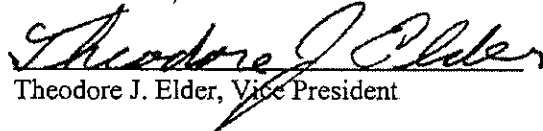


Harold L. Higgins  
Chief Administrative Officer

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND



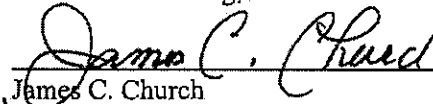
Diana Purnell, President



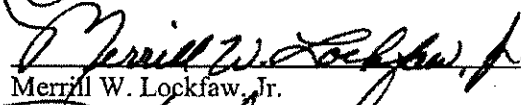
Theodore J. Elder, Vice President

\_\_\_\_\_  
Anthony W. Bertino, Jr.

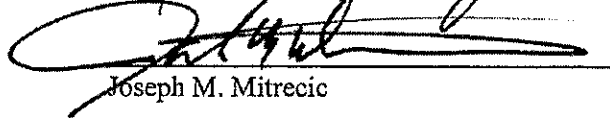
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Madison J. Bunting, Jr.



James C. Church



Merrill W. Lockfaw, Jr.



Joseph M. Mitrecic

# APPENDIX A

## County Expense Budget

### SUBTITLE II

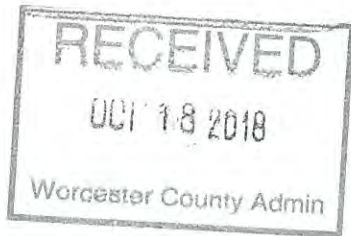
#### Financial Administration

##### § CG 4-201. Expense budget.

- (a) General provisions. The Board of County Commissioners shall, by resolution, annually adopt an expense budget detailing anticipated revenues, estimated expenditures and disposition of reserve funds. The County Commissioners shall adopt, by resolution, as part of said budget, tax rates sufficient to raise anticipated tax revenues. The estimated expenditures so adopted shall not exceed the anticipated revenues and reserve funds available.
- (b) Procedures. On or before April 15 of each year, the head of each department or agency funded in whole or in part by County funds shall submit to the Administrative Director, in such form as he shall prescribe, an itemized estimate of the revenues and expenditures of the department or agency for current expenses for the next fiscal year. On or before April 30 of each year, the Administrative Director shall consolidate estimates of expenditures, revenues and reserve funds and transmit the requested expense budget to the Board of County Commissioners.
- (c) Hearing, adoption and publication. On or before May 30 of each year, the Board of County Commissioners shall hold a public hearing on the expense budget. Said budget or a fair summary thereof shall be advertised at least once per week for two weeks in a newspaper of general circulation in the County prior to the date of the public hearing, and copies of said budget shall be available for public inspection in the office of the County Commissioners. On or before the first Tuesday in June, the Board of County Commissioners shall adopt the expense budget and tax rates. The adopted budget and tax rates shall be published in a newspaper of general circulation in the county at least once per week for two weeks before September 1 of each year.
- (d) Lapsed appropriations. Except as may be specifically provided by Public General Law, Local Law or resolution of the Board of County Commissioners, all unexpended and unencumbered appropriations in the current expense budget remaining at the end of the fiscal year shall revert to the County's unappropriated surplus.
- (e) Administration and reports. The Administrative Director shall be responsible to the Board of County Commissioners for the proper administration and execution of the expense budget. The Administrative Director shall furnish records and reports relating to the expense budget as requested by the Board of County Commissioners.
- (f) Appropriation control.

- (1) No office, department, institution, board, commission or other agency of County government shall, during any fiscal year, expend or contract to expend any money or incur any liability or enter into any contract which, by its terms, involves the expenditure of moneys in excess of the amounts appropriated or allotted for that category of expenditure identified in the Commissioner's budget-approving resolution for such fiscal year without prior approval of the Board of County Commissioners. Any such contract shall be voidable at the option of the County Commissioners.
  - (2) The department head or person responsible for the administration of any department, institution, board, commission or agency budget in which there is an expenditure in excess of the amount appropriated or allotted may be held personally liable to the County Commissioners for the amount of any overexpenditure or any portion thereof where the department head knowingly and willfully permitted such overexpenditure without good cause, and the County Commissioners shall have the right of setoff against any amount due from the County Commissioners to such individual, including any salary due, to the extent necessary toward the full amount thereof. Before holding any individual personally liable, the County Commissioners shall provide the individual with a right to a hearing upon fifteen days written notice. [Amended 12-17-1985 by Bill No. 85-6]
- (g) Supplementary appropriations. The Board of County Commissioners, in order to meet emergency and unanticipated requirements, may, by resolution, make supplementary appropriations. The County Commissioners shall designate the source of funds for such supplementary appropriations.
- (h) Source of funds. The Board of County Commissioners may provide that an approved appropriation for a particular service, department or category of expenditure be funded, in whole or in part, from a specific revenue source and that funds collected from that revenue source, only to the extent necessary to satisfy the approved appropriation, be designated for that particular purpose. [Added 3-23-1982 by Bill No. 82-2]





27

BILLY BIRCH  
DIRECTOR

EMERGENCY SERVICES  
**Worcester County**  
GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1002  
SNOW HILL, MARYLAND 21863-1193  
TEL: 410-632-1311  
FAX: 410-632-4686

To: Harold Higgins, Chief Administrative Officer  
From: Fred Webster, Director of Emergency Services  
Re: State Homeland Security Emergency Management Performance Grant  
Date: 17 October 2018

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Attached with this memo is a copy of the State Homeland Security EMPG Sub-Recipient Agreement. The money, from FEMA, is granted to the State of Maryland and the county then becomes a sub-grantee of the funding. This agreement covers the grant period from 1 October 2017 to 30 September 2019. The Sub-Recipient title, signature, FEIN and DUNS numbers along with date signed are at the bottom of page 1 of the document. The purpose of the grant is to support state and local efforts in Emergency Preparedness.

The agreement of \$74,651.35 is due back to the Maryland Emergency Management Agency no later than 12 November 2018.

I'm available to answer any questions you may have.

**2018 Subrecipient Agreement**  
for  
**Worcester County Emergency Services**

<b>1. Sub-Recipient Name and Address</b>	<b>2. Prepared by:</b> <i>Whitestone, Danielle</i>	<b>3. MEMAGMS Award Number:</b> 18-SR 8861-01
------------------------------------------	----------------------------------------------------	--------------------------------------------------

Worcester County Emergency Services

<b>4. Federal Grant Information</b>
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<b>Federal Grant Title:</b>	Emergency Management Performance Grant
<b>Federal Grant Award Number/CFDA Number:</b>	EMW-2018-EP-00002-S01 / 97.042
<b>Federal Granting Agency:</b>	U.S. Department of Homeland Security Federal Emergency Management Agency

<b>5. Award Amount and Grant Breakdowns</b>
---------------------------------------------

**Total Award Amount**  
\$74,651.35  
*100% Match Required*

**2018 Emergency Management Performance Grant**

**Performance Period:**  
FROM Oct 1, 2017 – Sep 30, 2019

**6. Statutory Authority for Grant:**

**Authorizing Authority for Program** National Flood Insurance Act of 1968 (42 U.S.C. 4001 et seq.); Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.); Earthquake Hazards Reduction Act of 1977 (42 U.S.C. 7701 et seq.); Reorganization Plan No. 3 of 1978 (5 U.S.C. App.); and, Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), Public Law 109-295, as amended, (6 U.S.C. § 762). **Appropriation Authority for Program** *The Department of Homeland Security Appropriations Act, 2017*

**7. Method of Payment:** Primary method is reimbursement.

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

<b>9. Agency Approval</b>
---------------------------

**Approving SAA Official:**  
Donald Lumpkins, Chief Financial Officer  
Maryland Emergency Management Agency

**Signature of SAA Official:**

**Date:**

<b>10. Sub-Recipient Acceptance</b>
-------------------------------------

I have read and understand the attached Agreement Articles.

**Type name and title of Authorized Sub-Recipient official:**

**Signature of Sub-Recipient Official:**

**11. Enter Federal Employer Identification Number (FEIN) and DUNS number:**  
526001064

**12. Date Signed :**

13. DUE DATE: 11/12/2018

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

**AGREEMENT ARTICLES**

**Emergency Management Performance Grants**

**GRANTEE:** Maryland Emergency Management Agency  
**PROGRAM:** Emergency Management Performance Grants  
**AGREEMENT NUMBER:** EMP-2018-EP-00002-S01

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<b>Article V Recipient Integrity and Performance</b>	<b>Reporting of Matters Related to</b>
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<b>Article XLII</b>	<b>Payment Type</b>

### **Article I - Whistleblower Protection Act**

**Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.**

### **Article II - Use of DHS Seal, Logo and Flags**

**Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.**

### **Article III - USA Patriot Act of 2001**

**Recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. Sections 175-175c.**

### **Article IV - Universal Identifier and System of Award Management (SAM)**

**Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.**

### **Article V - Reporting of Matters Related to Recipient Integrity and Performance**

**If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the**

government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article VI - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **Article VII - Trafficking Victims Protection Act of 2000**

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

#### **Article VIII - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### **Article IX - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article X - Reporting Subawards and Executive Compensation – Applies to MEMA only.**

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XI - Procurement of Recovered Materials**

Recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## **Article XII - Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the *Bayh-Dole Act, Pub. L. No. 96-517*, as amended, and codified in 35 U.S.C. Section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. Section 401.14.

## **Article XIII - Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

## **Article XIV - Non-supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

## **Article XV - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

## **Article XVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to DHS Recipient Guidance-access-people-limited and additional resources on <http://www.lep.gov>.

## **Article XVII - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, (15 U.S.C. Section 2225a), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, (15 U.S.C. Section 2225).



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**Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.**

## **Article XIX - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

**Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.**

## **Article XX - Americans with Disabilities Act of 1990**

**Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101- 12213).**

## **Article XXI - Age Discrimination Act of 1975**

**Recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.**

## **Article XXII - Activities Conducted Abroad**

**Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.**

## **Article XXIII - Acknowledgment of Federal Funding from DHS**

**Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.**

## **Article XXIV - Federal Leadership on Reducing Text Messaging while Driving**

**Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in**

**Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.**

#### **Article XXV - Federal Debt Status**

**Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)**

#### **Article XXVI - False Claims Act and Program Fraud Civil Remedies**

**Recipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)**

#### **Article XXVII - Energy Policy and Conservation Act**

**Recipients must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.**

#### **Article XXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

**Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19**

#### **Article XXIX - Duplication of Benefits**

**Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.**

#### **Article XXX - Drug-Free Workplace Regulations**

**Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).**

## **Article XXXI - Debarment and Suspension**

**Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.**

## **Article XXXII - Copyright**

**Recipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.**

## **Article XXXIII - Civil Rights Act of 1968**

**Recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. Section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Section 100.201.)**

## **Article XXXIV - Civil Rights Act of 1964 - Title VI**

**Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.**

## **Article XXXV - DHS Specific Acknowledgements and Assurances**

**All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.**

- 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS or MEMA.**

- 2. Recipients must give DHS and MEMA access to, and the right to examine and**

copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS and MEMA regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

#### Article XXXVI - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form) Standard Form 424B Assurances -Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

## **Article XXXVII - National Environmental Policy Act**

**Recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.**

## **Article XXXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

**It is DHS and MEMA policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.**

## **Article XXXIX - Acceptance of Post Award Changes**

**In the event MEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please contact MEMA if you have any questions.**

## **Article XL - Disposition of Equipment Acquired Under the Federal Award**

**When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from MEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.**

## **Article XLI - Prior Approval for Modification of Approved Budget**

**Before making any change to the MEMA approved budget for this award, prior written approval with a detailed justification must be requested and provided to MEMA via MEMAGMS.**

## **Article XLII - Payment Type - Applies to MEMA only.**

**Block 13 (Assistance Arrangement) in the Obligating Document indicates "Cost Reimbursement" as the Payment type. However, as per 2 CFR 200.305 (Payment), for states, payments are governed by Treasury-State CMIA agreements and default procedures codified in 31 CFR Part 205 and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies. Funding is available for drawdown through FEMA's Payment and**

**Reporting System (PARS) upon notice of award. Drawdowns must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the state.**



### 2018 Sub-Recipient Agreement

for  
Worcester County Emergency Services

Date of Award:

10/11/2018

1. Sub-Recipient Name and Address:	2. Prepared by: <i>Monette, Janet</i>	3. MEMAGMS Award Number: 18-SR 8801-02
County Commissioners of Worcester County, Maryland	4. Federal Grant Information:	
	Federal Grant Title:	State Homeland Security Grant Program
	Federal Grant Award Number/CFDA Number:	EMW-2018-SS-00023SHSP / 97.087
Federal Granting Agency:	U.S. Department of Homeland Security	

5. Award Amount:	
Total Award Amount  \$72,947.96	2018 State Homeland Security Program  Performance Period: FROM Sep 1, 2018 – Aug 31, 2020

6. Statutory Authority for Grant: This project is supported under the Homeland Security Act of 2002 as amended as amended (Public Law 107-296),(6USC603) Appropriations Authority for Grant: The Department of Homeland Security Appropriations Act, 2017

7. Method of Payment: Primary method is reimbursement.

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

9. Agency Approval	
Approving SAA Official: Donald Lumpkins, Chief Financial Officer Maryland Emergency Management Agency	Signature of SAA Official:  Date:

10. Sub-Recipient Acceptance	
I have read and understand the attached Special Terms and Conditions and Certifications and Assurances.	
Type name and title of Authorized Sub-Recipient official:	Signature of Sub-Recipient Official:

11. Enter Federal Employer Identification Number (FEIN) and DUNS number: 528001084	12. Date Signed:
---------------------------------------------------------------------------------------	------------------

13. DUE DATE: 11/29/2018  
Signed award must be returned to the SAA on or before the above due date.

**AGREEMENT ARTICLES Homeland Security Grant Program**

**Maryland Emergency Management**

**GRANTEE:**

**Agency**

**PROGRAM:**

**Homeland Security Grant Program**

**AGREEMENT NUMBER:**

**EMW-2018-SS-00023-S01**

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Article XXXVI	Whistleblower Protection Act
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Article XXXVIII	Prior Approval for Modification of Approved Budget
Article XXXIX	Assurances, Administrative Requirements, Cost Principles, and Audit Requirements
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**Article I - Summary Description of Award**

The purpose of the FY 2018 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the

National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$5,882,000 and Urban Area Security Initiative (UASI) funding in the amount of \$4,000,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

**Article II - Acknowledgment of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**Article III - Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article IV - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, Section 6101 et

seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### Article V - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101- 12213).

#### Article VI - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

#### Article VII - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

#### Article VIII - Civil Rights Act of 1968

Recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. Section 3601 et seq.), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See [24 C.F.R. Section 100.201](#).)

#### Article IX - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

#### Article X - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### Article XI - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 CFR part 3001](#), which adopts the Government-wide implementation ([2 CFR part 182](#)) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

#### Article XII - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

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Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

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Recipients must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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Recipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)

#### Article XVI - Federal Debt Status

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

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Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

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Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

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In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, (15 U.S.C. Section 2225a), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, (15 U.S.C. Section 2225).

#### Article XX - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

#### Article XXI - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

#### Article XXII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### Article XXIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6

C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

#### Article XXIV - Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### Article XXV - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

#### Article XXVI - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. Section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. Section 401.14.

#### Article XXVII - Procurement of Recovered Materials

Recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### Article XXVIII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### Article XXIX - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

#### Article XXX - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### Article XXXI - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### Article XXXII - Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

#### Article XXXIII - Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

#### Article XXXIV - USA Patriot Act of 2001

Recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. Sections 175-175c.

#### Article XXXV - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### Article XXXVI - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

#### Article XXXVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please contact MEMA if you have any questions.

#### Article XXXVIII - Prior Approval for Modification of Approved Budget

Before making any change to the MEMA approved budget for this award, you must request prior written approval from MEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than the simplified acquisition threshold as defined at 2 C.F.R Section 200.88 (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from MEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### Article XXXIX - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

#### Article XL - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give MEMA & DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate MEMA officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin

(including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

**6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin(including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.**

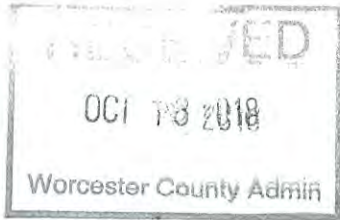
**The United States has the right to seek judicial enforcement of these obligations.**

**Article XLI - Reporting of Matters Related to Recipient Integrity and Performance**

**If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.**

**Article XLII - Disposition of Equipment Acquired Under the Federal Award**

**When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.**



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EMERGENCY SERVICES  
**Worcester County**  
GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1002  
SNOW HILL, MARYLAND 21863-1193  
TEL: 410-632-1311  
FAX: 410-632-4686

BILLY BIRCH  
DIRECTOR

To: Harold Higgins, Chief Administrative Officer  
From: Fred Webster, Director of Emergency Services  
Re: State of Maryland 700 MHz Radio Agreement  
Date: 17 October 2018

---

Provided for your approval is a Memorandum of Understanding between the Maryland DoIT, the Maryland Statewide Interoperability Radio Control Board and the County for use of radio talk groups from the Maryland 700 MHz radio system.

This agreement solidifies verbal agreements allowing us to program certain talk groups from the Maryland FIRST system into our radios and for DoIT to program certain talk groups from our system into radios operated by State Police and other State agencies into their radios.

I'm available to answer any questions you may have.

Interoperability User

**MEMORANDUM OF UNDERSTANDING**

Maryland Department of Information Technology  
AND

County Commissioners of Worcester County, Maryland on behalf of the Worcester County,  
Department of Emergency Services

**THIS MEMORANDUM OF UNDERSTANDING ("MOU")** is made by and between the **DEPARTMENT OF INFORMATION TECHNOLOGY ("DoIT")**, a principal department of the State of Maryland ("State"), the **MARYLAND STATEWIDE INTEROPERABILITY RADIO CONTROL BOARD ("Board")**, and the **County Commissioners of Worcester County, Maryland on behalf of the Worcester County, Department of Emergency Services (Worcester CO, MD DES)** executing this agreement below.

