

**AGENDA**  
**WORCESTER COUNTY COMMISSIONERS**

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

The public is invited to view this meeting live online at - <https://worcestercountymd.swagit.com/live>

**May 16th, 2023**

- |   |             |
|---|-------------|
|   | Item #      |
| 9:00 AM - Vote to Meet in Closed Session in Commissioners' Conference Room – Room 1103<br>Government Center, One West Market Street, Snow Hill, Maryland  |             |
| 9:01 - Closed Session<br>(Discussion regarding a personnel update, requests to hire Transfer Station Attendant, Vehicle and Equipment Mechanic III, Emergency Communications Specialist Trainee and Correctional Officer Trainee, and certain personnel matters with human resources, receiving legal advice, and performing administrative functions)                                      |             |
| 10:00 - Call to Order, Prayer (Rabbi Arthur Rutberg) Pledge of Allegiance   |             |
| 10:01 - Report on Closed Session; Review and Approval of Minutes from May 2, 2023   |             |
| 10:02 - Consent Agenda<br>(Housing Rehab Bid Packets, Refuge at Windmill Creek RPC Findings of Fact and Resolution, St. Martins by the Bay Water System Public Hearing Notice, Tax Ditch Revision, FY24 PIGA Grant Acceptance, Request to Bid Trail and Greenway Master Plan, Request to Purchase Camera System, Vehicles for Change Letter of Support)                                     |             |
| 10:05 - Chief Administrative Officer: Administrative Matters<br>(Corps OC Inlet Presentation, Mason Road Speed Study, Solid Waste Over Expenditure, Request to Contract Logistical Storage Design Services, Proposed Private Lane Shore Point Cottage Court, Proposed Introduction Text Amendment Multi-family in C-3, Annexation Request Pocomoke, FY24 Budget Update, Board Appointments) | <b>1-8</b>  |
| 10:30 - Public Hearing Ocean City Library Release of Easement   | <b>9-17</b> |
| 12:00 PM - Questions from the Press; County Commissioner's Remarks  | <b>18</b>   |
| <b>Lunch</b>  |             |
| 1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary)   |             |

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

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



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

May 2, 2023

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

Following a motion by Commissioner Bunting, seconded by Commissioner Purnell, with Commissioner Elder absent, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners’ Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Candace Savage, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Human Resources Director Stacey Norton, Environmental Programs Director Bob Mitchell and Deputy Director David Bradford. Topics discussed and actions taken included the following: hiring Marcus Horne-Dennis as a maintenance worker I within the Water and Wastewater Division, Thomas Ahlers as a roads worker III and William Ketterman as a roads worker II within the Roads Division, and Jessie Long as the natural resources administrator within Environmental Programs; transferring Hunter Lewis from transfer station attendant within the Solid Waste Division to roads worker II within the Roads Division; receiving legal advice from counsel; and performing administrative functions, including considering board appointments.

Following a motion by Commissioner Mitrecic, seconded by Commissioner Bunting, the commissioners unanimously voted to adjourn their closed session at 9:55 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Bertino called the meeting to order, and following a morning prayer by Reverend George Tasker of Abundant Life Apostolic Church in Pocomoke and pledge of allegiance, announced the topics discussed during the morning closed session.

Commissioner Elder was absent from the meeting.

The commissioners reviewed and approved the open and closed session minutes of their April 18, 2023 meeting as presented.

The commissioners presented a proclamation to Social Services Deputy Director Tammy Jones and other staff members recognizing May as National Foster Care Month and thanking area foster parents for helping to restore stability and a sense of self-worth within young people

**DRAFT**

whose lives have been disrupted through no fault of their own. The commissioners also recognized Sarah Hirsh as the 2023 Foster Care Parent of the Year.

The commissioners presented a proclamation recognizing May 7-13, 2023 as Travel and Tourism Week to Worcester County Tourism and Economic Development (WCTED) Director Melanie Pursel and Workforce Development Specialist Nancy Schwendeman, along with other tourism officials, including Ivy Wells, Ruth Waters, Lorissa McCallister, Lisa Challenger, Lauren Taylor, Ann Hillyer, Kerrie Bunting, and Amy Thompson. Ms. Pursel stated that tourism generated \$2.5 billion in visitor spending last year and has returned to 90% of pre-pandemic numbers.

Upon a motion by Commissioner Purnell, the commissioners unanimously approved by consent agenda item numbers 2-7 as follows: an FY23 Community Project Funding Grant Agreement from the Maryland Department of Housing and Urban Development awarding \$100,000 to the County for the Housing Rehabilitation Program; Jail Improvements Change Order extending the completion date from March 8 to May 29, 2024 due to major equipment shipping delays; awarding the low bid of \$55,350 for the purchase of a batting cage for use within Recreation and Parks; a special event application from Phil Houck, owner of Crab Alley, to use the West Ocean City commercial harbor parking lot and boat ramp for the Ocean City Power Boat Race from August 19-20, 2023; entering into a Memorandum of Understanding between the Maryland Department of the Environment for the Worcester County Assawoman Greys Creek Living Shoreline Project; a letter supporting the Berlin Fire Company's request for Assistance to Firefighter grant funds from the Federal Emergency Management Agency to replace self-contained breathing apparatus.

The commissioners met with Procurement Officer Nick Rice to review bid specifications to purchase sound attenuating panels to be placed in the front atrium of the Worcester County Government Center. Commissioner Bunting suggested placing a sign in the lobby asking for quiet, which may address the noise issues in that room. Following some discussion, the commissioners took no action on this bid request.

Pursuant to the recommendation of Mr. Rice and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved bid specifications for the addition of a storage shed at the Worcester County Recreation Center in Snow Hill.