**WHEREAS**, the State operates and is building a statewide 700 MHz radio communications system ("System" or "Maryland FiRST") for the purpose of providing statewide radio coverage to law enforcement, fire and EMS services, and other eligible users under 47 CFR §§ 90.523 and 2.103(b);

**WHEREAS**, Worcester CO, MD DES provides first responder services to the public or otherwise satisfies the eligibility requirements of 47 CFR § 90.523(a);

**WHEREAS**, subject to the Board's approval, DoIT allows eligibles under 47 CFR § 90.523 to access and use the System for first responder voice communications consistent with 47 CFR §§ 90.179 and 90.421 concerning the shared use of the radio stations, mobile and/or portable units; and

**WHEREAS**, the purpose of this MOU is for enabling basic interoperability use between the State of Maryland and a non-state public safety entity.

**NOW, THEREFORE**, in consideration of the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:



## Interoperability User

### A. Recitals

The Recitals set forth above are hereby incorporated and made a part of this MOU.

### B. DoIT and the Board obligations: DoIT and the Board shall:

1. Abide by, and act in accordance with the laws of the United States, applicable regulations of the Federal Communications Commission, and decisions and directions of the Board.
2. Develop operating protocols in concert with all applicable users, to facilitate efficient and reliable operations that are consistent with federal guidelines and/or public safety/service "best practices."
3. Monitor System utilization and report to Worcester CO, MD DES if system capacity constraints in operating cells require remediation.

### C. Worcester CO, MD DES obligations: Worcester CO, MD DES shall:

1. In the event that Worcester CO, MD DES uses Frequency Division Multiple Access ("FDMA") technology and radios, also known as P-25 Phase 1, access to MD FiRST talkgroups may be limited based off of system capacity limitations.
2. Comply with the applicable laws of the State, the United States, as well as applicable regulations of the Federal Communications Commission. System use will be limited to public safety and first responder communications as defined in 47 U.S.C. § 337 (f) (1), and all applicable provisions of 47 CFR Part 90, Subpart R.
3. Abide by, and act in accordance with, the decisions, directions, Acceptable Use Policy as provided by the State, adopted operating protocols, and minimum training standards established and set by the Board.
4. Be responsible for the development of the radio codeplugs used to program its radios and for the programming of its subscriber equipment by technicians and engineers within Worcester CO, MD DES or under contract and/or agreement to Worcester CO, MD DES for radio maintenance and/or service. Worcester CO, MD DES shall use State 700MHz channels identified in 47 CFR § 90.531(b)(5) as assigned by the PMO. Worcester CO, MD DES will be responsible for the development of codeplugs and the programming of its radios, (c) Worcester CO, MD DES should program every subscriber device with the 700 and 800 MHz nationwide interoperability channels as defined in the MD FiRST nationwide interoperability template. All Worcester CO, MD DES radios shall contain programming to support MD CALL and MD TAC talkgroups as well as the nationwide 700 MHz public service interoperability frequency, GTAC77D.

## Interoperability User

5. Worcester CO, MD DES shall not share its use of or access to the System without the prior written consent of DoIT.
6. Worcester CO, MD DES shall notify DoIT if there is any change in its inventory of equipment it uses to access the System, including, but not limited to, lost or stolen devices.
7. Worcester CO, MD DES will use “plain language” to provide seamless interoperable communications with other first responders.
8. Worcester CO, MD DES shall follow were possible the Region 20 ID Plan for the assignment of P25 identification numbers used in subscriber device.
9. Worcester CO, MD DES shall be responsible for the proper use of each device used to access the System Worcester CO, MD DES shall follow any applicable radio protocol applicable to System use established by the FCC, DoIT State Radio System Division, or the Board (e.g., transmission breaks during lengthy traffic, deferral to emergency traffic, etc.). Frequencies and bandwidth supporting the System are at a premium, and use of the System is for legitimate public safety purposes only. A telephone should be used for other traffic as appropriate. Worcester CO, MD DES will program subscriber devices to employ a time-out-timer to prevent radios from locking up systems unnecessarily. Worcester CO, MD DES will establish the time-out-timer interval.
10. Worcester CO, MD DES shall consult with DoIT regarding any mobile transmitter RF power output issues. This includes restrictions as to the use of gain-type antennas and any other apparatus designed to increase the effective radiated power of the radio.
11. Worcester CO, MD DES understands that DoIT maintains the right to audit its list of System access device users and/or MD FiRST programming information at any time.

### **D. Term**

This MOU shall be effective on the date that signatures are received from both DoIT and Worcester CO, MD DES and shall continue until June 30, 2037, or until terminated by a party upon 180 days advance written notice of the termination to the other parties.

### **E. Renewal Term**

This MOU shall automatically renew for an additional 24 months at the end of the initial term and upon the same terms and conditions as set forth herein, unless, at

Interoperability User

least 180 days prior to the end of the initial term, Worcester CO, MD DES provides DoIT with written notification of its intent not to renew.

**F. Notices**

1. All notices given under this MOU, except for emergency service requests, shall be made in writing.
2. Each party to this MOU shall identify single points of contact in support of the administration of this MOU for addressing of interagency issues that may arise hereunder.
3. Each party will make certain that it has an updated list of staff contacts to facilitate communication and to resolve issues as they may arise.
4. Each party agrees to assign appropriate staff to serve as a single point of contact should any personnel changes occur.
5. All notices shall be sent at the addresses set forth below:

<b>FOR Worcester County, Maryland Department of Emergency Services :</b>	
Name	
Title	
Address	
City, State, Zip	
Phone	
E-mail	

<b>FOR DoIT:</b>	
Name	Michael Leahy
Title	Secretary, Dept. of Information Technology
Address	100 Community Place
City, State, Zip	Crownsville , MD 21032
Phone	410.697.9401
E-mail	Michael.Leahy@maryland.gov

<b>FOR MSIRCB:</b>	
Name	Norman Farley
Title	Director, Statewide Interoperable Communication
Address	100 Community Place
City, State, Zip	Crownsville, MD 21032
Phone	410.697.9681
E-mail	Norman.farley@maryland.gov

**G. Changes**

This MOU may be amended, modified or supplemented only as specifically agreed upon in writing between the parties and any such amendments, modifications or supplements may not change significantly the scope of this MOU.

**H. Disputes**

If any dispute or issue of non-performance arises under this Agreement, the parties agree to resolve the issue at the lowest management level of each party. In the event the issue remains unresolved, the parties agree to immediately escalate the issue to upper-level management for their consideration. In all events, the parties will negotiate, in good faith, a mutually agreeable solution. In the event all parties cannot agree on a solution, the issue shall be directed to the Board for resolution.

**I. Controlling Law**

The laws of the State of Maryland shall govern the interpretation and enforcement of this MOU.

**J. Termination for Convenience**

A party may terminate this MOU, in whole or in part, at any time upon 180 days prior written notice to the other parties whenever the terminating party determines it is in its best interest to terminate this MOU.

**K. Orderly Termination**

In the event of any termination or expiration of this MOU, each party shall reasonably cooperate in good faith with the other Parties to assure an orderly and efficient transition from the services provided hereunder.

**L. Indemnification**

No party assumes liability for the acts or omissions of the other parties or its agents. Nothing in this MOU shall be construed to extend the immunities of one Party and its agents to the other parties or its agents.

**M. Non-assignment**

No party may assign any rights or interests nor delegate its duties under this MOU, in whole or in part, without the express prior written permission of the other Parties.

## Interoperability User

Without such written permission, any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

### **N. Severability**

The terms of this MOU are severable. If any term or provision herein is declared to be illegal, void, unenforceable or otherwise invalid, in whole or in part, the remainder of the terms and provisions of this MOU shall remain valid and enforceable in full force and effect.

### **O. Waiver**

A waiver by any party of any breach or default by any other party under this MOU shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

### **P. Entire Agreement**

This MOU contains the entire agreement among the parties regarding the subject matter hereof and supersedes any and all previous agreements, whether written or oral, between or among the parties.

[SIGNATURES ON NEXT PAGE]

Interoperability User

**IN WITNESS WHEREOF**, the Parties hereto have caused these actions to be executed individually or by appropriate authorized officers on the date and year below written.

County Commissioners of Worcester County, MD

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MARYLAND DEPARTMENT OF INFORMATION TECHNOLOGY  
&  
STATEWIDE INTEROPERABILITY RADIO CONTROL BOARD

By: \_\_\_\_\_

Name: Michael G. Leahy

Title: Secretary, DoIT

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
County Commissioners of Worcester County, MD

Name: \_\_\_\_\_

Title: \_\_\_\_\_

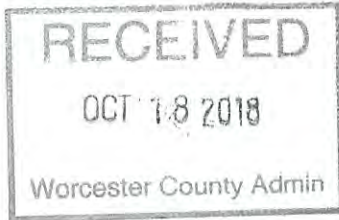
Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant Attorney General, DoIT

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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BILLY BIRCH  
DIRECTOR

EMERGENCY SERVICES  
**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1002  
SNOW HILL, MARYLAND 21863-1193  
TEL: 410-632-1311  
FAX: 410-632-4686

To: Harold Higgins, Chief Administrative Officer  
From: Fred Webster, Director of Emergency Services  
Re: Operation Tourist Boom  
Date: 17 October 2019

---

The Maryland Army National Guard (Guard) in conjunction with the Town of Ocean City will be conducting an exercise entitled Operation Tourist Boom, from Friday, 2 November through Sunday 4 November on the beach at Ocean City.

The Guard has been working to develop scenarios, solidify venues, logistics and communications capabilities over the last several months. Worcester County Emergency Planner Tom Kane was involved with the planning sessions prior to his departure from the county. The exercise is designed to include deployment and response operations in support of local authorities in a simulated Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) and active shooter response. At this point, according to Col. Dods, the Sheriff's Office will become involved once receiving a request from Ocean City Police to respond for a major incident in the Town. Request for County fire and EMS were not provided until 4 October and were forwarded to the Fire Chief's by email. There were no specifics provided as the types and number of pieces requested.

Copies of the PowerPoint that was presented by Ocean City Emergency Services to the Town of Ocean City Council are attached.

I'm available to answer any questions you may have.

**OCEAN CITY, MARYLAND  
DOMESTIC RESPONSE EXERCISE  
“OPERATION TOURIST BOOM”**

**EXERCISE DATE OF SATURDAY 3 NOVEMBER 2018**

NOVEMBER 2018 EXERCISE OVERVIEW/ OC MAYOR AND COUNCIL MEETING BRIEFING 4  
SEPTEMBER 2018





# Ocean City, Maryland Domestic Response Exercise “Operation Tourist Boom”

OC, MD Emergency Operations Center

OCMD PD / FD / EMS

Maryland State Police

Maryland DNR Police

Worcester Co. Sheriff Dept.

U.S. Park Police (Assateague)

Civil Air Patrol (Wicomico)

Ocean City Airport

Atlantic General Hospital

58<sup>th</sup> Troop Command, MDARNG

ARNORTH

U.S. Coast Guard

U.S. Navy



EXERCISE//UNCLASSIFIED//FOR OFFICIAL USE ONLY//EXERCISE

## Exercise Objectives

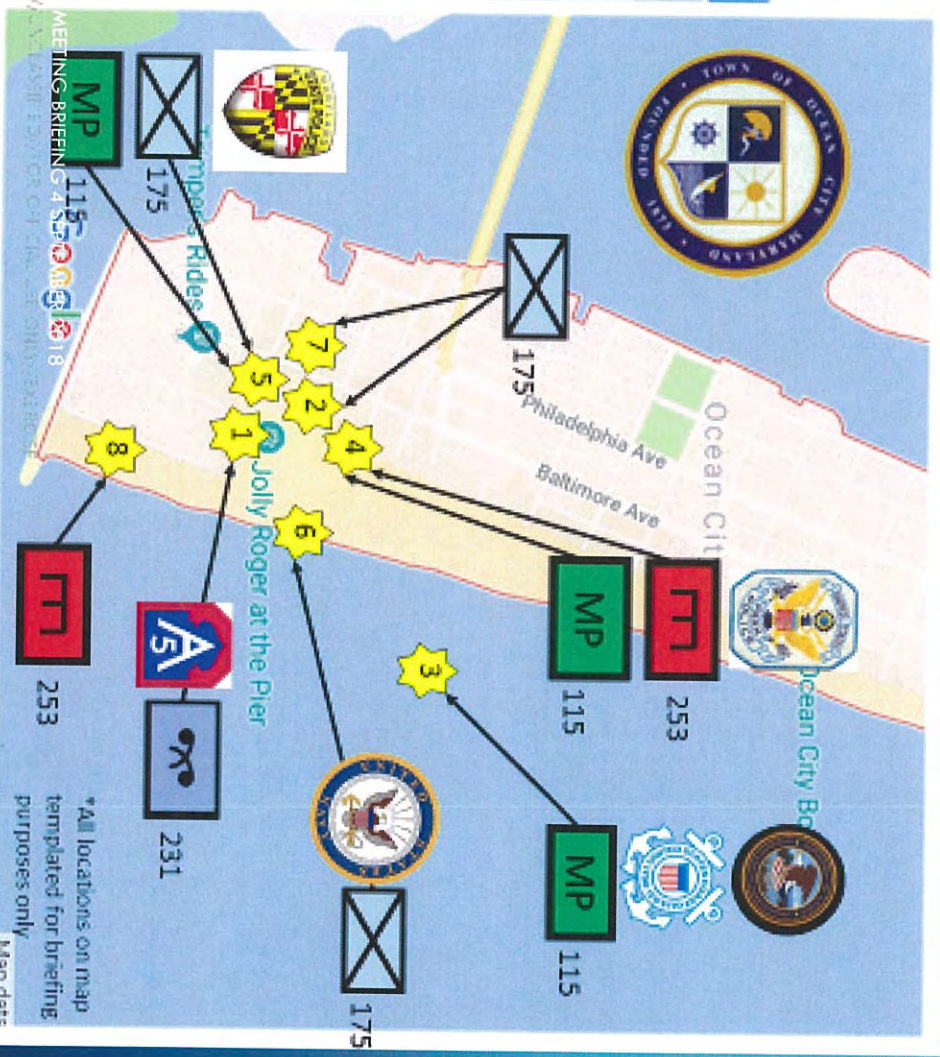
- Deploy Civil Agencies and JTF-MD elements to forward area to support Emergency Response/DSCA operations
- Practice interagency coordination in support of a complex event
- Build partnership capacity with local, State, and Federal agencies in accordance with the National Response Framework
- Publicize Agency and MDARNG activities to highlight the capabilities and benefits of our first responders and inform / support public (and elected leader) confidence
- Conduct dynamic, high intensity, and realistic training that prepares our personnel for a complex domestic situation and builds individual and collective skills

## Exercise Discussion Points

- This event will be highly visible with media and public affairs coverage
- Ocean City Municipal Election will be held at the Convention Center on November 6<sup>th</sup>, 2018
- Exercise date occurs after large seasonal crowd presence with reduced presence of civilians and Ocean City first responders
- Interagency communications and coordination during exercise
- Availability of exercise event site location(s), venues, and facilities
- Life Support in Ocean City on exercise date(s), EMAC or Domestic Response support plan
- Incident Commander for exercise
- Agency training involvement, desired outcomes, and additional training events
- ARNORTH role players involvement in exercise
- Public and media talking points and messaging

# Planned Training Events

Number	Event	MOVS	Partner Agency
1	Decon	231 <sup>st</sup> CM, CST	ARNORTH, OCFD
2	Site Security, Cordon	175 <sup>th</sup> IN, 115 <sup>th</sup> MP	OCPD, MSP, WCSO
3	Ship Search/Boarding	115 <sup>th</sup> MP, 175 <sup>th</sup> IN	DNR, US Coast Guard
4	Active Shooter/Hostage	115 <sup>th</sup> MP, 253 <sup>rd</sup> EN	OCPD, MSP, US Park Police
5	Sniper	175 <sup>th</sup> IN, 115 <sup>th</sup> MP	OCPD, MSP
6	Beach Insertion	175 <sup>th</sup> IN	US Navy
7	Civil Disturbance / Crowd Control	175 <sup>th</sup> IN, 115 <sup>th</sup> MP	OCPD, MSP, WCSO
8	Clear IEDs	253 <sup>rd</sup> EN	
9	MEDDEVAC / Recovery	MED DET	OCPD, EMS/EMT



## EXERCISE OPERATIONAL TIMELINE SATURDAY 3 NOV.

- SATURDAY 3 NOVEMBER 2018 EXERCISE OPERATIONAL PERIOD # 1 ("A" GROUP)
  - 0500-0600 HOURS STAGING CHECK-IN AND EXERCISE BRIEFINGS
  - 0600-1100 HOURS EXERCISE OPERATIONS
  - 1100-1200 HOURS EXERCISE SHUTDOWN, ON-SITE HOT WASH AND RESET
- SATURDAY 3 NOVEMBER 2018 EXERCISE OPERATIONAL PERIOD # 2 ("B" GROUP)
  - 1130-1230 HOURS STAGING CHECK-IN AND EXERCISE BRIEFINGS
  - 1230-1730 HOURS EXERCISE OPERATIONS
  - 1730-1830 HOURS EXERCISE SHUTDOWN, ON-SITE HOT WASH AND CLEAN-UP
- BEACH BONFIRE AND COOKOUT FOR ALL PARTICIPANTS (WEATHER PERMITTING)

# EXERCISE PATH TIMELINE CONTINUED

- ❑ WEDNESDAY 12 SEPTEMBER 2018 PLANNING MEETING FOR TOWN AND ALLIED AGENCY PLANNING TEAM
- ❑ TUESDAY 18 SEPTEMBER 2018 TABLE TOP EXERCISE OF NOVEMBER EXERCISE
- ❑ TUESDAY 25 SEPTEMBER – WEDNESDAY 26 SEPTEMBER 2018 L-912 TRAINING PREPARING COMMUNITIES FOR A COMPLEX COORDINATED ATTACK (CLASS TO BE HELD AT PUBLIC SAFETY BUILDING 0800-1630 HOURS EACH DAY. PROGRAM BEING OFFERED FREE OF CHARGE)

NOVEMBER 2018 EXERCISE OVERVIEW OC MAYOR AND COUNCIL MEETING BRIEFING 4  
SEPTEMBER 2018

# EXERCISE PATH TIMELINE CONTINUED

- ☐ THURSDAY 4 OCTOBER 2018 PLANNING MEETING FOR TOWN AND ALLIED AGENCY PLANNING TEAM
- ☐ TUESDAY 16 OCTOBER 2018 FINAL PLANNING MEETING FOR TOWN AND ALLIED AGENCY PLANNING TEAM
- ☐ THURSDAY 18 OCTOBER 2018 FINAL PLANNING MEETING CONFERENCE CALL
- ☐ WEDNESDAY 31 OCTOBER 2018 MD GUARD ADVANCE TEAM WITH CONTRACTORS ARRIVE IN OCEAN CITY. VENDORS BEGIN SET-UP
- ☐ FRIDAY 2 NOVEMBER 2018 MOBILIZATION DAY
- ☐ SATURDAY 3 NOVEMBER 2018 EXERCISE DAY
- ☐ SUNDAY 4 NOVEMBER 2018 DE-MOBILIZATION DAY

NOVEMBER 2018 EXERCISE OVERVIEW OC MAYOR AND COUNCIL MEETING BRIEFING 4  
SEPTEMBER 2018

# TOWN OF OCEAN CITY RESOURCES REQUESTED

- POLICE DEPARTMENT
  - FIRE DEPARTMENT EMERGENCY MEDICAL SERVICES
  - FIRE DEPARTMENT HAZARDOUS MATERIALS TEAM
  - FIRE DEPARTMENT BOMB TECHNICIANS/SQUAD
  - FIRE DEPARTMENT CAREER AND VOLUNTEER FIRE SUPPRESSION AND HAZMAT DECONTAMINATION RESOURCES
  - COMMUNICATIONS 911 CENTER AND ELECTRONIC RADIO SERVICES
  - EMERGENCY MANAGEMENT AND COMMUNITY EMERGENCY RESPONSE VOLUNTEERS
  - BEACH PATROL
  - EMERGENCY OPERATIONS CENTER STAFF AND PERSONNEL
  - PUBLIC INFORMATION GROUP
- COMMUNITY GROUP
  - SPECIAL EVENTS
  - CONVENTION CENTER
  - RECREATION AND PARKS
  - PUBLIC WORKS
    - CONSTRUCTION
    - MAINTENANCE
    - AIRPORT
    - TRANSPORTATION

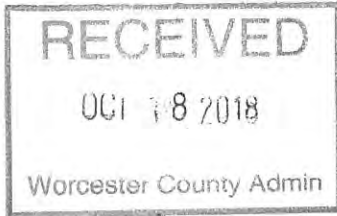
NOVEMBER 2018 EXERCISE OVERVIEW OC MAYOR AND COUNCIL MEETING BRIEFING 4 SEPTEMBER 2018



# TOWN OF OCEAN CITY, MARYLAND

## ICS- 213 (RR) Resource Request Message

<b>1. Incident Name:</b> Operation Tourist Boom November 2018	<b>2. Date/Time:</b> Wed. 3 Oct. 2018 @ 1240 hrs.	<b>3. Resource Request Number:</b> PLN010032018-124001			
<b>4-A. Order</b> (Use additional forms when requesting different resources from sources of supply):					
<b>4-B Qty.</b>	<b>4-C Kind</b>	<b>4-D Type</b>	<b>4-E. Detailed Item Description:</b> (Vital characteristics, brand, specifications, experienced operating personnel, size, etc.)  Ocean City Emergency Services is extending an invitation to any Fire Company, Fire Police unit and/or EMS Units that wish to attend the exercise/training for "Operation Tourist Boom" in Ocean City on Saturday 3 November 2018. The exercise will be split into two sessions one in the morning (A-Alpha Group) and one in the afternoon. (B-Bravo Group) A group will report to the West Ocean City Park and Ride from 0530-0630 hours for check in. Exercise time will be from 0630 hours through 1130 hours. B group will report to the West Ocean City Park and Ride from 1130-1230 hours for check in. Exercise time will be from 1230 hours through 1730 hours. Park and Ride is located at 12848 Ocean Gateway Ocean City, Maryland. Please response to sign up to Armanda Lewis at alewis@oceancitymd.gov or call at 410.723.6616 by the close of business on Thursday 24 October 2018.	<b>4-F. Arrival Date and Time</b> Requested      Estimated	<b>4-G. Cost</b>
<b>5. Requested Delivery/Reporting Location:</b>					
<b>6. Suitable Substitutes and/or Suggested Sources:</b>					
<b>7. Requested by Name/Position:</b> Ocean City Exercise Planning Team			<b>8. Priority:</b> <input type="checkbox"/> Urgent <input checked="" type="checkbox"/> Routine <input type="checkbox"/> Low		
<b>9. Section Chief Approval:</b> Pre-Event Planning Section Chief Bob Rhode Questions call 443.235.4443					
<b>10. Logistics Order Number:</b>					
<b>11. Supplier Phone/Fax/Email:</b>					
<b>12. Name of Supplier/Point of Contact (POC):</b>					
<b>13. Notes:</b> Forwarded to Worcester County, Wicomico County, Somerset County and Sussex County, DE Emergency Services					
<b>14. Approval Signature of Auth. Logistics Rep.:</b>					
<b>15. Date/Time:</b>					
<b>16. Order Placed By:</b>					
<b>17. Reply/Comments from Finance:</b>					
<b>18. Finance Section Signature:</b>					
<b>19. Date/Time:</b>					



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BILLY BIRCH  
DIRECTOR

EMERGENCY SERVICES  
**Worcester County**  
GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1002  
SNOW HILL, MARYLAND 21863-1193  
TEL: 410-632-1311  
FAX: 410-632-4686

To: Harold Higgins, Chief Administrative Officer  
From: Fred Webster, Director of Emergency Services  
Re: Harris Radio Update  
Date: 17 October 2018

---

County staff, with the support of Federal Engineering, continues to work with Harris Corporation on final acceptance of the P25 radio system. The County received post-processed data points from Bit Error Rate (BER) testing from Harris on October 12<sup>th</sup>, 2018. This data has been provided to Federal Engineering for independent analysis. It is expected that their analysis will be complete by October 19<sup>th</sup>.

No reports of radio related problems have been received via the Harris provided trouble ticket tool since August 20<sup>th</sup>. Staff is aware of an issue with receipt of transmissions while scanning in an ambulance. Staff and Harris are working with the reporting party to determine if there is a technical or operational issue related to this report.

I'm available to answer any questions you may have.



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

OFFICE OF THE  
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

To: County Commissioners  
From: Maureen Howarth, County Attorney *M.H.*  
Date: October 12, 2018  
Re: 16<sup>th</sup> Street Liquor Store- Sub-Sublease

---

Our tenant at the 16<sup>th</sup> Street Liquor Store, Richard Smith, would like to sublease Stores 2 and 3 to OC Freddie's, LLC (Stephen Carullo). This sublease was negotiated between Mr. Smith and Mr. Carullo. This sublease was reviewed by myself and reviewed and approved by our landlord Layton Plaza, LLC (Tony Christ).

Please review the sublease. Our tenant is seeking your approval of this sublease.

**SECOND SUBLEASE AGREEMENT**

**SECOND SUBLEASE AGREEMENT** made this \_\_\_\_\_ day of October, 2018, by and between **RICHARD J. SMITH, JR.** ("Smith") and **OC FREDDIES, LLC** ("Freddies").

**WHEREAS**, The County Commissioners of Worcester County, Maryland ("County"), as Tenant, entered into two Agreements of Lease dated November 19, 2013 and amended February 7, 2017 for the premises known as Stores Nos. 2 and 3 in Layton Plaza Shopping Center, Ocean City, Maryland ("Premises"), with Layton Plaza, LLC ("Layton"), as Landlord, and

**WHEREAS**, Smith, as Lessee, and County, as Lessor, entered into the Agreement of Sublease dated February 17, 2017 and attached hereto as Exhibit 1 for the Premises, and

**WHEREAS**, Smith and Freddies, with the consent of Layton and County, have agreed for Carullo to sublet the Premises on certain terms set forth below.

**NOW, THEREFORE, THIS SECOND SUBLEASE AGREEMENT,**

**WITNESSETH:**

For good consideration, the parties agree as follows:

1. Smith leases the Premises to Freddies for four years beginning October 16, 2018 and ending September 30, 2022 for rent of \$3,500 per month, which said rent shall be paid to Smith on the first day of each month except for October 2018 rent; \$1,750 shall be paid upon execution of this Agreement for October 15 through October 31, 2018.
2. Freddies shall be entitled to renew this Second Sublease for one additional 17-month term (October 1, 2022 to February 28, 2024) for rent of \$4,200 per month by giving written notice of renewal to Smith on or before July 1, 2022.
3. Rent may increase in October of each year of the initial term and renewal term by the same percentage of increase imposed on Smith by the County in accordance with Paragraph

3B of the Agreement of Sublease (Exhibit 1). Smith shall provide to Freddie's any document regarding the increase received by Smith from the County.

4. Freddie's shall use the Premises for food and beverage preparation, storage of food, beverages and supplies to service restaurants, and for office work.

5. Smith shall perform all of the Lessee's obligations under Paragraphs 3A and 3B of the Agreement of Sublease attached as Exhibit 1, and he shall provide prompt written notice to Freddie's of any notices of default received by Smith for the Premises. If Smith defaults on said obligations, Freddie's may cure the default but is not obligated to do so. If Freddie's cures a default by Smith, Freddie's shall be entitled to reimbursement by Smith along with a late charge of 10%, interest of 18% per annum and collection costs including attorney's fees.

6. Freddie's shall perform all of Lessee's obligations under Paragraphs 4 through 34 of the Agreement of Sublease attached as Exhibit 1.

7. Tenant shall have the use of the Shopping Center parking lot in common with the other tenants; however, Tenant shall not schedule truck deliveries or pickups at the Premises between 6:00 a.m. and 12:00 p.m., but Tenant may have one truck occupying one parking space between 6:00 a.m. and 12:00 p.m. and that truck may be used for deliveries or pickups. Tenant shall occupy no other parking spaces between 6:00 a.m. and 12:00 p.m., and shall also ensure that none of Tenant's employees park at the Premises at any time.

8. At his expense, Freddie's shall be permitted to make the following modifications to the Premises:

A. Installation of commercial hood system with necessary roof penetrations, provided that Tenant uses Layton's preferred roofer to make the penetrations at Tenant's expense.

B. Installation of walk-in refrigerators/freezers with necessary roof penetrations, provided that Tenant uses Layton's preferred roofer to make the penetrations at Tenant's expense.

C. Installation of 72" double doors.

D. Construction of interior non-structural walls.

Attached hereto as Exhibit 2 and made a part hereof are two drawings regarding modifications Freddie's intends to make; however, other modification may be necessary and the parties agree that structural modifications may not be completed without the written consent of Layton, which shall not be unreasonably withheld. Said modifications shall be installed and operated in accordance with all applicable laws and regulations, as well as be properly permitted. Freddie's shall ensure all applicable inspections take place including but not limited to the Fire Marshal. The walk-in refrigerators/freezers shall have high temperature monitors with automatic notification to Freddie's and shall have emergency provisions to discharge water to the exterior of the structure should the equipment cease working. If Freddie's' tenancy causes sewer problems for the other tenants in the Shopping Center, Freddie's shall correct the problems at its expense. Subject to Town of Ocean City approval, Freddie's shall provide a dumpster on Shopping Center property for Freddie's' exclusive use.

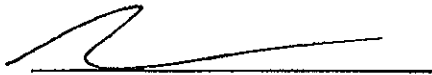
9. Tenant understands and acknowledges that a breach of either Section 7 or Section 8 of this Second Sublease Agreement shall be deemed to be a material default of this Agreement.

10. By its signature below, County consents to the terms of this Second Sublease Agreement, and agrees to give written notice of default to Freddie's and a reasonable opportunity to cure said default.


11. This Agreement shall be subject to and governed by the laws of the State of Maryland. This Agreement shall inure to the benefit of and be binding upon each party and his/her personal representative, successors and assigns. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or undertaking other than those expressly set forth herein. Any modification or termination of this Agreement shall be in writing to be effective.

AS WITNESS the hands and seals of the parties.


WITNESS:

  
\_\_\_\_\_

\_\_\_\_\_

  
\_\_\_\_\_  
RICHARD J. SMITH, JR. (SEAL)

OC FREDDIES, LLC

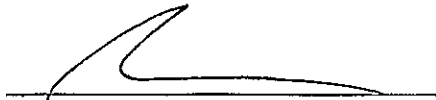
By:   
\_\_\_\_\_  
Stephen J. Carullo, Jr. (SEAL)  
Managing Member

THE COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

LAYTON PLAZA, LLC

  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Anthony C. Christ, Managing Member (SEAL)

THIS AGREEMENT OF SUBLEASE, hereinafter "Lease", made this 17<sup>th</sup> day of ~~February~~ in the year two thousand seventeen (2017), by THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, of One West Market Street, Room 1103, Snow Hill, Maryland 21863, hereinafter called "Lessor", Richard J. Smith, Jr., 315 North Heron Gull Court, Ocean City, Maryland, 21842, herein after called "Lessee" and Layton Plaza, LLC, a Maryland Limited Liability Company, having an address of 403 Bay Shore Drive, #18 Bay Vista, Ocean City, Maryland 21842 hereinafter called "Landlord", Witnesseth:

1. **LEASE OF PREMISES.** Lessor currently leases from Landlord Store Number 2 in Layton's Plaza Shopping Center ("Shopping Center"), said store being located at 1603 Philadelphia Avenue, Ocean City, Maryland, containing approximately 2,800 square feet, as measured from the outside of the exterior walls and Store Number 3 containing approximately 1,500 square feet, as measured from the outside of the exterior walls, plus nonexclusive use of common areas, collectively called "the Premises, pursuant to an Agreement of Lease dated November 19, 2013 ("Master Leases") for each store. Lessor does hereby sublease unto Lessee and Lessee agrees to rent from Lessor, Store Number 2 and Store Number 3 in Layton's Plaza Shopping Center ("Shopping Center"), said stores being located at 1603 Philadelphia Avenue, Ocean City, Maryland, Store Number 2 containing approximately 2,800 square feet, as measured from the outside of the exterior walls, and Store Number 3 containing approximately 1,500 square feet, as measured from the outside of the exterior walls plus nonexclusive use of common areas, collectively called "the Premises." Landlord consents to said Lease and agrees to all terms of said Lease.

2. **TERM-TIME OF ESSENCE - LESSEE'S PERFORMANCE.** The term of the Lease shall be for a period of 7 years and approximately one-half a month commencing on February 17, 2017, hereinafter called "Commencement Date", and ending February 28, 2024. "Lease Year" as used herein shall mean the twelve-month period from January 1st to December 31<sup>st</sup>. Time shall be of the essence to this Lease as to all things required of Lessee hereunder. Lessee may take possession of the Premises upon execution of this Agreement of Lease, the payment of the first months base rent of \$6,741.97, an executed



irrevocable letter of credit in the amount of two years' base rent of \$161,807.28 and proof of liability insurance having been presented to Lessor.

**3. RENT.**

A. The annual base rent during the First Lease Year shall be \$80,903.64, payable in monthly installments of \$6,741.97 each. The monthly base rent shall be due on the first day of each month, beginning on March 1, 2017. February 2017 rent will be prorated by the number of days Lessee is leasing the Premises. Additionally, Lessee agreed to pay an extra one dollar (\$1) a month for the duration of the Lease (84 months). This cost shall be paid upon the execution of this Lease in the amount of Eighty-Four dollars (\$84).

Months in each case shall mean calendar months. Past due rent, if fifteen (15) days late, shall be subject to a late charge of five percent (5%) of the amount due, which shall be due as additional rent. Additional rental costs (utilities, water and sewer, taxes, insurance) above the base rent are detailed in the following sections.

B. Rent Adjustment: In March of each Lease Year, the annual base rent shall be adjusted by the cost of living (as herein set forth) from the previous calendar year. The rent shall never decrease. Any adjustment shall be paid in equal installments with the rent payments. The cost of living shall be based upon the index known as the Consumer Price Index U.S. Department of Labor Bureau of Labor Statistics, all cities average, all items 1982-1984 equals 100, using the formula set forth in such publication to determine the increase in the cost of living. If publication of the index is discontinued, Lessor and Lessee shall thereafter accept comparable statistics on the cost of living as may be computed and published by an agency of the United States Government or by a reasonable financial periodical of recognized authority then to be mutually selected by Lessor and Lessee hereto.

**4. LESSEE DEFAULT.** The parties hereto recognize and agree that this Lease is a commercial lease and not a residential lease as defined by Maryland law. The occurrence of

any one of the following shall constitute an event of default and material breach by the Lessee of the terms of this Lease:

A. If the said rent or any portion thereof shall be in arrears or unpaid or any covenant or rule of this Lease be breached and remain breached for a period of thirty (30) days.

B. The transfer or sale of all or substantially all of the Lessee's interest in the property pursuant to attachment, execution or similar legal process; the filing by or against Lessee, or by or against any guarantor of the Lease, of any proceeding under any insolvency or bankruptcy law, unless, in the case of a proceeding filed against either Lessee or any Lease guarantor, such proceeding is dismissed within a period of thirty (30) days; the adjudication of Lessee or any guarantor pursuant to any state bankruptcy or insolvency law as bankrupt or insolvent; the entry against Lessor of an order for relief or stay pursuant to any federal bankruptcy law, the dismissal or withdrawal of which does not occur within thirty (30) days of entry; a general assignment by the Lessee, or by any Lease guarantor, for the benefit of creditors; the appointment of a Trustee or receiver or any other party or custodian to take either temporary or permanent possession of the Premises or of all or substantially all of the assets of Lessee or any Lease guarantor; or any execution or other judicially authorized seizure of all or substantially all of Lessee's assets located upon the Premises or of Lessee's interest in this Lease, unless such seizure is dismissed within thirty (30) days; or

C. Lessee's failure, refusal or inability to promptly and fully observe and perform any of the other covenants, conditions, terms or agreements specifically set forth in this Lease or referenced herein, including, but not limited to, rules and regulations in existence as of the date of this Lease or subsequently adopted by Lessor.