Pursuant to the recommendation of Mr. Rice and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved bid specifications to renovate the County Roads Division building.

Pursuant to the request of Development Review and Permitting Director Jennifer Keener and upon a motion by Commissioner Mitrecic, the commissioners unanimously agreed to schedule a public hearing for an amendment application submitted by Attorney Hugh Cropper, on behalf of Ocean 8 Group, LLC to rezone approximately 3.29 acres of land on the easterly side of Stephen Decatur Highway, approximately 450 feet south of Sunset Avenue from C-2 General Commercial District to R-4 General Residential District. Ms. Keener advised that the Planning

Commission has given a favorable recommendation to the rezoning application.

The commissioners met with Ms. Keener to review a text amendment application submitted by Attorney Mark Cropper to modify the provisions of ZS 1-202(c)(42) Separation distances for commercial non-agricultural functions in agricultural structures and lands in the A-2 Agricultural District. Ms. Keener advised that the Planning Commission has given a favorable recommendation to this text amendment, which would grant the Board of Zoning Appeals the authority to review a special exception to reduce the 500-foot separation distance to an adjoining family structure, other residential structure, or the front road right-of-way.

Following some discussion, Commissioners Mitrecic and Purnell introduced the aforementioned text amendment as Bill 23-3 (Zoning – Separation distances for commercial non-agricultural functions in agricultural structures and lands in the A-2 Agricultural District) and scheduled a public hearing on the bill.

The commissioners met with County Attorney Roscoe Leslie to review a text amendment application drafted by staff that would amend the provisions of PS 3-203 (Designation of limited parking or no parking zones) to allow paid parking on County-owned public property. Mr. Leslie advised that this amendment must be made to implement the recently approved pilot program for paid parking at a County landing. He further stated that the amendment simply adds the word “paid” into provisions that already empower the County to limit or ban parking in certain areas.

Following some discussion, Commissioners Abbott, Bertino, Bunting, and Fiori introduced the aforementioned text amendment as Bill 23-4 (Designation of limited parking or no parking zones).

The commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Purnell, the commissioners unanimously agreed to reappoint Coleen Colson and Windy Phillips to the Commission for Women.

Pursuant to the recommendation of Chief Administrative Officer Weston Young in response to a written, detailed spending request from Showell Volunteer Fire Company (SVFC) President David Smarte and upon a motion by Commissioner Mitrecic, the commissioners unanimously agreed to award American Rescue Plan Act funds to Showell to purchase a fire truck. Mr. Young advised that this will allow the SVFC to obtain a low-interest loan, and the savings from that loan can then be used to purchase an additional ambulance to improve the fragile system.

Commissioner Mitrecic honored the service of former Ocean City Councilman Doug Cymek who passed away May 1, 2023.

Following a question by Commissioner Bertino, Mr. Young advised that there is a link on the County website for those interested in viewing the public hearing on the requested FY24 County Operating Budget to take place that evening at 7:00 p.m.

In response to questions by Commissioner Bertino, Mr. Young advised that Board of Education (BOE) officials provided another sample breakdown on their requested FY24 budget.

Commissioner Bertino noted that it does not provide all the requested information, but that it is a good start.

The commissioners answered questions from the press, after which they recessed until 7:00 p.m.

The commissioners conducted a public hearing at 7:00 p.m. in the Commissioners' Meeting Room in the Government Center on the requested FY24 County Operating Budget. Commissioner Elder was absent from the meeting. Commissioner Bertino called the meeting to order and welcomed those in attendance. Mr. Young presented a PowerPoint outlining the FY24 Requested Operating Budget and explained that the requested expenditures of \$241,756,064 exceed the County's estimated revenues of \$230,169,711 by \$11,586,353. He stated that this difference must be reconciled by the commissioners either through reductions in expenditures, additional revenues, or a combination of both.

Commissioner Bertino opened the floor to receive public comments.

Jennifer LaMade, executive director of the Jesse Klump Memorial Fund (JKMF), reviewed the impacts of suicide individually and on the community, and she asked the commissioners to approve a modest increase in the annual JKMF grant to help them serve a greater number of youth.

Jack Ferry, executive director of the Worcester County Developmental Center (WCDC), reviewed the programs and services that the WCDC provides to the community, thanked the commissioners for their ongoing partnership, and urged them to provide level grant funding to the WCDC in FY24.

Vince Gisriel of Ocean City urged the commissioners to examine possible cuts in the Board of Elections budget, noting that, perhaps, they could eliminate funding of \$100,000 for new voting machines, which he felt may not be needed.

Mike Valerio of the Fraternal Order of Police (FOP) Lodge 50 thanked the commissioners for their past support and urged them to approve the requested FY24 Sheriff's Office budget and requested salary increases.

FOP member Scott Griffin of Bishopville also asked the commissioners to support a salary increase for deputies to fairly compensate them for the jobs they do.

Carol Frazier, a Police Accountability Board member and resident of Ocean Pines, stated that the County law enforcement agencies are the best in the state, and she asked the commissioners to support the requested salary increases for the Sheriff's Office.

FOP member Keith Newton of Parsonsburg stated his appreciation for the commissioners' ongoing support and asked them to justly compensate sheriff's deputies.

Ocean City Fire Chief Richard Bower, speaking on behalf of County fire and EMS agencies, thanked the commissioners for their investment to date in fire and EMS and recognized the success of the Fire and EMS Strategic Planning Work Group. He then asked the commissioners to consider fire funding to remain flat with supplemental funding, and EMS funding to include an additional \$10,000 per ambulance and mileage and run increases, and some funding to address inequities in the salaries for fire and EMS personnel.