**5. REMEDIES UPON LESSEE'S DEFAULT.** Upon the occurrence of any event by Lessee, Lessor shall, without limitation, have the option to pursue any one or combination of the following remedies (or any other remedies) without any notice or demand whatsoever and without having any obligation to mitigate damages related to Lessee's default:

A. Without terminating Lessee's continuing monetary liabilities hereunder, to terminate Lessee's right to remain upon the Premises or the Shopping Center, in which event Lessee shall immediately surrender the Premises to Lessor. If Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or monetary damages immediately re-enter upon and take possession of the Premises or any portion thereof. Upon re-entering the Premises, whether by Lessor's displacement of Lessee or Lessee's voluntary relinquishment of Premises, Lessor may take such actions as Lessor may deem proper, each at the expense and without liability to Lessee. Such actions against Lessee and/or any guarantor shall include, but not be limited to:

1. Removing any remaining property and personnel of Lessee (or the property or personnel of anyone occupying the Premises), storing such property in a public warehouse or other location selected by Lessor, selling such property in order to reimburse Lessor for any and all costs related to the re-entry and removal of Lessee incurred by Lessor (including, but not limited to, all costs, investigatory fees, and legal fees incurred) or disposing of such property in any manner, including disposal as trash, as Lessor may, in its sole and absolute discretion, decide;
2. Reletting the Premises, or any portion thereof, for any term at such rent and upon such conditions and provisions as Lessor, in its sole discretion, may choose;
3. Altering or repairing the Premises, or any portion of the Premises or the Shopping Center, in order to attract a new Lessee, whether or not such alterations or repairs are for the same or similar Premises use as that of Lessee;
4. Making any and all reasonable concessions deemed advisable by Lessor in attracting and securing a new Lessee;
5. Recovering any rent unpaid at the time, including rent for the remainder of this Lease, which amount Lessor may accelerate and

claim;

6. Recovering any other amount due and payable hereunder or reasonably necessary to compensate Lessor for damages suffered and expenses incurred, which damages and expenses were wholly or partially caused by Lessee's failure to perform its obligations under this Lease or which, in the ordinary course of events, would be likely to result there from, specifically including, but not limited to, legal fees, brokerage commissions and advertising expenses incurred, costs incurred by Lessor in removing and/or storing and/or selling any property left by Lessee upon the Premises, or the Shopping Center, expenses of remodeling the Premises or any portions thereof for a new Lessee, whether for the same or a different use, and any special concessions reasonably made by Lessor to obtain a new Lessee;

7. Recovering at Lessor's election, such other amounts in taking such other actions as may be permitted from time to time by applicable law, including, but not limited to, terminating any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Lessee and affecting the Premises or succeeding to Lessee's interest in such subleases, licenses, concessions or arrangements;

8. Wholly and completely terminating this Lease and any and all rights and responsibilities set forth herein; and/or

9. Availing itself of any and all other remedies or relief available to Lessor at law or in equity.

B. The rights and remedies given to Lessor in this Lease are distinct, separate and cumulative, and no one of them, whether or not exercised by Lessor shall be deemed to be to the exclusion of any of the others herein.

C. No receipt of any money by Lessor from Lessee after default or termination shall (i) reinstate, continue, or extend the term of this Lease or affect any notice given to Lessee, (ii) operate as a waiver of the right of Lessor to enforce the payment of rent then due or falling due, or (iii) operate as a waiver of the right of Lessor to recover possession of the Premises or any portion of the Shopping Center. Further, no forbearance, inability or refusal of Lessor to enforce the remedies shall be deemed as a waiver of Lessor's right to seek any such remedy or relief.

D. Lessor shall also have all rights afforded by the Laws of the State of Maryland. Lessor and Lessee hereby expressly waive any right to a jury trial with regard thereto for

any matters related to this commercial lease, and agree that venue for any legal proceeding arising out of the terms of this Lease shall be the courts of the State of Maryland, located in Worcester County, Maryland.

**6. CONDITION-DELIVERIES.** Lessee accepts the Premises in an "AS IS" condition with all faults. Lessee shall be responsible for the maintenance, repair and replacement of all said improvements. Lessee shall be responsible for supplying and installing all needed items not listed on Attachment A hereto. Lessee shall contract with an fire alarm system company to provide security to the Premises. The routine maintenance of the fire alarm system shall include, but is not limited to, all Town of Ocean City and NFPA codes and standards and Lessee shall provide service documentation as requested by Lessor. Lessee shall exercise extreme care in scheduling deliveries so that the exterior front, including walkways, of the Premises is in no way damaged or access impaired during delivery periods. Lessee agrees to keep the Premises, including the exterior front facade and rear of the Premises in a clean, sanitary, free of pests and vermin, neat and presentable condition to the satisfaction of Lessor and Lessor shall be the sole judge of such condition. Lessee is prohibited from using exterior speakers or engaging in any conduct or permitting any condition determined by Lessor to be detrimental to the Shopping Center.

**7. USE OF PREMISES.** The Premises will be used by the Lessee or any assignee or sub-tenant for any use that is reasonably compatible with the existing uses of the Shopping Center, subject to the written approval of Lessor and Landlord which shall not be unreasonably withheld. No warehouse use of the Premises shall be permitted.

**8. EXTERIOR.** Lessor agrees to keep the exterior walls of the Premises in good repair. Lessee shall give to Lessor written notice of needed repairs, and Lessor shall have a reasonable time thereafter to make arrangements with property owner for such repairs. Lessee shall be solely responsible for the maintenance, repair and replacement of the HVAC unit(s), and Lessee shall be solely responsible for the maintenance and repair of the roof. Lessee shall operate the HVAC unit(s) within the design limits of the equipment. The routine maintenance schedule for the HVAC system shall consist of but is not limited to quarterly replacement of return air filters, semi-annual condenser and evaporator coil cleaning, semi-annual testing and checking of refrigerant gas pressures and adjusting to equipment design, cleaning of supply fans, adjusting any drive belts and cleaning supply and air device. Lessee shall provide service documentation of the HVAC unit(s) as requested by Lessor.

9. **INTERIOR** Lessee agrees to keep the interior of said Premises, including, if any, all windows, screens, awnings, doors, interior walls, pipes, sprinkler systems, air conditioning, machinery, plumbing, electrical wiring and other fixtures and interior appurtenances, in good and substantial repair and clean condition at Lessee's own expense, and shall replace same as needed. All glass broken during the term of this Lease shall be the responsibility of Lessee; and Lessee agrees to insure and keep insured all plate glass in the demised Premises and furnish Lessor with certificates of said insurance. Lessee shall maintain the emergency exit lighting and test the lighting every 30 days. A log of said testing, maintenance and repair shall be maintained and Lessee shall provide service documentation as requested by Lessor.

10. **ALTERATIONS.** Lessee shall make no alterations, additions or improvements in or to the Premises without the written consent of Lessor, which shall not be unreasonably withheld. All additions, fixtures or improvements, except only store and office furniture and fixtures which shall be readily removable without injury to the Premises, shall be and remain a part of the Premises at the expiration of this Lease. Any alterations made by Lessee shall be at his sole expense and Lessee hereby agrees to be responsible to Lessor for any expense incurred by Lessor in returning Premises to substantially its original state after the expiration hereof.

11. **SIGNS, CANOPIES AND AWNINGS.** Lessee shall be permitted to erect signs, canopies or awnings on the Premises only after first obtaining written permission from the Lessor, which shall not be withheld unreasonably, and in compliance with all laws. All signs and awnings shall be solely at the Lessee's expense.

12. **UTILITIES, TAXES AND NON-PAYMENT.** Lessee shall promptly pay, as additional rent, all separately metered charges for gas, electricity and any other utilities used on or about the Premises during the term of this Lease. To the extent possible, all meters will be put in Lessee's name; but in the event of common meters, Lessor shall make a break-down of costs based upon Lessor's sole determination of usage of Lessees in the building and shall submit bills to Lessee. Lessor's determination in this regard shall be final.

Lessee shall promptly pay as additional rent Lessee's share of the water and sewer charges. Lessee's share of the water and sewer charges

shall be determined by the number of fixtures in the leased Premises.

Lessee shall provide its own internet services if needed.

Lessee shall pay as additional rent its Pro Rata Share of both the real property taxes assessed against the Shopping Center and the Insurance for the Shopping Center. Lessee's "Pro Rata Share" for all purposes under this Lease shall be equal to a fraction, the numerator of which shall be the number of square feet of floor space in the Premises (approximately 2,800 square feet at commencement) and the denominator of which shall be the number of square feet of floor space in the Building (currently 17,265). The term "Insurance" is hereby defined to mean all costs and expenses of every kind associated with insuring the Premises or the Common Areas including, but not limited to, "All Risk" property insurance including the perils of flood and earthquake, rent interruption insurance, all liability insurance, workers' compensation insurance, and other insurance coverages deemed reasonable and necessary by Lessor, and/or its lender and Lessor's share of any deductible or co-insurance in connection with a loss. In the event all such charges set forth herein are not paid within fifteen (15) days from the date they are due or are otherwise presented by Lessor to Lessee for payment, such failure to pay will constitute a breach hereof.

**13. PERSONAL PROPERTY TAXES.** Lessee shall be responsible for all personal property taxes assessed on account of the personal property contained in the Premises and shall pay the same within fifteen (15) days of receipt of the billing from the taxing authorities. If such taxes are assessed to and billed to Lessor, then Lessee shall be responsible to Lessor for payment as additional rent.

**14. REGULATIONS AND INSURANCE.** Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and local governments and of any and all their departments and bureaus, applicable to said Premises for the correction, prevention and abatement of nuisance or other grievances in, upon or connected with said Premises, during said term, and shall also promptly comply with and execute all rules, orders and regulations of the City Fire Marshal and the Maryland State Underwriters Association for the prevention of fires, at Lessee's own cost and expense. Lessee agrees to pay any increase

in the amount of insurance premium over and above the rate now in force that may be caused by Lessee's use or occupancy of the Premises.

**15. INSURANCE AND INDEMNIFICATION OF LESSOR.**

Lessee, at all times, will indemnify and keep harmless Lessor (and Lessor's members, agents and employees) from all losses, damage, liabilities and expenses which may arise or be claimed against Lessor and be in favor of any person, firm or corporation for any injuries or damages to the person, firm or corporation, consequent upon or arising from the use or occupancy of said Premises by Lessee or consequent upon or arising from any acts, omissions, neglect or fault of Lessee (his agents, servants, employees, licensees, customers or invitees) or consequent upon or arising from the use or occupancy of said Premises by Lessee or consequent upon or arising from any acts, omissions, neglect or fault of Lessee (his agents, servants, employees, licensees, customers or invitees) or consequent upon or arising upon Lessee's failure to comply with the aforesaid laws, statutes, ordinances or regulations; that Lessor shall not be liable to Lessee for any damage, losses or injuries to the person or property of Lessee which may be caused by the acts, neglect, omissions, or faults of any person, firm or corporation and that Lessee will indemnify and keep harmless Lessor from all damages, liabilities, losses, injuries or expenses which may arise or be claimed against Lessor and be in favor of any person, firm or corporation, for any injuries or damages arose about or upon said Premises. Lessee further agrees to carry a policy or policies of Liability Insurance on the demised Premises in such amount and upon such terms and conditions as is required by Lessor's insurer, the Local Government Insurance Trust (LGIT). Lessee shall furnish Lessor with evidence of such insurance coverage. Lessor shall be named as an additional insured in such policy or policies.

**16. FIRE OR OTHER CASUALTY.** The parties hereto agree that if the Premises above described shall be destroyed by fire or other casualty, the tenancy hereby created shall be thereby terminated and all liability for rent hereunder shall cease upon payment proportionately to the date of the fire or other casualty with an appropriate abatement of rent. If the Premises herein demised are partially (less than 50%) destroyed by fire or other casualty, it is agreed that said Premises shall be repaired as speedily as possible in



accordance with the lease Lessor has with the property owner and if so extensive as to render the Premises unlesseeable, rent herein stipulated shall cease until the store has been placed in complete repair, or until Lessee shall consider it lesseeable, whichever is prior in time; and it is further agreed that the Lessee shall not be responsible for said improvements, or any of them, necessitated by fire. If the Premises are destroyed or damaged by fire or other casualty to the extent of more than Fifty Percent (50%), then the Lessor may terminate this Lease at the Lessor's option.

**17. SUBORDINATION AND ESTOPPEL CERTIFICATES.** This Lease and Lessee's interest hereunder shall be subject and subordinate to any mortgage, deed of trust, ground or underlying leases or any method of financing or refinancing now or hereafter placed against the land, and/or leased Premises, and/ or the Shopping Center, now or hereafter built or to be built by Lessee; and to all renewals modifications, replacements, consolidations and extensions thereof.

If the holder of record of the first mortgage covering the leased Premises shall have given prior written notice to Lessee that it is the holder of said first mortgage and that such notice includes the address at which notices to such mortgagee are to be sent, the Lessee agrees to give to the holder of record of such first mortgage notice simultaneously with any notice given to Lessor to correct any default of Lessor as hereinabove provided, and agrees that the holder of record of such first mortgage shall have the right, within sixty (60) days after such default before Lessee may take any action under this Lease by reason of such default. Lessee shall provide such estoppel certificates and further assurances of this Lease as may be requested by Lessor.

**18. FORCE MAJEURE.** Lessor shall be excused for the period of any delay in the performance of any obligations hereunder, when prevented from so doing by cause or causes beyond Lessor's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, storm, flood, fire or other casualty, inability to obtain any material, services or financing or through acts of God. Lessee shall similarly be excused for delay in the performances of obligations hereunder provided:

(a) Nothing contained in this paragraph or elsewhere in this Lease shall be deemed to excuse or permit any delay in the payment of any sums of money required hereunder, or any delay in the cure of any default which may be cured by the payment of money;

(b) No reliance by Lessee upon this paragraph shall limit or restrict in any way Lessor's right of self-help as provided in this Lease; and

(c) Lessee shall not be entitled to rely upon this Paragraph unless it shall advise Lessor in writing, of the existence of any force majeure preventing the performance of an obligation of Lessee within five (5) days after the commencement of the force majeure.

**19. PARTIAL INVALIDITY.** If any provision of this Lease or application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Lease or the application of such provisions to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

**20. PREPARATION.** This Lease was prepared by the Lessor but shall not be interpreted more strictly against either party. Lessee agrees that Lessee has had sufficient time to review the Lease and seek legal counsel thereon.

**21. ATTORNEY'S FEES.** The parties agree that Lessee shall pay, as additional rent, all costs and expenses of collection and reasonable attorney's fees incurred by Lessor in the event that Lessee fails to pay the rent as required herein. The parties further agree that in any dispute over the terms and conditions of this Agreement of Lease, other than a dispute over the Lessee's failure to pay rent, each party shall be responsible for paying its own attorney's fees and court costs.

**22. RULES.** Lessor may from time to time impose rules upon lessees in the building which shall be enforceable as covenants of this Lease. Such rules may not, however, change any material provision of this Lease. Lessee hereby agrees to faithfully abide with any such rules adopted by Lessor in good faith. Such rules, may, in addition to other matters, address such matters as employee parking, hours of operation and the like. A violation of a rule shall constitute a

breach hereof. The present rules and regulations, subject to change by Lessor as herein set forth are as follows:

(a) Garbage and refuse shall be kept in the kind of container and handled as specified by Lessor and shall be placed at the location within the Premises designated by Lessor, for collections at the times specified by Lessor. Lessee shall pay Lessee's proportionate share (as determined by Lessor) of the cost of handling and removal of garbage and refuse. Lessee shall store soiled or dirty linen in approved fire rating organization containers; Lessor may at Lessor's option, provide a receptacle for Lessor's own use which shall not be used by Lessee.

(b) No radio, television, phonograph or other similar devices, or aerial attached thereto (inside or outside) shall be installed without first obtaining in each instance the Lessor's consent in writing and if such consent be given, no such device shall be used in a manner so as to be heard or seen outside of the leased Premises.

(c) The outside areas immediately adjoining the demised Premises shall be kept clean and free from snow, ice, dirt and rubbish by Lessee, and Lessee shall not place, suffer or permit any obstruction or merchandise in such areas;

(d) Lessee shall not use the public or common areas in the building or on the property for Lessee's business purposes;

(e) Lessee shall not burn trash or garbage in or about the Premises, the building, or within (1) mile of the outside radius of the building;

(f) Lessor may amend or add new rules and regulations for the use and care of the leased Premises, the buildings of which the Premises are a part, and the common areas and facilities;

(g) Lessor shall at Lessor's sole discretion have the right to prohibit conduct, condition or the display, advertisement or sale of any goods, materials or matter determined by Lessor to be obscene, offensive or not in the best interests of Lessor or the other merchants. Lessor shall be the sole judge in such matters and this provision shall be of the essence to this Lease.

**23. PERSONAL PROPERTY.** All personal property and Lessee's improvements placed or moved in the Premises above described shall be at the risk of the Lessee or the owner thereof. Lessor shall not be liable to Lessee for any damage to said personal property or Lessee's improvements or to Lessee,

arising from the bursting or leaking of water pipes or discharge of the sprinkler system or from any act of negligence of any co-Lessee or occupants of the Shopping Center or of any person whatsoever.

**24. NOTICES.** It is understood and agreed between the parties hereto that written notice addressed to Lessee and mailed certified or registered mail, whether receipt is acknowledged or not, or delivered to the Premises leased hereunder shall constitute sufficient notice to the Lessee and written notice addressed to Lessor and delivered to Lessor at his address as shown in the preamble hereof, or such other address as he may designate in writing to Lessee, provided that Lessor must actually receive notice, shall constitute sufficient notice to the Lessor, to comply with the terms of this Lease.

**25. WAIVER.** No waiver of any condition or covenant of this Lease by Lessor shall be deemed to imply or constitute a further waiver by Lessor of any other condition or covenant of this Lease. The rights and remedies created by this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another. Lessee waives jury trial as to all matters hereunder. Acceptance by Lessor of past due rent shall in no way constitute waiver or release of any provision hereof.

**26. BANKRUPTCY.** It is agreed between the parties hereto that if Lessee shall be adjudicated bankrupt or insolvent or take the benefit of any Federal reorganization or composition proceeding or make a general assignment or take the benefit of any insolvency law, or if Lessee's leasehold interest under this Lease shall be sold under any execution or process of law, or if a trustee in bankruptcy or a receiver by appointed or elected or had for Lessee (whether under Federal or State Laws), or if said Premises shall be abandoned or deserted, or if Lessee shall fail to perform any of the covenants or conditions of this Lease on Lessee's part to be performed, or if this Lease or the term hereof be transferred or pass to or devolve upon any person, firm, officer or corporation other than Lessee, then and in any of such events this Lease and the term of this Lease, at Lessor's option, shall expire and end five days after Lessor shall give Lessee written notice (in the manner hereinabove provided) of such act, condition or default, and Lessee hereby agrees immediately then to quit and surrender said Premises to Lessor; but this shall not impair nor affect Lessor's right to maintain summary proceedings for the recovery of the possession of the

demised Premises in all cases provided for by law. If the term of this Lease shall be so terminated, Lessor may immediately or at any time thereafter re-enter or repossess the Premises and remove all persons and property therefrom without being liable for trespass or damages.

**27. NO PARTNERSHIP.** Lessor does not in any way or for any purpose become a partner of the Lessee in the conduct of his business or otherwise or become a joint venturer or member of a joint enterprise with Lessee.

**28. RIGHT OF LESSOR TO PERFORM LESSEE'S COVENANTS.** Lessor shall have the right at any time, after ten (10) days' written notice to Lessee (or without notice in the case of an emergency), to make any payment or to perform any act or covenant required of the Lessee herein, unless otherwise provided for herein and in exercising such right, may incur all necessary and incidental costs and expenses including reasonable attorney's fees. Nothing herein shall, however, create any obligation on the part of Lessor to perform Lessee's covenants or make any payment and the exercise of such right by Lessor shall not constitute any release or waiver of any obligation of Lessee. Any and all payments as well as costs and expenses incurred in connection with the exercise of any right hereunder by Lessor shall be reimbursed by Lessee within ten (10) days after making such payments together with interest at the rate of Eighteen Percent (18%) from the date of the making of the payment or expense. Failure to make such reimbursement by Lessee shall constitute a breach hereof and any amounts due may, at Lessor's option, be treated as rent.

**29. SURRENDER.** Lessee agrees, upon the termination hereof, to quietly surrender the Premises unto Lessor in good condition in which the Premises were at the commencement hereof, normal wear and tear accepted and in broom clean condition. Lessee shall be entitled to remove personal property from the Premises which is not attached to the real estate upon the termination or expiration hereof. Lessee shall not, however, remove any fixture or other property which has been attached to the improvements or the real estate, and such property shall become the property of the Lessor at that time. Lessee shall be strictly liable to Lessor for any damages whatsoever to the real property or any property affixed to the real property.

**30. SIGNATORIES' ACKNOWLEDGMENTS.** The individual signing on behalf the Lessee warrants and represents that he has the express

authority to bind the Lessee to the terms and conditions of this Agreement of Lease and that the County Commissioners of Worcester County have consented to the execution of this Agreement of Lease. The individual signing on behalf of the Landlord warrants and represents that he has the express authority to bind the Landlord to this Agreement of Lease.

**31. WRITTEN AGREEMENT.** This Lease contains the entire agreement between Lessor and Lessee hereto and all previous negotiations leading thereto. It may be modified only by an agreement in writing signed and sealed by Lessor and Lessee, with the consent of Landlord. If any provision herein is found to be void or unenforceable, the remaining provisions shall continue in full force and effect. This Lease shall be binding upon the successors or permitted assigns of the Lessor, Lessee and Landlord. No surrender of the demised Premises or of the remainder of the term of this Lease shall be valid unless accepted by Lessor and Lessee.

**32. HEIRS AND ASSIGNS.** This Lease and all provisions, covenants and conditions thereof shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto, except that no person, firm, corporation or court officer holding under or through Lessee in violation of any of the terms, provisions or conditions of this Lease shall have any right, interest or equity in or to this Lease, the term of this Lease or the Premises covered by this Lease.

**33. ADDITIONS OR ALTERNATIONS TO THE BUILDING.** Lessor shall have the right to use any part of the roof or exterior walls of the Shopping Center to make alterations or additions. Lessor shall be responsible for all costs associated therewith and Lessor shall provide access to the Premises for Lessee and its patrons during any such construction.

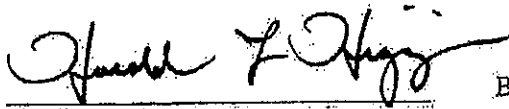
**34. HEADINGS AND TERMS.** The headings and the various paragraphs of this Lease have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof. The term "Lessee" when used in this Lease, shall mean any individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, combination organization or any other person or entity and shall be deemed to include heirs, personal representatives, successors and assigns. Words of any gender used in this Lease

shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

IN WITNESS WHEREOF, the parties have executed this Lease, all as of the day and year first herein written.

ATTEST:

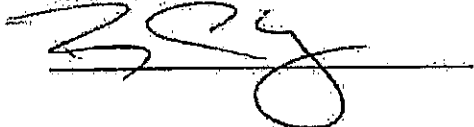
**LESSOR**  
**COUNTY COMMISSIONERS OF**  
**WORCESTER COUNTY**  
**MARYLAND**



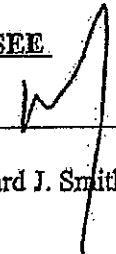
Harold L. Higgins  
Chief Administrative Officer

By:  (SEAL)  
Madison J. Bunting, Jr., President

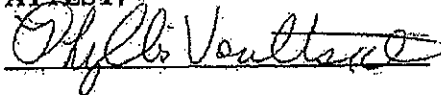
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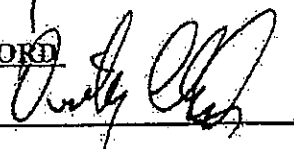
**LESSEE**

By:  (SEAL)  
Richard J. Smith, Jr.

ATTEST:



**LANDLORD**

By:  (SEAL)  
Anthony C. Christ, Managing Member

## ATTACHMENT A

### Furniture & Fixtures

- 1 Counter top in front of the store- large half-moon shape
- 1 Counter top in back of the store
- 2 Countertops on wholesale side of the store
- 1 Large Wine Wall Shelving System
- 1 Large Rum/Vodka Wall Shelving System
- 1 Small Gin/Tequila Wall Shelving System
- 2 Long Free Standing Shelving Systems in the middle of the store
- 2 End Free Standing Shelving Systems in the middle of the store
- 1 Adjustable Shelf in storage room/bathroom

### Leaschold Improvements

- Tile Flooring
- Carpet behind the counters



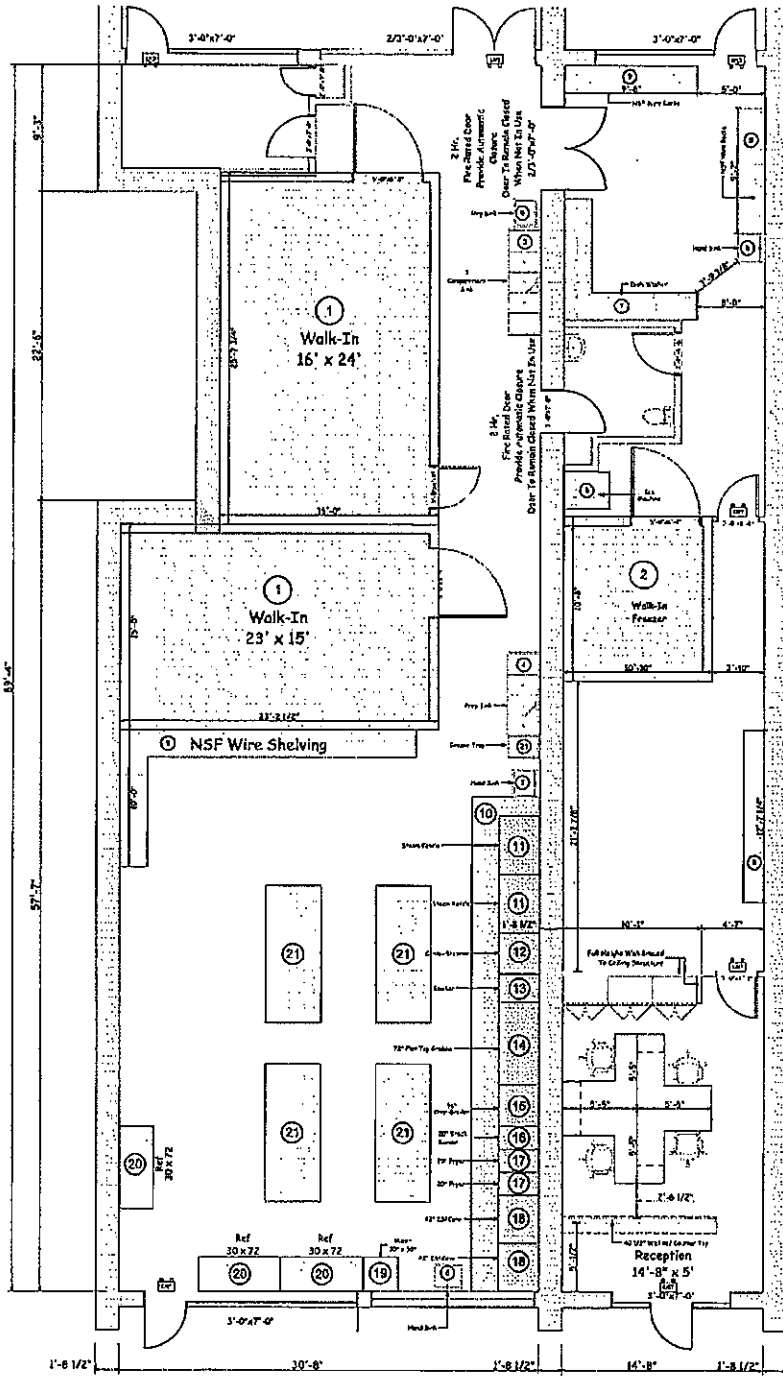
Ex 2  
1 of 2

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OC Freddie's Equipment List

OC Freddie's Code Summary

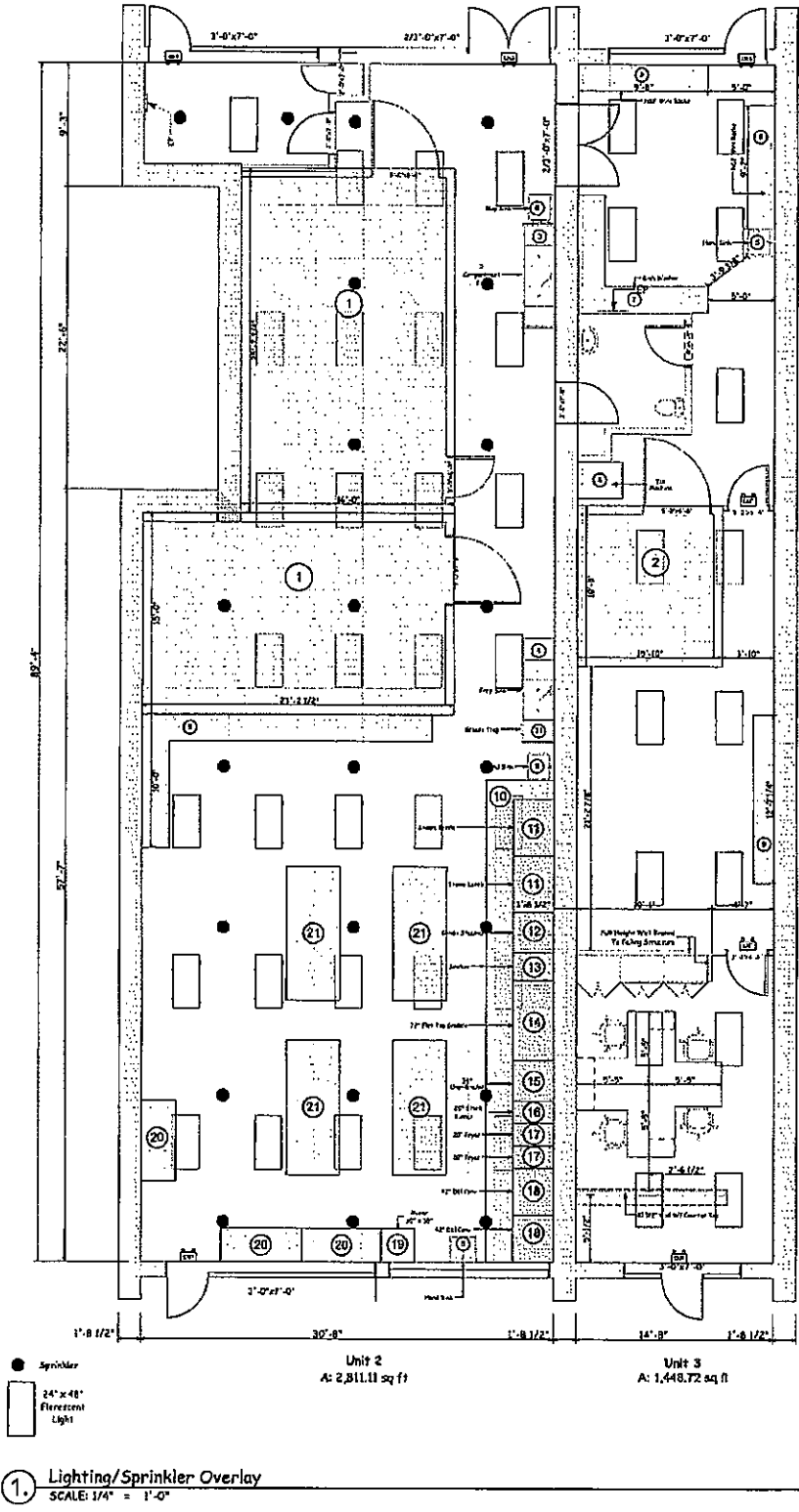


1. Floor Plan  
SCALE: 1/4" = 1'-0"

10-V	Sheet Title Floor Plan	Date: Thursday, September 21, 2018	Client/Job Name Project Name Site Address City/State/Zip Drawn By: JAC/HJR	<b>Traditional Design Services</b> 42 P.O. Box Beltsville, MD 21031 (410) 541-4341	License No.: 9360 Expiration Date: 9/11/2020	Rick Schnelkoff, Architect 3700 Council Tree, Suite 304 Silverdale, MD 21151 (443) 997-4765
		Drawn By: JAC/HJR				

23

Ex 2  
2 of 2



A-02	Sheet Title	Date	Client/Full Name	Traditional Design Services 44 First Street Berlin, MA 01821 (413) 441-0811	License No.: 9260	Rick Schoellkopf, Architect 5200 Chapel Hill, Suite 106 Berlin, MA 01821 (413) 443-8265
	Lighting/Sprinkler Overlay	Thursday, September 21, 2018	#Project Name #Site Address #SP# City #SP# State #SP# Zip			

24



32

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

OFFICE OF THE  
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

October 5, 2018

TO: Worcester County Commissioners  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *kl.*  
On Behalf Of Worcester County Sewer Committee  
SUBJECT: Request for Allocation of EDUs for ODIE-1, LLC (Alamo Motel) Property

---

Please be advised that on October 1, 2018 we received the attached request from Attorney Hugh Cropper, IV on behalf of ODIE-1, LLC, Mark R. Odachowski (the Applicant) for the allocation of forty-five (45) equivalent dwelling units (EDUs) of sanitary sewer service from the Mystic Harbour Sanitary Service Area (MHSSA) to serve two proposed restaurants on Ocean Gateway (US Route 50) in West Ocean City (WOC). The subject property is identified on Tax Map 27 as Parcel 137 (current site of the Alamo Motel). The request was subsequently reviewed by the Worcester County Sewer Committee at our meeting on October 4, 2018. On behalf of the committee, I offer the following staff report for your consideration with regard to this request:

**Summary of Request:** The Applicant requests to purchase 45 EDUs of sanitary sewer service from the MHSSA to serve the subject property which is proposed for the development of two restaurants, one with 276 seats and a second with 256 seats. Requested EDUs are computed as follows:

- 276 seat restaurant at 25 gallons per day (gpd) per seat =  $6,900 \text{ gpd} \div 300 \text{ gpd/edu} = 23 \text{ EDUs}$
- 256 seat restaurant at 25 gpd per seat =  $6,400 \text{ gpd} \div 300 \text{ gpd/edu} = 22 \text{ EDUs (rounded)}$

**Total Request = 45 EDUs**

The applicant will also be required to connect to the Mystic Harbour water system and purchase 45 water EDUs if the sewer EDUs are allocated to this project.

**Background on the Subject Property:** The subject property is approximately 1.82 acres in area, is located on the south side of Ocean Gateway (US Route 50), west of Stephen Decatur Highway (MD Route 611) and east of Keyser Point Road, and is currently improved with an 11,133 square foot motel (Alamo Motel). The subject property is zoned C-2 General Commercial, and designated S-1 in the County Water and Sewerage Plan which indicates an area of existing or planned sewer service to be built within 2-years, but does not guarantee any service or obligate the provision of services in that time frame. The property lies within the overlay district in both the MHSSA and the West Ocean City Sanitary Service Area (WOCSSA) and is currently unimproved.

**Current Allocation of West Ocean City EDUs to this Property:** The subject property is currently served by 11 EDUs of sewer capacity in the WOCSSA. Since the property cannot be served by sewer from two different sanitary districts on the same account, the applicant can sell and transfer those 11

West Ocean City EDUs to other properties in the WOCSSA in accordance with the provisions of Resolution No. 97-1. Approval of Mystic Harbour EDUs for the subject property should therefore be conditioned upon acknowledgment by the owner that the 11 West Ocean City EDUs cannot be mixed with the Mystic Harbour EDUs.