Superintendent Lou Taylor thanked the commissioners for their continued partnership, which is essential to prepare students for their future by continuing to invest in school funding to offer competitive salaries and benefits to attract and retain the most qualified educators and

support staff available. He then urged the commissioners to support the requested FY24 BOE budget, which is designed to meet these needs.

Sheila Rivera of Snow Hill urged the commissioners to support the BOE budget to keep class sizes small, technology up to date, and to offer competitive salaries and benefits for teachers and support staff.

Mason White of Pocomoke asked the commissioners to fund the requested FY24 BOE budget to keep class sizes small and offer competitive salaries and benefits to maintain and attract the very best teachers.

Debbie Lambertson of Stockton thanked the commissioners for their continued support of quality education and asked them to support the requested FY24 BOE budget to keep class sizes small and offer competitive salaries and benefits to maintain and attract the best teachers.

Pat Barbely of Newark supported education, but asked the commissioners to also manage County tax dollars prudently. She closed by supporting the commissioners' request for a line item BOE budget, stating that more funding is not necessarily the answer.

Allen Hudson, representing the Worcester County bus contractors, stated that no one can put a price tag on safety, and he urged the commissioners to support the requested FY24 BOE budget, which includes needed increases for bus contractors.

Katie Addis, a member of the BOE and resident of Bishopville, spoke as a private citizen. She applauded the commissioners for seeking transparency from the BOE and urged them to stay the course.

Richard Addis of Bishopville stated that there are areas where the BOE and County can partner to save money, and he urged the commissioners to take a hard look at what they are funding in the requested FY24 BOE budget. He concluded that it should be possible to fund a streamlined budget that offers salary increases while also being respectful of County taxpayers.

Tammy Donoway of Berlin asked the commissioners to fully fund the FY24 BOE budget to provide needed technology and competitive salaries and benefits to attract and retain highly qualified educators.

FOP President Bryn Blackburn asked the commissioners to continue funding full-time school resource officer positions at all 13 public schools in the County.

Beth Shockley Lynch, president of the Worcester County Teachers' Association, thanked the commissioners for their continued partnership and urged them to support the requested FY24 BOE budget to provide competitive salaries to attract and retain the County's amazing teachers.

Kate McCloskey of Ocean Pines urged the commissioners to fund salary increases for police and educators and to keep school resource officers in all the public schools. However, she also thanked the commissioners for requiring transparency from the BOE to determine what is and is not essential.

Mr. Young read the following submitted written comments. Joanne Roache of Ocean City supported the requested FY24 BOE, noting that high school graduates earn more, pay more taxes, and use fewer services. Terry Broam of Berlin stated that her family relocated to Worcester County because of the excellent school system, and she urged the commissioners to pass the requested FY24 BOE budget. Gail Jankowski of Berlin urged the commissioners to fully fund the requested FY24 budget to maintain small class sizes and retain excellent teachers and staff. Jackie Cutlip of Berlin fully supported the commissioners' efforts to require the BOE to provide a more detailed budget to hold them accountable and require them to be fully transparent.

**DRAFT**

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

Commissioner Abbott thanked everyone for attending, noting that public input in the budget is important. She stated that transparency should be the cornerstone of any budget, but that the BOE is the largest and least transparent of all the departments and agencies the County funds. She concluded by calling for a forensic audit of the BOE for the past five years.

Commissioner Bertino thanked everyone for attending and for being respectful of the views of all in attendance. He then invited the public to attend the May 9, 2023 budget work session.

The commissioners adjourned to meet again on May 9, 2023.



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

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

MEMORANDUM

To: Weston S. Young, P. E. Chief Administrative Officer  
From: Davida T. Washington, Housing Rehabilitation Program Coordinator  
Date: May 10, 2023  
RE: Housing Rehabilitation Program Bid Packages

.....

Enclosed please find the following two bid packages:

1. Housing Rehabilitation Bid – Pocomoke #1 – June 19, 2023;
2. Housing Rehabilitation Bid – Pocomoke #2 – June 19, 2023;
3. Housing Rehabilitation Bid – Snow Hill #1 – June 19, 2023;
4. Housing Rehabilitation Bid – Snow Hill #2 – June 19, 2023;
5. Housing Rehabilitation Bid – Berlin – June 19, 2023;

All projects are proposed to be funded by the County’s current housing rehabilitation grant, MD-23-CD-25.

I am requesting that the County Commissioners review the packages and approve them to be placed out for the competitive bidding process. I am available to discuss these items with you and the County Commissioners at your convenience.



**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 a single-family home located in the Snow Hill area of Worcester County. Bid specification packages and bid forms are available to licensed Maryland Home Improvement Contractors. Packages 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) 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.

The projects are proposed to be funded by the Community Development Block Grant (CDBG) Program and are thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, June 19, 2023,** 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 – Pocomoke #1 – June 19, 2023**" in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids 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 regarding the bid specifications shall be directed to the Housing Program Inspector, Dave Walter, at 410-603-4096. All other inquiries shall be directed to **David Washington**, at 410-632-1200, ext. 1171.

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

PROPERTY OF: **Delores Downing**  
ADDRESS: **1519 Unionville Road**  
**Pocomoke, MD 21851**  
TELEPHONE: **(410)957-1822**

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

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

NO QUOTATIONS AFTER: June 19, 2023

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

# ITEM 1

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.

**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>

**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
- Section 3 Compliance Bid Form \* if you are not a Section 3 employer and expect no new hires, check 3<sup>rd</sup> option and enter "0" new employees
- Section 3 Business Certification \* if you are not Section 3 employer check bottom option; unable to certify
- Attended Pre-bid meeting: \_\_\_\_\_ Required  X  Not Required
- Signed Bid Submission Checklist

---

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 Davida Washington 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. Please note HUD 4010 enclosed for informational purposes; Davis Bacon is not required for this project.

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

**SECTION 3 CLAUSE**

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, [12 U.S.C. 1701u](#) (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part



of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**SECTION 3 COMPLIANCE BID FORM**

Name of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_

Type of Business:      \_\_ Corporation   \_\_ Partnership   \_\_ Sole Proprietorship   \_\_ Other

Business Activity: \_\_\_\_\_

\_\_\_\_\_ I am certified as a Section 3 Business. I have attached a Section 3 Business Certification.

OR

\_\_\_\_\_ I will subcontract 25% of the contract amount to one or more certified Section 3 Businesses. I have attached Section 3 Business Certifications for selected subcontractors.

OR

\_\_\_\_\_ I anticipate hiring \_\_\_\_\_ new employees under this contract, if awarded. I understand that if any new hires are required under this contract, I will need to comply with Section 3 hiring requirements.

I attest that the above information is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

### GENERAL SPECIFICATIONS

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the home to be rehabilitated is attached. Bids will be accepted until 1:00 p.m. on **Monday, June 19, 2023**, 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 **David Washington** at 410-632-1200, ext. 1171. Questions of a technical nature may be directed to the Program Inspector, Dave Walter, at 410-603-4096. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked "**Housing Rehabilitation Bid – Pocomoke #1- June 19, 2023**". 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 this project must be a licensed Maryland Home Improvement Contractor 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 thirty (30) 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.

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 Delores Downing  
1519 Unionville Road  
Pocomoke, MD 21851**

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 Available To Start: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Address

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
MHIC license #                      Exp. Date

# ITEM 1

PROJECT: DELORES DOWNING

DATE: 4-28-2023

ADDRESS: 1519 UNIONVILLE ROAD

POCOMOKE CITY, MD 21851

PHONE: 410-957-1822

## SCOPE OF WORK

A: The contractor is to obtain all necessary permits, clean up jobsite, and haul away all construction related debris.

Remove existing tub/shower unit. Provide new wall framing as necessary for installation of new fiberglass shower stall. Provide and install five new foot, four piece, fiberglass shower unit with hand held shower head, and two (2) HC grab bars. Provide and install a new glass shower door. Provide and install a new 40 gallon, gas water heater, with all necessary connections and exhaust per code. All new drywall is to be ½" moisture resistant green board, glued and screwed, taped and finished to a smooth paintable surface. Bathroom is to be painted as necessary due to renovations, two (2) coats.

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

B: Contractor is to have the existing electrical panel inspected by a qualified electrician due to its age to determine if still satisfactory. Missing breaker knock out cover plates to be installed. Provide and install lithium battery smoke detectors to meet current Code at interior and exterior. Install CO detector near gas appliances per Code.

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

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

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

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

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

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



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

\_\_\_\_\_

**PHONE NUMBERS:**      **OFFICE:**    **CELL:**

\_\_\_\_\_

**MHIC#:**    **EXPIRATION DATE:**

\_\_\_\_\_

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

HOUSING 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 owner-occupied substandard housing units located in Worcester County.

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 (DHCD).

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 HUD limits for Worcester County, Maryland CDBG program as of June 15, 2022, are as follows:

Persons per Household	Maximum Annual Income
1	49,950
2	57,100
3	64,250
4	71,350
5	77,100
6	82,800
7	88,500
8	94,200

2. The dwelling to be rehabilitated must be located within the unincorporated areas of Worcester County or in an incorporated municipality 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 one 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.
11. Any property that is in forbearance with their mortgage company or property is bound by a reverse mortgage is **not eligible** for assistance from this program.
12. An applicant may only be assisted one time with CDBG funds. However, a waiver may be requested for emergency assistance or on a case by case basis. Requests for waivers should be addressed to the CDBG Housing Rehabilitation Coordinator.
13. CDBG funding is only used for homes constructed after 1978 unless there is documentation demonstrating that there is no lead based paint in the house at the time of selection.
14. Houses must be inspected for pests and termites prior to approval. The inspections are to be completed by a licensed exterminator. If infestation is discovered, treatment must be provided. Each case file must obtain an inspection report showing issues and completed corrections. The exceptions to this requirement are cases for water and sewer lines and emergency repairs.
15. The County must require a pro-rated repayment if a property owner refinances and receives “cash-out” from the transaction after the rehabilitation has taken place while the lien or loan term is in effect.
16. Smoke detectors must be installed according to local code with a minimum of one on each floor. If they are already in place, they should function properly.
17. No Worcester County employees are eligible for this program. This would be a conflict of interest.

## 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 Coordinator.

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.
3. The Coordinator 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. Cost Benefit Determination: According to Maryland State policies, if the cost to rehabilitate the house is 50% greater than the assessed value as determined by the State Department of Assessments and Tax (SDAT), then CDBG funding cannot be utilized for repairs. Costs for lead abatement are not included in this computation. The State will consider exception requests if there are health and safety issues.
6. Underwriting will be performed prior to presentation to the Housing Review Board. The Coordinator will utilize the State Special Loans Program underwriting form.
  - a. Applicants who expend more than 31% of their income for housing expenses will be deemed unable to repay a loan (housing expense/gross monthly income).
  - b. Total recurring debt obligations should not exceed 43% (monthly housing expense plus long term debt/gross monthly income).
  - c. The amount available for repayment: gross monthly income X 43% and long-term debt and housing expenses is subtracted with a 10% optional allowance of unusual household expenses. The remainder is the monthly affordable amount.
    - i. If the amount is <\$100 – a deferred loan is acceptable
    - ii. If the amount is >\$100 – a deferred payment can be recommended with supporting documentation for consideration of an exception.
7. The Coordinator will prepare recommendations for action by the Review Board and will provide 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 the criteria of having income below 80% of the AREA median;