**Current Available Capacity - North:** There are currently 161 EDUs allocated in Area 1 (north of the airport), in which the subject property is located, which have not yet been purchased. These remaining EDUs have been allocated for the following uses: Infill and Intensification (58 EDUs), Vacant or Multi-Lot properties (50 EDUs), Single Family Dwellings (17 EDUs), and Commercial (36 EDUs). Given the nature of this request and the current zoning of the property, we suggest that either the “Infill and Intensification” or the “Commercial” allocation would be the most appropriate category from which to consider assigning these EDUs.

**Background on Original Allocation of New Sewer Capacity in Mystic Harbour:** The expansion of the Mystic Harbour WWTP and funding from USDA in 2008 was predicated upon the need for infill and intensification of properties along the Route 50 commercial corridor and vicinity, service to vacant or multi-lot properties, single family dwellings converting from septic systems to public sewer, and commercial properties. The Worcester County Planning Commission recommended a rating system to rank priority allocations of the additional EDUs with highest priority to (1) infill lots, (2) expansion of existing facilities, (3) replacement of septic tanks, and (4) new developments.

**Condition of Approval:** We recommend that any approval of this request be conditioned upon the owner’s acknowledgment that the 11 West Ocean City EDUs cannot be mixed with the Mystic Harbour EDUs.

**Options for Commissioners’ Action on the Request:**

Option 1 - Approve the request for allocation of 45 EDUs of sewer service from Area 1 (North) of the Mystic Harbour SSA to serve the ODIE-1, LLC property, with EDU’s allocated from either the “Infill and Intensification” or the “Commercial” category, and subject to the above Condition of Approval.

Option 2 - Approve a portion of the request for 45 EDU’s of sewer service from Area 1 (North) of the Mystic Harbour SSA to serve the ODIE-1, LLC property, subject to the above Condition of Approval, and with EDU’s allocated from one or more of the available categories as follows:

- **Area 1 (north):** 58 EDUs - Infill and Intensification
- 50 EDUs - Vacant or Multi-Lot properties
- 17 EDUs - Single Family Dwellings
- 36 EDUs - Commercial

Option 3 - Deny the request for 45 EDUs of sewer service from the Mystic Harbour SSA to serve the ODIE-1, LLC property.

The Sewer Committee will be available to answer any questions which you may have with regard to this application in order for you to make the most informed decision on this request.

**Worcester County - Department of Public Works - Water and Wastewater Division  
Mystic Harbour Sewer Service Application**

Name: ODIE-1, LLC Date: September 6, 2018

Mailing address: 9939 Jerry Mack Road, Suite 400, Ocean City, MD 21842

Address of service location: 12614 Ocean Gateway, Ocean City, MD 21842

Property identification (acct # & map/parcel): Map ~~28~~ Parcel 137 # 10-017491

Type of project (circle one below): 27 (see attached email)

Single Family Minor Site Plan Major Site Plan Residential Planned Community

Type of service requested (circle one): Residential Commercial

If commercial, list type of business, square footage and number of seats in restaurant (if applicable):

Two restaurants - 256 seats and 276 seats

EDU's/gallons assigned to property: \_\_\_\_\_ EDU's to be purchased: 45

If developer new construction, will you be providing the meter (circle one): Yes No N/A TBD

Name & license number of licensed plumber providing connection from meter to building:  
TBD

Name & phone number of person to contact with regards to this application/account:  
Hugh Cropper IV - 410-213-2681

Signature: [Signature] Date: September 6, 2018

**Attachments required to be submitted with application:**

- Single Family- Copy of permit application.
- Minor Site Plans- Copy of TRC report or documentation of administrative waiver.
- Major Site Plans- Copy of TRC report.
- Residential Planned Community- Copy of Planning Commission's findings/recommendation for Step 1.

**NOTICE:** Please review attached Resolution No. 17-19 which details the EDU allocation process and the time frame in which the EDUs must be utilized or returned to the County for future allocation and utilization. If mains are to be installed by applicant a separate "Small Sewer and Water Project Agreement" will be required.

**OFFICE USE ONLY:**

Date received: 10/1/18 By: Jessica R. Wilson

Environmental Programs approval: \_\_\_\_\_ Date: \_\_\_\_\_

Treasurer's Office approval: \_\_\_\_\_ Date: \_\_\_\_\_

Public Work's approval: \_\_\_\_\_ Date: \_\_\_\_\_

**FEES PAID:**

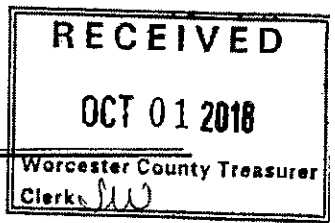
Deposit \$1,000 per EDU X 45 (EDU's) = \$ 45,000  
Remaining Balance \$6,700 per EDU X \_\_\_\_\_ (EDU's) = \$ \_\_\_\_\_

Date received: 10/1/18 By: Jessica R. Wilson

**RETURN TO:**

Worcester County Treasurer's Office  
Attn: Jessica Wilson  
P.O. Box 349  
Snow Hill, MD 21863

**FULL POLICY ATTACHED AND INCORPORATED.**



**Jessica Wilson**

---

**From:** Hugh Cropper <hcropper@bbcmlaw.com>  
**Sent:** Monday, October 1, 2018 3:01 PM  
**To:** Jessica Wilson  
**Cc:** Kelly Shannahan; Robert Mitchell  
**Subject:** MYH Sewer EDU Application/Alamo

Jessica:

It is Tax Map 27, Parcel 137. The application contains a typo.

There are two proposed stand-alone restaurants as shown on the site plan, with the first having 256 seats, and the second having 276 seats. Your email is correct.

Thank you, and have a great day.

Hugh Cropper IV  
Booth Booth Cropper & Marriner, P.C.  
9923 Stephen Decatur Highway, D-2  
Ocean City, Maryland 21842  
410-213-2681-Telephone  
[www.bbcmlaw.com](http://www.bbcmlaw.com)

This message may contain privileged or confidential information that is protected from disclosure. If you are not the intended recipient of this message, you may not disseminate, distribute or copy it. If you have received this message in error, please delete it and notify the sender immediately by reply email or by calling 410-213-2681. Thank you.

LAW OFFICES

**BOOTH BOOTH  
CROPPER & MARRINER P.C.**

CURTIS H. BOOTH  
BRYNJA MCDIVITT BOOTH  
HUGH CROPPER IV  
THOMAS C. MARRINER\*  
ELIZABETH ANN EVINS  
ROY B. COWDREY, JR. \*\*

\*ADMITTED IN MD & DC  
\*\* OF COUNSEL

9923 STEPHEN DECATUR HIGHWAY, #D-2  
OCEAN CITY, MARYLAND 21842  
(410) 213-2681

EMAIL: [hcropper@bbcmlaw.com](mailto:hcropper@bbcmlaw.com)

EASTON OFFICE  
130 NORTH WASHINGTON ST.  
EASTON, MD 21601  
(410) 822-2929  
FAX (410) 820-6586

WEBSITE  
[www.bbcmlaw.com](http://www.bbcmlaw.com)

September 6, 2018

Worcester County Treasurer's Office  
Attn: Jessica Wilson  
Post Office Box 349  
Snow Hill, Maryland 21863

Mr. Kelly Shannahan, Assistant  
Chief Administrative Officer  
Worcester County Commissioners  
One West Market Street, Room 1103  
Snow Hill, Maryland 21863

RE: *Mark R. Odachowski, Worcester County Tax Map 27, Parcel 137*

Dear Ms. Wilson and Mr. Shannahan:

Please find attached my completed application, and my client's check payable to Worcester County in the amount of Forty Five Thousand Dollars (\$45,000.00), requesting wastewater treatment allocation in the amount of 45 EDU's with respect to the above referenced property.

As always, I appreciate your consideration. Please feel free to call with any questions.

Very truly yours,



Hugh Cropper IV

HC/tgb  
Enclosures

Real Property Data Search

Search Result for WORCESTER COUNTY

View Map		View GroundRent Redemption				View GroundRent Registration			
Tax Exempt:		Special Tax Recapture:							
Exempt Class:		NONE							
Account Identifier:		District - 10 Account Number - 017491							
Owner Information									
Owner Name:		ODIE 1 LLC				Use:		COMMERCIAL	
Mailing Address:		9939 JERRY MACK RD STE 400 OCEAN CITY MD 21842-				Principal Residence:		NO	
						Deed Reference:		/07280/ 00185	
Location & Structure Information									
Premises Address:		12614 OCEAN GATEWAY OCEAN CITY 21842-0000				Legal Description:		LOTS 30 31 32 33 S SIDE R-50 SUR ALAMO MOTEL	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0027	0001	0137		72MH			30	2019	Plat Ref: 246/59
Special Tax Areas:		Town: NONE							
		Ad Valorem:							
		Tax Class:							
Primary Structure Built		Above Grade Living Area		Finished Basement Area		Property Land Area		County Use	
1965		11,133 SF				1.8200 AC			
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation			
		MOTEL							
Value Information									
		Base Value		Value		Phase-in Assessments			
				As of		As of		As of	
				01/01/2016		07/01/2018		07/01/2019	
Land:		894,000		894,000					
Improvements		278,300		278,300					
Total:		1,172,300		1,172,300		1,172,300			
Preferential Land:		0							
Transfer Information									
Seller: 12614 OCEAN GATEWAY LLC				Date: 09/07/2018			Price: \$1,500,000		
Type: ARMS LENGTH IMPROVED				Deed1: /07280/ 00185			Deed2:		
Seller: TIP TOP COTTAGES INC				Date: 06/07/2006			Price: \$0		
Type: NON-ARMS LENGTH OTHER				Deed1: SVH /04719/ 00069			Deed2:		
Seller: W THOMAS ELLIOTT				Date: 01/05/1947			Price: \$0		
Type: NON-ARMS LENGTH OTHER				Deed1: /00000/ 00000			Deed2:		
Exemption Information									
Partial Exempt Assessments:		Class		07/01/2018		07/01/2019			
County:		000		0.00					
State:		000		0.00					
Municipal:		000		0.00		0.00			
Tax Exempt:		Special Tax Recapture:							
Exempt Class:		NONE							
Homestead Application Information									
Homestead Application Status: No Application									



RESOLUTION NO. 17 - 19

RESOLUTION CREATING THE MYSTIC HARBOUR SANITARY SERVICE AREA  
SEWER EDU ALLOCATION PROCESS

WHEREAS, the Mystic Harbour Wastewater Treatment Plant (WWTP) was upgraded and expanded in 2014 to provide additional sanitary sewer treatment capability to serve residential and commercial needs of properties within the Mystic Harbour Sanitary Service Area (SSA); and

WHEREAS, the upgrade and expansion resulted in a total of 200,000 gallons per day of additional sewage treatment capacity in the Mystic Harbour WWTP which created a total of 666 new Equivalent Dwelling Units (EDUs) of sewer capacity at a rate of 300 gallons per day per EDU which are now available in the Mystic Harbour SSA; and

WHEREAS, the planning documents included in the latest approved *Worcester County Water and Sewerage Master Plan* amendment regarding the Mystic Harbour SSA identified a number of goals for the additional capacity and included a chart (attached hereto) allocating the new EDUs to different areas within the Mystic Harbour SSA for different purposes; and

WHEREAS, on March 15, 2016, the Worcester County Commissioners reviewed and approved an implementation policy for the newly available sewer EDUs in the Mystic Harbour/West Ocean City SSA Overlay Area; and

WHEREAS, upon the recommendation of the Worcester County Water and Sewer Committee, the County Commissioners have determined that it is prudent to have an allocation process in place for all 666 new sewer EDUs in the Mystic Harbour SSA, not just those aimed at the Overlay Area, to include County Commissioner approval of future allocations.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the following Mystic Harbour Sanitary Service Area EDU Allocation Process is hereby adopted:

1. The allocation of Mystic Harbour Sanitary Service Area sewer EDUs shall only be approved for properties with an existing demonstrated need and in connection with either a permit or plan application specifying how and where the capacity will be allocated:
  - A. The project must apply to the County Commissioners for the EDU allocation while the project is pending as follows:
    - i. Single Family Dwellings and change of use commercial spaces - The property owner or their representative must apply for and receive any needed EDU allocation prior to receiving any permit for the project. EDU(s) must be paid for in full at time of the first permit application.
    - ii. Minor Site Plans and other projects requiring administrative approvals - The project must have completed the Technical Review Committee process (when required) or the granting of an administrative waiver before applying to the County Commissioners for EDU allocation. The project must have EDU allocations prior to the project applying for final signature approval with the Zoning Administrator. A deposit shall be required upon application as detailed in

Section 1B hereof. The remaining balance to purchase the EDUs shall be paid prior to any project permit being issued.

- iii. Major Site Plans - The project must have completed the Technical Review Committee process before applying to the County Commissioners for EDU allocation. The project must have EDU allocations prior to the project applying for final site plan approval with the Planning Commission. A deposit shall be required upon application as detailed in Section 1B hereof. The remaining balance to purchase the EDUs shall be paid prior to any project permit being issued.
  - iv. Residential Planned Community (RPC) - Concurrent with Step 1 of the RPC approval process, the project shall apply to the County Commissioners for EDU allocation. The project cannot move to Step 2 of the RPC approval process without sufficient EDUs being allocated. A deposit shall be required upon application as detailed in Section 1B hereof.
- B. Included with the application shall be a \$1,000 deposit per EDU applied for. If the County Commissioners deny the allocation or if the Planning Commission fails to approve the site plan, the deposit shall be returned. If the County Commissioners approve the allocation and if the Planning Commission approves the site plan or RPC, the deposit is non-refundable.
  - C. If the project approvals expire, the project shall lose its allocation of EDUs. The County shall return the amount paid to purchase the EDUs less the non-refundable deposit.
  - D. If after one year of the project having EDUs allocated to it, a building permit has still not been issued for the project, an additional deposit of \$1,000 per EDU per year shall be required for each year of additional reservation of service up to a maximum of five years. No reservation shall be allowed beyond five years. The additional deposit shall be paid not less than 60 days prior to the anniversary date of the original allocation approval. If the additional deposit is not paid as required or if five years elapses, the EDU allocation shall be null and void and all prior deposits shall be forfeited.
  - E. Applications shall be submitted to: Worcester County Administration, Government Center - Room 1103, One West Market Street, Snow Hill, MD 21863.
2. There shall be no transfers of sewer allocations permitted in the Mystic Harbour Sanitary Service Area (MHSSA) by property owners who have excess capacity allocated to their properties. In the event that excess sewer capacity exists on a property as a result of changes or modifications to the original development plan, any and all excess capacity shall revert to the MHSSA two years after the issuance of the certificate of occupancy for the last building shell in the project. The property owner shall only be entitled to the return of the amount of the original price paid to the County for the EDUs less the non-refundable deposit. The property owner shall be notified in writing of the forfeiture of the unused capacity. Such notice shall be sent by registered mail to the property owner(s) address as identified on the tax assessment rolls as maintained by the Maryland Department of Assessments and Taxation.
  3. The current equity contribution in fiscal year 2018 (FY18) for each Mystic Harbour Sanitary Service Area sewer EDU is \$7,700, with quarterly debt service payments of \$54 per EDU


thereafter until the debt is paid in full. The equity contribution will be recalculated each fiscal year to include the debt service from the prior year. Quarterly debt service payments may be adjusted in the future to pay for additional debt incurred by the Mystic Harbour Sanitary Service Area.

4. Upon allocation of the EDUs, accessibility charges as established in the annual budget for the Mystic Harbour Sanitary Service Area shall become due and payable on a quarterly basis. The current accessibility charge is \$150 per quarter per EDU. Accessibility charges are non-refundable should the applicant fail to utilize the allocated EDUs.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

PASSED AND ADOPTED this 19<sup>th</sup> day of September, 2017.

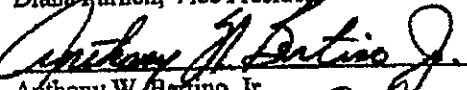
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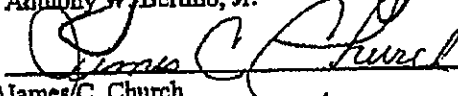
  
Harold L. Higgins - Kelly Shannahan  
Chief Administrative Officer; Assistant CAO

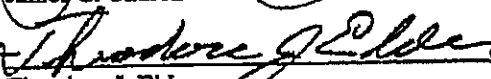
COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

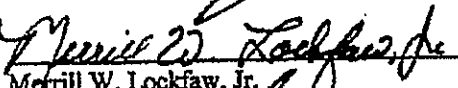
  
Madison J. Bunting, Jr., President

  
Diana Burnell, Vice President

  
Anthony W. Beruno, Jr.

  
James C. Church

  
Theodore J. Elder

  
Merrill W. Lockfaw, Jr.