### III. SELECTION

1. Our 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. (Example: Failure of well or septic system)
  - Total household income is below 80% of the County median.
2. The Housing Review Board will meet as needed. The Board will review applications and recommendations from the Program Coordinator and will make decisions as to which shall be funded and the method of financing. These decisions are based upon the feasibility and affordability analysis computations in DCHD underwriting process. Grievances and appeals against the decision of the Housing Review Board will be made in writing within 30 days after written 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 Chief Administrative Officer 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 Chief Administrative Officer. Applicants will be notified of the grievance procedures upon notification of action by the Board on their cases.
3. Upon application approval, the Coordinator 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-rehabilitation 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 according to 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. A loan can be deferred, forgivable, no-interest or amortized at the discretion of the Housing Coordinator and the Housing Board approval. 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 Program Inspector. The homeowner will be encouraged to participate in this process. The Program Inspector 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 Environmental Programs prior to being sent to bid. Requirements of the 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:
  - a. Improvements to the existing physical structure such as painting and resurfacing of structures or surface elements
  - b. Roof, wall, floor and ceiling repairs
  - c. Replacement of appliances such as range, water heater, water pump.
  - d. Replacements of fixtures such as heating, electrical, plumbing
  - e. Energy conservation/weatherization improvements
  - f. Alterations necessary to make the dwelling more accessible for handicapped persons.
3. The following activities are generally ineligible for rehabilitation assistance:
  - a. New construction, substantial reconstruction, or the finishing of unfinished space such as attics or basements.
  - b. Remodeling or cosmetic improvements
  - c. Renovation of dilapidated outbuildings



- d. Appliances not required by code standards
- e. 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 Program Inspector. Minority and female owned firms will be encouraged to bid. Contractors must complete a Qualification Form to be considered as an eligible bidder.
2. 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.
3. 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.
4. Following award, Worcester County, the Owner, and Contractor Agreement will be executed by the contractor and homeowner. The Program Coordinator will then issue a Notice to Proceed.
5. 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 Coordinator. 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 on applicable projects. The homeowner, Program Inspector, contractor and Program Coordinator are required to sign-off on the final payment request in order for payment to be processed.
6. All work involving well and septic installation will be bid separately and will not require the certification of the Program Inspector. The Coordinator will work directly with the Environmental Programs Department for this procurement. E.P. will also perform the inspections.
7. 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 Coordinator will make the determination and document the reasons for such.
8. Any homeowner who has problems with the work after its completion, (i.e., leaking pipes) should contact the Program Coordinator 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. Applications for emergency well and septic systems shall be contracted as specified in the attached emergency application process.

**VII. PERMITTING PROCESS**

1. The Housing Coordinator 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 Coordinator will provide the contractor with a copy of this memo when the Owner-Contractor Agreement is signed.
  - a. 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.
  - b. The Contractor will notify the Development, Review, and Permitting or applicable jurisdiction and the Housing Coordinator of the construction start date.

**VIII. FINAL REHABILITATION DOCUMENTS**

1. Once the contract for the work is awarded, the Coordinator will prepare the following documents for signature by the homeowner:
  - Owner-Contractor-Grantee 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 Coordinator, 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 Coordinator 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 only if they are more stringent than CDBG.

### I. 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 and completion of the contractor qualification form:
  - 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
  - g. Copy of MHIC 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 Program Inspector and the Housing Rehabilitation Program Coordinator will determine the award of the bid and submit their suggestion to the County Commissioners to 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 shall return completed and sealed bid packages to the County Administration no later than the date and time 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 Coordinator. 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. All bids will be opened publicly and read aloud at a specified time. Bids will be reviewed by the Program Coordinator.
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 Coordinator 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.

## II. CONTRACT PROCEDURES

1. A contract for construction work financed by a rehabilitation grant or loan shall be undertaken between the grantee, 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; and
  - 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. For final payments, receipt of release of liens by the contractors, suppliers and laborers involved shall be required.

4. The Contractor shall be required to comply with the following provisions:
  - a. Comply with all County inspection requirements; and
  - b. Perform all work in accordance with applicable standards and requirements, whether or not covered by the work specifications.

### III. OWNER/CONTRACTOR DISPUTES

1. 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 Coordinator within 10 days of the date of the notice from the Inspector. The Program Coordinator 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 Coordinator 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.

### IV. CHANGE ORDERS

1. 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.
2. 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:
  - a. The contractor is required to telephone both the Program Coordinator and the Program Inspector with a verbal explanation of the situation.
  - b. The Program Inspector will visit the job site to render an opinion on the need for the change. If the Program Inspector recommends denial of the change order, this decision shall be final.
  - c. If the Program Inspector finds that the request is justified, he will so inform the Program Coordinator who will render the final judgment. The Inspector will also give his opinion as to the reasonable cost of the proposed change.
  - d. 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 sources.
  - e. The Program Coordinator will require the contractor to fill out and sign a change order form prior to permitting work to proceed. The contractor shall

verify whether any revisions of the issued permit are necessary with the appropriate jurisdiction.

#### V. .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 Coordinator 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.

**Housing Rehabilitation Application Process for  
Emergency Well and Septic Systems Only**

A failure of a well or septic system shall be deemed to be an immediate threat to the health and safety of the occupant(s) and shall be expedited under the emergency application process set forth herein.