  
Joseph M. Mitreic

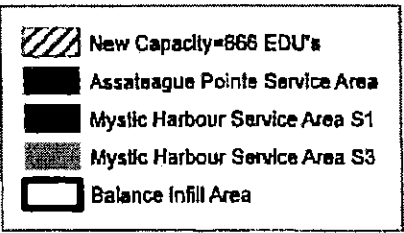
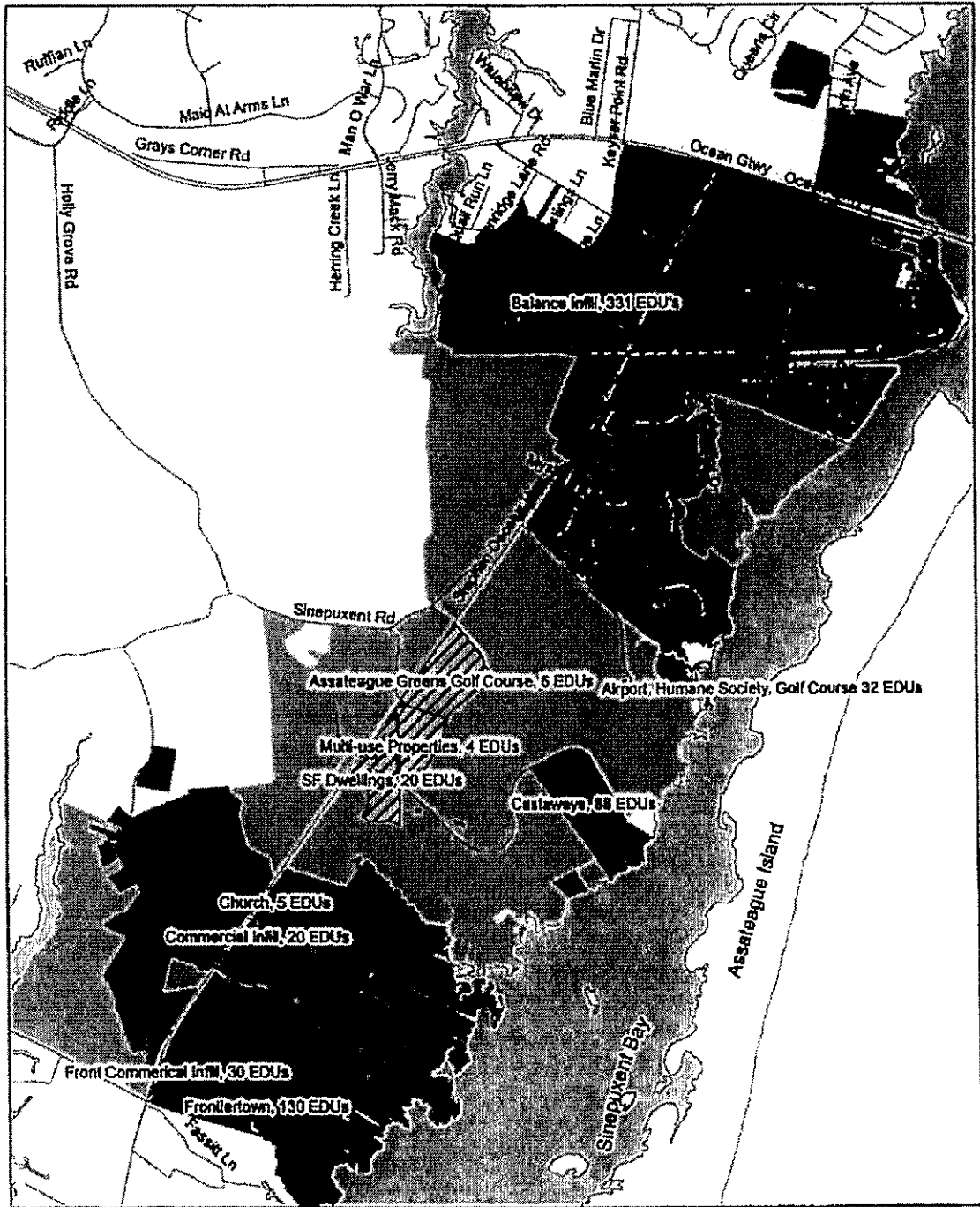
**Allocation of Sewer EDUs in Mystic Harbour Sanitary Service Area (New Capacity as of 9/18/18)**

<b>North of Airport, North of Antique Road, East and West of Route 611 - "Area 1"</b>	<b>Original Allocation</b>	<b>Current Adjusted Allocation</b>	<b>Sold and In Service</b>	<b>Sold and Not In Service</b>	<b>Remaining Allocation</b>	<b>Footnotes</b>
Infill and Intensification of Properties in "Area 1"	154	114	0	56	58	3, 10, 12, 13
Vacant or Multi-lot Properties in "Area 1"	80	80	0	30	50	13
Single Family Dwellings	17	17	0	0	17	
Commercial Properties in "Area 1"	80	80	0	44	36	4, 5, 7, 8, 11, 13
<b>Subtotal EDUs in "Area 1"</b>	<b>331</b>	<b>291</b>	<b>0</b>	<b>130</b>	<b>161</b>	
<b>Airport and South of Airport, East of Route 611 - "Area 2"</b>						
Commercial Infill South of Airport	20	20	0	0	20	
Vacant or Multi-lot Properties	4	4	0	2	2	6
Assateague Greens Executive Golf Course/Range-9-holes	6	6	0	0	6	
Ocean City Airport, Clubhouse and Humane Society	32	32	32		0	1
Church	5	5	0	0	5	
Single Family Dwellings	20	20	0	1	19	9
Castaways Campground	88	88	88		0	2
Frontier Town Campground	130	200	0	200	0	3, 10
Commercial Portion of Frontier Town Campground	30	0			0	
<b>Subtotal EDUs in "Area 2"</b>	<b>335</b>	<b>375</b>	<b>120</b>	<b>203</b>	<b>52</b>	
<b>TOTAL EDUs</b>	<b>666</b>	<b>666</b>	<b>120</b>	<b>333</b>	<b>213</b>	

Note: See attached map for location of EDU allocations

Footnotes:

- 1 - Transferred 32 EDUs to Town of Ocean City on June 3, 2014 as part of the Eagles Landing Spray Irrigation MOU.
- 2 - Sold 88 EDUs to Castaways Campground on July 3, 2014.
- 3 - Sold 166 EDUs to Frontier Town Campground on March 30, 2017 by transferring 30 EDUs from Frontier Town Commercial allocation and 6 EDUs from "infill and intensification of properties in Area 1" allocation as agreed by Commissioners on September 19, 2017.
- 4 - Sold 14 EDUs to Park Place on May 16, 2017.
- 5 - Hampton Inn bought 40 EDUs from Mitch Parker and bought an additional 13 EDUs from the County on August 28, 2017.
- 6 - Approved the sale of 2 EDU's to Victor H. Birch Property on March 20, 2018.
- 7 - Approved the sale of 1 EDU to Eugene Parker Trust Property on April 3, 2018.
- 8 - Approved the sale of 3 EDU's to L & B Ocean City, LLC Properties on April 3, 2018.
- 9 - Approved the sale of 1 EDU to Michael Jay Deem Property on April 17, 2018.
- 10 - Water and Sewerage Plan Amendment - 34 EDUs from "infill and intensification of properties in Area 1" to Frontier Town Campground for Expansion - approved on June 19, 2018 by County Commissioners (Resolution No. 18-17). Pending MDE approval.
- 11 - Approved the sale of 9 EDUs to Stockyard Inc. Property on June 19, 2018.
- 12 - Approved the sale of 27 EDUs to GCR Development, LLC Property on July 3, 2018.
- 13 - Approved the sale of 63 EDUs - (29-infill, 30-vacant, 4-commercial) - to Sea Oaks, LLC property on September 18, 2018



0.55 0.275 0 0.55 Miles

Mystic Harbour Sewer Planning Area  
 New Mystic Capacity—666 EDU's  
 Prepared by the Worcester County  
 Department of Environmental Programs  
 June 2015

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TECHNICAL REVIEW COMMITTEE

STAFF PERSON: Cathy Zirkle DATE OF MEETING: August 8, 2018

PROJECT: Former Alamo - Proposed construction of two buildings consisting of 9,972 square feet of restaurants, Tax Map 27, Parcel 137, Tax District 10, C-2 General Commercial District, located on the southerly side of Ocean Gateway (US Route 50), west of Stephen Decatur Hwy (MD Route 611)

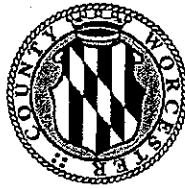
APPLICANT(S) IN ATTENDANCE: \_\_\_\_\_  
\_\_\_\_\_

TRC MEMBERS IN ATTENDANCE:

- \_\_\_\_\_ Keener, Zoning Administrator
- \_\_\_\_\_ Zirkle, DRP Specialist I
- \_\_\_\_\_ Miller, Building Plans Reviewer III
- \_\_\_\_\_ Mitchell, Environmental Programs
- \_\_\_\_\_ Klump, Environmental Programs
- \_\_\_\_\_ Bradford, Environmental Programs
- \_\_\_\_\_ Birch, Environmental Programs
- \_\_\_\_\_ Gerthoffer, Environmental Programs
- \_\_\_\_\_ Mathers, Environmental Programs
- \_\_\_\_\_ Owens, Fire Marshal
- \_\_\_\_\_ Adkins, County Roads
- \_\_\_\_\_ Berdan, County Roads
- \_\_\_\_\_ Wilson, State Highway Admin.
- \_\_\_\_\_ Ross, W & WW, DPW
- \_\_\_\_\_ Clayville, Planning Commission Rep.

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X Under the terms of ZS 325(f)(1), this application is considered to be a minor site plan since the square footage of all structural improvements does not exceed 10,000 square feet in area. All minor site plans are reviewed and approved by the Technical Review Committee. The Technical Review Committee shall have the authority to forward an application to the Planning Commission when it is determined the site plan shall have a broad impact on the County or where otherwise deemed appropriate.



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

# Worcester County

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

TEL: 410-632-1200 / FAX: 410-632-3008

[www.co.worcester.md.us/drp/drpindex.htm](http://www.co.worcester.md.us/drp/drpindex.htm)

## WORCESTER COUNTY TECHNICAL REVIEW COMMITTEE

August 8, 2018

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION

Cathy Zirkle, DRP Specialist I (ext. 1139)  
Department of Development, Review and Permitting  
Worcester County Government Office Building  
One West Market Street, Room 1201  
Snow Hill, MD 21863  
(410) 632-1200

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Project: Former Alamo - Proposed construction of two buildings consisting of 9,972 square feet of restaurants, Tax Map 27, Parcel 137, Tax District 10, C-2 General Commercial District, located on the southerly side of Ocean Gateway (US Route 50), west of Stephen Decatur Hwy (MD Route 611)

### GENERAL COMMENTS:

- A. In order to obtain a Building Permit, the applicant must submit the following to the Department:
  - 1. Submit a complete Building Permit application, along with the initial fee of \$300.00 made payable to "Worcester County",
  - 2. Submit four (4) sets of complete construction plans (footing, foundation, framing, floor plan and building elevations (front, rear and sides). The construction plans must be sealed by an architect. The plans must be prepared in accordance with the applicable International Building Code, Energy Code, and ADA Code;
  - 3. Submit three (3) sets of the site plan as approved by the Technical Review Committee or the Planning Commission.
- B. Once the permit is issued, the applicant must coordinate all necessary inspections with the respective Building/Housing/Zoning Inspector. The Department requires 24 hour notice for all inspections. The inspector, once on site, may require special or additional inspections than normal.
- C. In order to obtain a Certificate of Use and Occupancy, all of the necessary inspections must be completed and approved by the various inspections agencies (building, zoning, plumbing, electrical, water, sewage, health, roads, etc.). Two sets of As-Builts (illustrating all lighting, landscaping, parking, signs and etc.) must be submitted at least one week prior to the anticipated occupancy of the building, structure or use of land activity. The Department has 48 hours from the last inspection in which to process a Certificate of Use and Occupancy. Please note that it is unlawful to occupy (employees or patrons) a structure without benefit of a Certificate of Use and Occupancy.

Any questions relative to the permit or bonding process should be directed to Jennifer K. Keener at (410) 632-1200, extension 1123.

SPECIFIC COMMENTS:

This project is subject to, but not limited to, the following sections of the Zoning and Subdivision Control Article:

|          |                                                                                |
|----------|--------------------------------------------------------------------------------|
| ZS 1-210 | C-2 General Commercial District                                                |
| ZS 1-305 | Lot requirements generally                                                     |
| ZS 1-306 | Access to structures                                                           |
| ZS 1-317 | Commercial development, industrial development and industrial parks            |
| ZS 1-319 | Access and traffic circulation requirements                                    |
| ZS 1-320 | Off-street parking areas                                                       |
| ZS 1-321 | Off-street loading spaces                                                      |
| ZS 1-322 | Landscaping and buffering requirements                                         |
| ZS 1-323 | Exterior lighting                                                              |
| ZS 1-324 | Signs                                                                          |
| ZS 1-325 | Site plan review                                                               |
| ZS 1-326 | Classification of highways                                                     |
| ZS 1-327 | Additional setbacks from drainage ditches and stormwater management facilities |

1. A demolition permit will be required prior to any work commencing on site;
2. A plat of consolidation will be required to be submitted to the Department for review and approval prior to permitting;
3. Please add the dimension from the property line to northwest corner of building 2;
4. Please illustrate and dimension any awnings or eaves that will be in setback. Based upon the review of the building elevations, there may be encroachments greater than what is allowed under the provisions of §ZS 1-305(k)(1);
5. Please dimension the travel way between the buildings;
6. Written approval from the State Highway Administration that the entrance design is acceptable will be required prior to the Department granting signature approval;
7. Please revise the parcel number to the west to be 128;
8. Please correct the parking space numbers to reflect 102 10' x '20 spaces and a total of 107;
9. Please remove the general note stating the no loading space is provided;
10. Please remove the two general notes referring to a Forest Conservation easement or show the easement on the site plan;
11. Please modify the tax account number in the parcel description to 017491;
12. Based on the "HCA" notes on the curb of the sidewalk it is assumed that the parking area and the sidewalk are not the same grade, therefore please provide depressed curbing in front of the discharge aisles and provide a detail illustrating the proposed slopes;
13. Please remove/relocate the trees on the landscape plan that were plotted within parking spots or travel ways;
14. Please note the height of Red Maple trees at time of planting (10' minimum within the parking area);
15. Landscaping is required along US Route 50, which by definition in §ZS 1-322(e)(3) is a mix of trees, shrubs and other vegetation;



16. In accordance with §ZS 1-322(g), a maintenance and replacement bond for required landscaping is mandatory for a period not to exceed two years in an amount not to exceed one hundred and twenty-five percent of the installation cost. A landscape estimate from a nursery will be required to be provided at permit stage to accurately determine the bond amount;
17. Please identify the height, watts/lumens and type of lighting proposed. Any on building lighting will need to be identified as well;  
Signage meeting the requirements of §ZS 1-324 shall be reviewed and approved during the permitting process;
18. Written confirmation from the Department of Environmental Programs that this project has obtained the necessary EDU allocations will be required prior to the Department granting signature approval;
19. Written confirmation from the Department of Environmental Programs that this project has received approvals relative to Forestry/ Critical Area and Stormwater Management will be required prior to the Department granting signature approval;



DEPARTMENT OF ENVIRONMENTAL PROGRAMS

Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1305  
SNOW HILL, MARYLAND 21863  
TEL: 410.632.1220 / FAX: 410.632.2012

LAND PRESERVATION PROGRAMS  
STORMWATER MANAGEMENT  
SEDIMENT AND EROSION CONTROL  
SHORELINE CONSTRUCTION  
AGRICULTURAL PRESERVATION  
ADVISORY BOARD

WELL & SEPTIC  
WATER & SEWER PLANNING  
PLUMBING & GAS  
CRITICAL AREAS  
FOREST CONSERVATION  
COMMUNITY HYGIENE

TECHNICAL REVIEW COMMITTEE  
FOREST CONSERVATION REVIEW

STAFF PERSON: Jenelle Gerthoffer (JG)

DATE OF MEETING: August 8, 2018

PROJECT: Former Alamo

LOCATION: Tax Map 27; Parcels: 137

OWNER/DEVELOPER: Mark Odachowski

LAND PLANNER: R.D. Hand & Associates, Inc.

.....  
**This project is subject to the Worcester County Forest Conservation Law. A Forest Conservation Application, fee, and concept plan have been submitted. A Forest Conservation Plan and/or off-site mitigation bank utilization agreement must be approved prior to this project being reviewed by the Planning Commission.**

With a net tract area of 1.823 acres, which is not forested, and an afforestation threshold of 15 percent and conservation threshold of 15 percent, there is a total afforestation requirement of .27 acres. If off site retention or mitigation bank is used to comply with the Forest Conservation Law, the required afforestation will be increase to a 2:1 ratio, or .54 acres. Any off-site areas must be within the same watershed as the project property.

**This project is subject to the Worcester County Stormwater Ordinance. The project has obtained Stormwater concept plan approval. Site Design Plan approval must be received prior to this case going to the Planning Commission.**



## Worcester County

Department of Environmental Programs  
Environmental Programs Division

### Memorandum

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**To:** Technical Review Committee (TRC) for the August 8<sup>th</sup> meeting

**From:** Environmental Programs Staff

**Subject:** Former Alamo  
TM 27 P 137  
Minor Site Plan

**Date:** July 31, 2018

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Environmental Programs comments are based on the plans submitted. These comments are subject to change every time a change is made to the plans that affect water and/or sewage for this site.

1. There are two (2) restaurants in this site plan and this property has two (2) sewer service laterals installed according to DPW. Each of the restaurants could then be served by their own lateral and it is preferred that each have their own service account and water meter with the sanitary district. The first restaurant with 256 seats would need 22 EDUs of sewer and water capacity. The second restaurant with 276 seats would need 23 EDUs of sewer and water capacity. There are currently eleven (11) EDUs on the property from the West Ocean City Sanitary Service Area. Since the plan describes Mystic Harbour Sanitary Service Area as the provider of water and sewer for this project, the applicant will need to comply with the procedures detailed in County Commissioner Resolution 17-19 to secure the sewer capacity. To do that, an application and deposit must be presented to Ms. Jessica Wilson, Enterprise Fund Controller, who begins the processing for a Mystic Sewer allocation to be reviewed by the County Commissioners for approval. This project must have the sewer allocations prior to applying to the Zoning Administrator for final signature approval.
2. If Mystic sanitary sewer capacity is secured to serve this facility, the 11 EDUs of West Ocean City sewer capacity can be sold and transferred off to another property or properties under County Commissioner Resolution 97-1. A property cannot be served by sewer from two different sanitary districts on the same account. This property appears to

✓  
25 EDUs

**Citizens and Government Working Together**

contain five (5) lots, according to an as-built plan for Tip Top Cottages that we have on file. Consolidation of the lots would need to be completed before capacity can be transferred off this property.