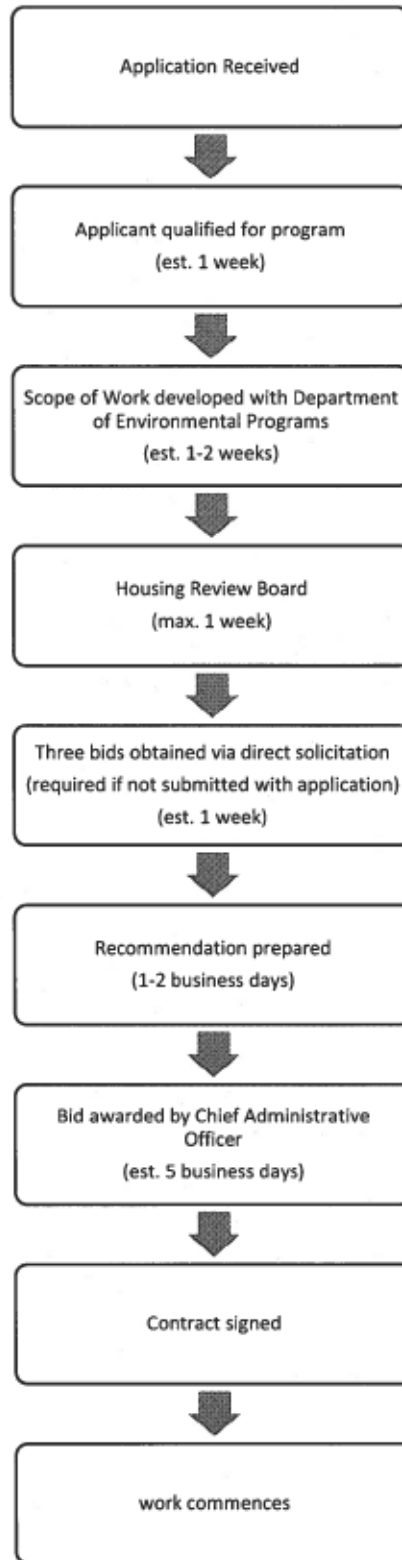
1. Applicants shall meet the eligibility requirements for the Program as defined in the Housing Rehabilitation Program Guidelines, Section I- Eligibility. Applications for septic systems shall be reviewed by the Worcester County Department of Environmental Programs (DEP) to determine eligibility for the use of Bay Restoration Funds in conjunction with CDBG funding whenever possible.
2. 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, the 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 Program Coordinator.
3. The applicant shall provide the Program Coordinator with the contact information for the licensed well driller or septic installer that made the determination that the well or septic needed repair or replacement to include the name of the company and/or individual, mailing address, phone number, and email address (if available). This information shall be reviewed by the Worcester County DEP for preparation of the scope of work. At their discretion, the Program Coordinator may utilize a third-party to conduct an inspection and prepare a report in order to verify the nature of the improvements needed.
4. Underwriting will be performed prior to presentation to the Housing Review Board. The Program Coordinator will utilize the CDBG Cost Benefit Determination form. Applicants who expend more than 30% of their income for housing expenses shall be deemed unable to repay a loan, but shall be eligible for a grant.

5. The Program Coordinator will prepare recommendations for action by the Housing Review Board. In order to receive a conditional grant, the applicant must meet the following criteria: have income below 80% of the AREA median OR 62 years of age or older and spending more than 30% of his or her gross income on housing, exclusive of utilities. Application approvals shall occur as outlined in Section III - Selection, utilizing the method of financing outlined in Section IV - Structure of Financial Assistance, from the Housing Rehabilitation Program Guidelines.
6. Bid Procedures
  - a. The applicant may submit three bids from licensed contractors as a part of their initial application. Bids submitted in this manner will be evaluated for consistency with the final scope of work developed by the Program Coordinator in consultation with the Worcester County DEP. Alternatively, the Program Coordinator may directly solicit a minimum of three bids from licensed contractors.
  - b. The Program Coordinator shall complete the Vendor/ Cost Documentation Form.
  - c. All bids will be reviewed for accuracy, consistency and responsibility. All bids should be less than 6 months old. A recommendation for award will be provided by the Program Coordinator.
  - d. The recommendation and bids will be reviewed and awarded by the Chief Administrative Officer (CAO). Bids will generally be awarded to the lowest bidder; however, Worcester County reserves the right to accept or reject any or all bids.
    1. Should the bids exceed the expenditure threshold specified in § CG 4-202, the Program Coordinator shall submit the recommendation to the Worcester County Commissioners for award.



7. Following the award, the Program Coordinator will prepare the required documents as outlined in Section VIII - Final Rehabilitation Documents and the contractor shall obtain all required permits from the Worcester County DEP as outlined in Section VII - Permitting Process, of the Worcester County Housing Rehabilitation Program Guidelines.
  
8. All other matters pertaining to the project shall be as governed by the Worcester County Housing Rehabilitation Program Guidelines.

**Expedited CDBG Application Procedure Flow**  
**Emergency Well and Septic Systems Only**  
(Estimated 6 weeks)



**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 a single-family home located in the Snow Hill area of Worcester County. Bid specification packages and bid forms are available to licensed Maryland Home Improvement Contractors. Packages 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) 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.

The projects are proposed to be funded by the Community Development Block Grant (CDBG) Program and are thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, June 19, 2023,** 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 – Pocomoke #2 – June 19, 2023**" in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids 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 regarding the bid specifications shall be directed to the Housing Program Inspector, Dave Walter, at 410-603-4096. All other inquiries shall be directed to **David Washington**, at 410-632-1200, ext. 1171.

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

PROPERTY OF: **Shaerell Ginn**  
ADDRESS: **904 Laurel St.**  
**Pocomoke, MD 21851**  
TELEPHONE: **(443) 366-2252**

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

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

NO QUOTATIONS AFTER: June 19, 2023

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

# ITEM 1

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.

**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>

**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
- Section 3 Compliance Bid Form \* if you are not a Section 3 employer and expect no new hires, check 3<sup>rd</sup> option and enter "0" new employees
- Section 3 Business Certification \* if you are not Section 3 employer check bottom option; unable to certify
- Attended Pre-bid meeting: \_\_\_\_\_ Required  X  Not Required
- Signed Bid Submission Checklist

---

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 Davida Washington 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. Please note HUD 4010 enclosed for informational purposes; Davis Bacon is not required for this project.

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



**SECTION 3 CLAUSE**

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, [12 U.S.C. 1701u](#) (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**SECTION 3 COMPLIANCE BID FORM**

Name of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_

Type of Business:      \_\_ Corporation   \_\_ Partnership   \_\_ Sole Proprietorship   \_\_ Other

Business Activity: \_\_\_\_\_

\_\_\_\_\_ I am certified as a Section 3 Business. I have attached a Section 3 Business Certification.

OR

\_\_\_\_\_ I will subcontract 25% of the contract amount to one or more certified Section 3 Businesses. I have attached Section 3 Business Certifications for selected subcontractors.

OR

\_\_\_\_\_ I anticipate hiring \_\_\_\_\_ new employees under this contract, if awarded. I understand that if any new hires are required under this contract, I will need to comply with Section 3 hiring requirements.

I attest that the above information is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

### GENERAL SPECIFICATIONS

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the home to be rehabilitated is attached. Bids will be accepted until 1:00 p.m. on **Monday, June 19, 2023**, 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 **David Washington** at 410-632-1200, ext. 1171. Questions of a technical nature may be directed to the Program Inspector, Dave Walter, at 410-603-4096. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked **“Housing Rehabilitation Bid – Pocomoke #2- June 19, 2023”**. 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 this project must be a licensed Maryland Home Improvement Contractor 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 thirty (30) 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.



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 Shaerell Ginn  
904 Laurel St.  
Pocomoke, MD 21851**

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 Available To Start: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
MHIC license #                      Exp. Date

PROJECT: SHAERELL GINN

DATE: 4-28-2023

ADDRESS: 904 LAUREL STREET

POCOMOKE CITY, MD 21851

PHONE: 443-366-2252

## SCOPE OF WORK

**A: The Contractor is responsible for obtaining all necessary permits, and for cleaning up of the job site and hauling away all construction related debris.**

Remove existing gutters and down spouts. Remove existing roof shingles, underlayment, drip edge, and plumbing vent boots down to bare roof sheathing. Replace up to four sheets of roof sheathing if necessary. Provide and install thirty year architectural shingles per manufacturer's installation instructions over a minimum of thirty pound felt paper. Install ice and water shield at all eaves and rakes. Install wide white drip edge at all eaves and rakes. Install new plumbing vent boots. Install new white continuous aluminum gutters and downspouts. Install splash blocks at all downspouts.

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

**B: Repair damaged front entry door side jamb. Provide and install new closer for existing storm door. Replace one (1) siding outside corner and two (2) pieces of siding. Siding is to match as close as possible. Install a graspable hand railing at both the front and rear entry steps. Install vertical pressure treated 2 inch by 2 inch pickets at four inch on center, at existing rear deck railings**

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

**C: Provide necessary caulking at bathroom tub/shower wall junctions. Repair bathroom vanity drawer. Make necessary drywall repairs at kitchen ceiling.**

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

**D: Provide and install lithium battery smoke detectors to meet current Code. Install new GFCI outlet in kitchen sink area. Remove existing range hood and install one (1) new range hood fan/light combination. Interior draft exchange will be acceptable.**

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

# ITEM 1

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

HOUSING 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 owner-occupied substandard housing units located in Worcester County.

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 (DHCD).

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 HUD limits for Worcester County, Maryland CDBG program as of June 15, 2022, are as follows:

Persons per Household	Maximum Annual Income
1	49,950
2	57,100
3	64,250
4	71,350
5	77,100
6	82,800
7	88,500
8	94,200

2. The dwelling to be rehabilitated must be located within the unincorporated areas of Worcester County or in an incorporated municipality 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 one 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.
11. Any property that is in forbearance with their mortgage company or property is bound by a reverse mortgage is **not eligible** for assistance from this program.
12. An applicant may only be assisted one time with CDBG funds. However, a waiver may be requested for emergency assistance or on a case by case basis. Requests for waivers should be addressed to the CDBG Housing Rehabilitation Coordinator.
13. CDBG funding is only used for homes constructed after 1978 unless there is documentation demonstrating that there is no lead based paint in the house at the time of selection.
14. Houses must be inspected for pests and termites prior to approval. The inspections are to be completed by a licensed exterminator. If infestation is discovered, treatment must be provided. Each case file must obtain an inspection report showing issues and completed corrections. The exceptions to this requirement are cases for water and sewer lines and emergency repairs.
15. The County must require a pro-rated repayment if a property owner refinances and receives “cash-out” from the transaction after the rehabilitation has taken place while the lien or loan term is in effect.
16. Smoke detectors must be installed according to local code with a minimum of one on each floor. If they are already in place, they should function properly.
17. No Worcester County employees are eligible for this program. This would be a conflict of interest.