3. Public water is available to the property and water main can be extended to this project from the neighboring Holiday Inn Express property. Twenty two (22) water EDUs will need to be acquired and hook-up charges paid for the first restaurant and twenty three (23) EDUs will be need to be acquired and hook-up charges paid for the second restaurant. Please contact Jessica Wilson, Enterprise Fund Controller for these applications and fees. She can be reached at 410-632-0686 ext. 1217. A public works agreement will need to be completed for the extension of the water main. Please contact John Ross, Deputy Director of Public Works, to complete that agreement. He can be reached at (410) 641-5251 ext. 2412.
4. The existing well serving this property will need to be taken out of service and properly abandoned prior to demolition of the existing structures.
5. Gas permits will be needed as well if utilized. Gas is available to this property.
6. As part of the site utility work, a plumbing permit will need to be obtained.
7. Commercial Plumbing Plans will need to be submitted for review with building permit for each restaurant and a \$125 review fee submitted for each as well. A plumbing permit will be need to be obtained for the interior work. Properly sized grease traps will need to be included for each restaurant.
8. Plumbing Code is the 2015 National Standard Plumbing Code (NSPC) Illustrated (National Association of Plumbing-Heating-Cooling Contractors). The Gas Code is National Fuel Gas Code, ANSI Z223.1, NFPA 54, 2015 Edition, for natural gas.

**Citizens and Government Working Together**



DEPARTMENT OF  
ENVIRONMENTAL PROGRAMS


**Worcester County**

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

LAND PRESERVATION PROGRAM  
STORMWATER MANAGEMENT  
SEDIMENT AND EROSION CONTROL  
SHORELINE CONSTRUCTION  
AGRICULTURAL PRESERVATION  
ADVISORY BOARD

WELL & SEPTIC  
WATER & SEWER PLANNING  
PLUMBING & GAS  
CRITICAL AREAS/FORESTRY  
COMMUNITY HYGIENE

## MEMORANDUM

DATE: July 31, 2018  
TO: Worcester County Technical Review Committee  
FROM: Joy S. Birch, Natural Resources Specialist III   
RE: August 8, 2018 Technical Review Committee Meeting

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- Former Alamo – Proposed construction of two buildings consisting of 9,972 square feet of restaurants, Tax Map 27, Parcel 137, Tax District 10, C-2 General Commercial District, located on the southerly side of Ocean Gateway (US Route 50), west of Stephen Decatur Hwy (MD Route 611), Mark Odachowski, property owner / R.D. Hand and Associates, Inc. Land Planner / Iott Architecture & Engineering, Inc. engineering. This is located outside of the Atlantic Coastal and Chesapeake Bay Critical Area Program. No Comment.



WORCESTER COUNTY TECHNICAL REVIEW COMMITTEE

Department of Development Review & Permitting  
Worcester County Government Center  
1 W. Market St., Room 1201  
Snow Hill, Maryland 21863  
410-632-1200, Ext. 1151  
pmiller@co.worcester.md.us

\*\*\*\*\*

Project: **Remember the Alamo**

Date: 8/8/2018

Tax Map: 27 Parcel: 137 Section: \_\_\_\_\_ Lot: 30

STANDARD COMMENTS

1. Items listed in this review are not required for Technical Review Committee approval.
2. Provide complete code review. List type of construction, use groups, height and area, occupant loads, live, dead and other structural loads.
3. Soils report required at time of building permit application.
4. Compaction reports due at all footings and slab inspections as well as any site work and structural fill.
5. Complete sealed architectural, structural, mechanical, plumbing and electrical plans are required.
6. Provide information for wind, snow and seismic loads.
7. Special Inspections (Third party) required per IBC Chapter 17 for steel, concrete, masonry, wood, prepared fill, foundations and structural observations.
8. Provide plan for owner's special inspection program, list inspections and inspection agencies.
9. A Maryland Registered Architect must seal plans. This architect or architectural firm will be considered the architect of record.
10. A pre-construction meeting will be required before any work starts.
11. Provide complete accessibility code requirements and details.
12. List on construction documents all deferred submittals.
13. Truss and other shop drawings will be required prior to installation. Design professional in responsible charge shall review and approve all shop drawings.
14. Please provide your design professional with a copy of these comments.

## SITE SPECIFIC COMMENTS

1. Current Codes: 2015 International Building Code  
2015 International Energy Conservation Code  
2015 International Mechanical Code  
2017 NEC  
Maryland Accessibility Code  
2010 ADA Standards for Accessible Designs  
**(Maryland Codes Administration plans to complete required code adoption of the 2018 edition of the International Codes by the end of 2018).**
2. Wind Design: 128 MPH (assumed); Risk category II; Exposure "C"
3. Complete sealed architectural, structural, mechanical, plumbing and electrical plans are required.
4. ADA: Provide all details and specifications per 2010 ADA design standards.
5. Accessible route from parking to ramp (provide curb cut).
6. Provide all information per section C103.2 and R103.2: **"Information on construction documents of 2015 IECC"**.
7. Provide an Energy Compliance Report and lighting plan (wattage report).
8. Site constructed walk-in coolers / freezers to comply with D.O.E. regulations (Energy conservation standards for walk-in coolers and freezers).
9. Exterior walls less than ten feet from property line to be one hour rated.
10. Toilet rooms shall not open directly into a room used for the preparation of for service to the public.
11. The minimum space required in toilet compartments is provided so that a person using a wheelchair can maneuver into position at the water closet. This space cannot be obstructed by baby changing tables or other fixtures or conveniences, except as specified at 604.3.2 (Overlap). If toilet compartments are to be used to house fixtures other than those associated with the water closet, they must be designed to exceed the minimum space requirements.
12. Provide accessible seating at the bar per ADA design standards 226.1.



GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1003  
SNOW HILL, MARYLAND 21863-1194  
TEL: 410-632-5666  
FAX: 410-632-5664

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## TECHNICAL REVIEW COMMITTEE COMMENTS

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PROJECT: Former Alamo  
LOCATION: Tax Map 27; Parcel 137  
CONTACT: Mark Odachowski  
MEETING DATE: August 8, 2018

TRC #: 2018377

COMMENTS BY: Matthew Owens  
Chief Deputy Fire Marshal

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As you requested, this office has reviewed plans for the above project. Construction shall be in accordance with applicable Worcester County and State of Maryland fire codes. This review is based upon information contained in the submitted TRC plans only, and does not cover unsatisfactory conditions resulting from errors, omissions or failure to clearly indicate conditions. A full plan review by this office is required prior to the issuance of a building permit. The following comments are noted from a fire protection and life safety standpoint.

### Scope of Project

The proposed construction of two buildings consisting of 9,972 square feet of restaurants.

### General Comments

1. A water supply for fire protection shall be identified indicating the following:
  - a. Water Source
  - b. Engineering study for reliability of water source
  - c. Size (in gallons) of water source
  - d. Replenishment of water supply
  - e. Diameter of in ground pipe
  - f. Number of hydrants
  - g. Location of hydrants
  - h. Roadway width and surface types
  - i. Distance from hydrant to roadway
2. If public water source, approved plans by the public works department.
3. Water source plans must be approved prior to recording of plat.



4. Fire hydrants shall be located within 3 ft. of curb line. Placement of fire hydrants shall be coordinated with this office prior to installation.
5. Obstructions shall not be placed or kept near fire hydrants, fire department inlet connections, or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately visible and accessible.
6. All underground water mains and hydrants shall be installed, completed, and in service prior to construction work or as soon as combustible material accumulates, which ever comes first. A stop work order will be issued if fire hydrants are not in service prior to construction work start.
7. Fire Lanes shall be provided at the start of a project and shall be maintained throughout construction. Fire lanes shall be not less than 20 ft. in unobstructed width, able to withstand live loads of fire apparatus, and have a minimum of 13 ft. 6 in. of vertical clearance. Fire lane access roadways must be established prior to construction start of any structure in the project. Failure to maintain roadways throughout the project will be grounds to issue stop work orders until the roadway access is corrected.
8. Coordinate 9-1-1 addressing with Worcester County Department of Emergency Services (410) 632-1311.

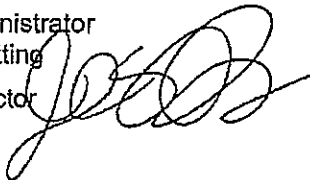
#### Specific Comments

1. The proposed restaurants shall be protected by an approved automatic suppression system in accordance with NFPA 13, *The Standard for the Installation of Sprinkler Systems*.
2. The proposed restaurants shall be protected by an approved fire alarm system in accordance with NFPA 72, *The National Fire Alarm and Signaling Code*.
3. A fire hydrant shall be located within 100 feet of fire department connection for sprinkler system. The location and placement of fire hydrants shall be coordinated with the Fire Marshal's Office.
4. The location and marking of fire lanes shall be coordinated with the Fire Marshal's Office.
5. Complete set of building plans shall be submitted and approved prior to start of construction.
6. No further comments at this time.

**WORCESTER COUNTY  
DEPARTMENT OF PUBLIC WORKS  
WATER & WASTEWATER DIVISION  
INTEROFFICE MEMORANDUM**

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**TO:** Jennifer K. Keener, Zoning Administrator  
Development Review and Permitting  
**FROM:** John S. Ross, P.E., Deputy Director  
**DATE:** August 1, 2018  
**SUBJECT:** TRC Meeting – August 8, 2018



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**I. Site Plan Review**

- A.** Former Alamo - Proposed construction of two buildings consisting of 9,972 square feet of restaurants, Tax Map 27, Parcel 137, Tax District 10, C-2 General Commercial District, located on the southerly side of Ocean Gateway (US Route 50), west of Stephen Decatur Hwy (MD Route 611), Mark Odachowski, property owner/ R. D. Hand and Associates, Inc, Land Planner/Iott Architecture & Engineering, Inc, engineering;
1. Ensure adequate Water and Sewer EDUs are assigned to this project
  2. There are two (2) sewer laterals available to connect the proposed restaurants, Contact the Water and Wastewater Division to identify the location of the laterals
  3. The public waterline will need to be extended across the front of the property to provide water service. Contact the Water and Wastewater Division to discuss the process for extending the public waterline.
  4. Reserve additional comments pending preparation of construction drawings.

**Cc:** John Tustin

**MDOT**  
MARYLAND DEPARTMENT  
OF TRANSPORTATION  
STATE HIGHWAY  
ADMINISTRATION

Larry Hogan  
Governor  
Boyd K. Rutherford  
Lt. Governor  
Pete K. Rahn  
Secretary  
Gregory Slater  
Administrator

August 3, 2018

Ms. Jennifer Keener, Zoning Administrator  
Department of Developing, Review and Planning  
Worcester County Government Center  
One West Market Street, Room 1201  
Snow Hill MD 21863

Dear Ms. Keener:

Thank you for the opportunity to review the submittal for the proposed development project formerly known as The Alamo, located on the southerly side of US 50, west of MD 611, in Worcester County. The Maryland Department of Transportation State Highway Administration (MDOT SHA) has reviewed the plans and we are pleased to respond.

This minor site plan proposes the construction of two restaurants, consisting of 9,972 square feet. As the plan proposes the new construction of a commercial development, with the reconstruction of a commercial access to US 50, a Commercial Access Permit will be required from this office.

Subject to our aforementioned comments, the applicant must submit four sets of plans, two sets of the Stormwater Report, and a CD containing the plans and supporting documentation in PDF format directly to Mr. James W. Meredith at 660 West Road, Salisbury, MD 21801, attention of Mr. Daniel Wilson, or you can choose to make an electronic project submittal by logging into <https://mdotsha.force.com/accesspermit/login?ec=302&inst=1B&startURL=%2Faccesspermit>.

If you have any questions or require additional information please contact Mr. Daniel Wilson, Access Management Consultant, at 410-677-4048, by using our toll free number (in Maryland only) at 1-800-825-4742 (x4048), or via email at [dwilson12@sha.state.md.us](mailto:dwilson12@sha.state.md.us). Mr. Wilson will be happy to assist you.

Sincerely,



For James W. Meredith  
District Engineer

cc: Mr. Hicham Baassiri, Assistant District Engineer-Project Development, MDOT SHA  
Mr. Mike Marvel, Resident Maintenance Engineer, MDOT SHA  
Mr. Daniel Wilson, Access Management Consultant, MDOT SHA



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

**MEMORANDUM**

JOHN H. TUSTIN, P.E.  
DIRECTOR

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

TEL: 410-632-5623  
FAX: 410-632-1753

**TO:** Jennifer Kenner, Zoning Administrator  
**FROM:** Frank J. Adkins, Roads Superintendent  
**DATE:** July 24, 2018  
**SUBJECT:** TRC Meeting – August 8, 2018

FA

DIVISIONS

MAINTENANCE  
TEL: 410-632-3766  
FAX: 410-632-1753

ROADS  
TEL: 410-632-2244  
FAX: 410-632-0020

SOLID WASTE  
TEL: 410-632-3177  
FAX: 410-632-3000

FLEET  
MANAGEMENT  
TEL: 410-632-5675  
FAX: 410-632-1753

WATER AND  
WASTEWATER  
TEL: 410-641-5251  
FAX: 410-641-5185

.....  
Section 1-325 Site Plan Review

**A. Former Alamo**

1. Borders State Highway. No comments at this time.

cc: John H. Tustin, P.E.

FJA:jl  
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**DEPARTMENT OF ENVIRONMENTAL PROGRAMS**

**Alamo Motel  
EDUs  
TM27 P137**

**From the files:**

Alamo Court Hotel

Site Plan Flow Notes (Existing)

2,779 gal for 11,117.6 SF hotel at 0.25gal/sf  
125 gal for 5 extra seats at 25 gal seat  
152 gal for an additional unit for 608 sf at 0.25 gal/sf  
24 gal for the showers at 0.25 gal/sf for 94 sf

3080 gal this equals the 11 EDUs

The architect should note and show the additional 288 sf additions (bumpouts) that were made on each side of the hotel front building that were previously approved by the Commissioners. (should confirm dates with client).

The old shed should be figured in at 0.03 gal/sf for the 16 x 24 = 11.52 gal. (TORN DOWN)

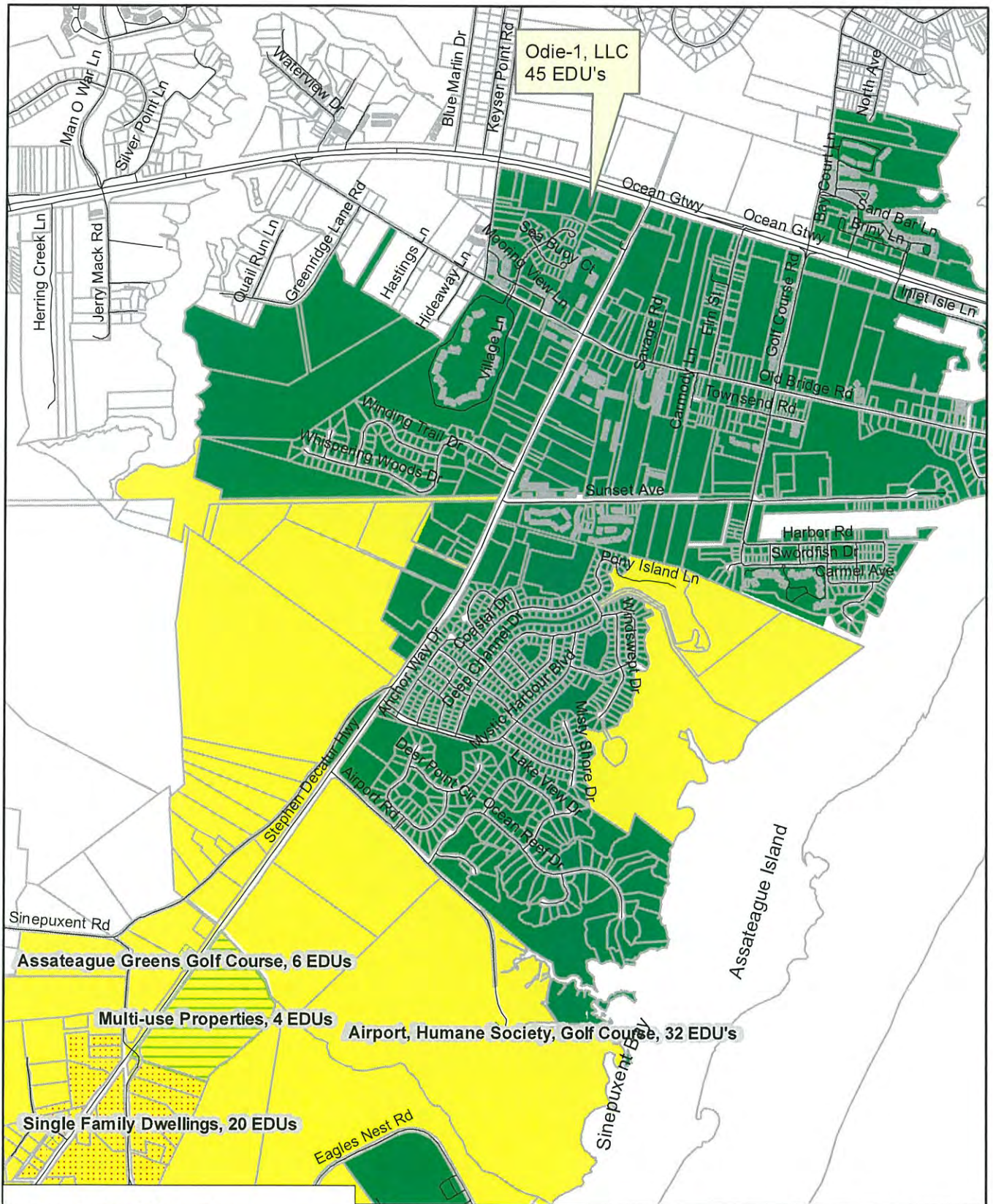
Then they have no more flow.

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**Proposed**

Two (2) Restaurants:

The first restaurant: 256 seats @ 25 gpd/seat = 22 EDUs of sewer  
The second restaurant: 276 seats @25 gpd/seat = 23 EDUs of sewer



**Remaining Allocation**

-  Commercial
-  Residential
-  Vacant or multi-lot
-  Mystic Harbour Service Area S1
-  Mystic Harbour Service Area S3

0.3 0.15 0 0.3 Miles



Odie-1, LLC EDU's  
(North Area 1)

Prepared by the Worcester County  
Department of Environmental Programs  
October 12, 2018