## 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 Coordinator.

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.
3. The Coordinator 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. Cost Benefit Determination: According to Maryland State policies, if the cost to rehabilitate the house is 50% greater than the assessed value as determined by the State Department of Assessments and Tax (SDAT), then CDBG funding cannot be utilized for repairs. Costs for lead abatement are not included in this computation. The State will consider exception requests if there are health and safety issues.
6. Underwriting will be performed prior to presentation to the Housing Review Board. The Coordinator will utilize the State Special Loans Program underwriting form.
  - a. Applicants who expend more than 31% of their income for housing expenses will be deemed unable to repay a loan (housing expense/gross monthly income).
  - b. Total recurring debt obligations should not exceed 43% (monthly housing expense plus long term debt/gross monthly income).
  - c. The amount available for repayment: gross monthly income X 43% and long-term debt and housing expenses is subtracted with a 10% optional allowance of unusual household expenses. The remainder is the monthly affordable amount.
    - i. If the amount is <\$100 – a deferred loan is acceptable
    - ii. If the amount is >\$100 – a deferred payment can be recommended with supporting documentation for consideration of an exception.
7. The Coordinator will prepare recommendations for action by the Review Board and will provide 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 the criteria of having income below 80% of the AREA median;

### III. SELECTION

1. Our 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. (Example: Failure of well or septic system)
  - Total household income is below 80% of the County median.
2. The Housing Review Board will meet as needed. The Board will review applications and recommendations from the Program Coordinator and will make decisions as to which shall be funded and the method of financing. These decisions are based upon the feasibility and affordability analysis computations in DCHD underwriting process. Grievances and appeals against the decision of the Housing Review Board will be made in writing within 30 days after written 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 Chief Administrative Officer 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 Chief Administrative Officer. Applicants will be notified of the grievance procedures upon notification of action by the Board on their cases.
3. Upon application approval, the Coordinator 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-rehabilitation 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 according to 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. A loan can be deferred, forgivable, no-interest or amortized at the discretion of the Housing Coordinator and the Housing Board approval. 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 Program Inspector. The homeowner will be encouraged to participate in this process. The Program Inspector 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 Environmental Programs prior to being sent to bid. Requirements of the 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:
  - a. Improvements to the existing physical structure such as painting and resurfacing of structures or surface elements
  - b. Roof, wall, floor and ceiling repairs
  - c. Replacement of appliances such as range, water heater, water pump.
  - d. Replacements of fixtures such as heating, electrical, plumbing
  - e. Energy conservation/weatherization improvements
  - f. Alterations necessary to make the dwelling more accessible for handicapped persons.
3. The following activities are generally ineligible for rehabilitation assistance:
  - a. New construction, substantial reconstruction, or the finishing of unfinished space such as attics or basements.
  - b. Remodeling or cosmetic improvements
  - c. Renovation of dilapidated outbuildings

- d. Appliances not required by code standards
- e. 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 Program Inspector. Minority and female owned firms will be encouraged to bid. Contractors must complete a Qualification Form to be considered as an eligible bidder.
2. 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.
3. 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.
4. Following award, Worcester County, the Owner, and Contractor Agreement will be executed by the contractor and homeowner. The Program Coordinator will then issue a Notice to Proceed.
5. 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 Coordinator. 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 on applicable projects. The homeowner, Program Inspector, contractor and Program Coordinator are required to sign-off on the final payment request in order for payment to be processed.
6. All work involving well and septic installation will be bid separately and will not require the certification of the Program Inspector. The Coordinator will work directly with the Environmental Programs Department for this procurement. E.P. will also perform the inspections.
7. 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 Coordinator will make the determination and document the reasons for such.
8. Any homeowner who has problems with the work after its completion, (i.e., leaking pipes) should contact the Program Coordinator 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. Applications for emergency well and septic systems shall be contracted as specified in the attached emergency application process.

**VII. PERMITTING PROCESS**

1. The Housing Coordinator 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 Coordinator will provide the contractor with a copy of this memo when the Owner-Contractor Agreement is signed.
  - a. 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.
  - b. The Contractor will notify the Development, Review, and Permitting or applicable jurisdiction and the Housing Coordinator of the construction start date.

**VIII. FINAL REHABILITATION DOCUMENTS**

1. Once the contract for the work is awarded, the Coordinator will prepare the following documents for signature by the homeowner:
  - Owner-Contractor-Grantee 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 Coordinator, 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 Coordinator 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 only if they are more stringent than CDBG.

### I. 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 and completion of the contractor qualification form:
  - 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
  - g. Copy of MHIC 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 Program Inspector and the Housing Rehabilitation Program Coordinator will determine the award of the bid and submit their suggestion to the County Commissioners to 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 shall return completed and sealed bid packages to the County Administration no later than the date and time 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 Coordinator. 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. All bids will be opened publicly and read aloud at a specified time. Bids will be reviewed by the Program Coordinator.
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 Coordinator 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.

## II. CONTRACT PROCEDURES

1. A contract for construction work financed by a rehabilitation grant or loan shall be undertaken between the grantee, 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; and
  - 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. For final payments, receipt of release of liens by the contractors, suppliers and laborers involved shall be required.

4. The Contractor shall be required to comply with the following provisions:
  - a. Comply with all County inspection requirements; and
  - b. Perform all work in accordance with applicable standards and requirements, whether or not covered by the work specifications.

### III. OWNER/CONTRACTOR DISPUTES

1. 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 Coordinator within 10 days of the date of the notice from the Inspector. The Program Coordinator 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 Coordinator 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.

### IV. CHANGE ORDERS

1. 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.
2. 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:
  - a. The contractor is required to telephone both the Program Coordinator and the Program Inspector with a verbal explanation of the situation.
  - b. The Program Inspector will visit the job site to render an opinion on the need for the change. If the Program Inspector recommends denial of the change order, this decision shall be final.
  - c. If the Program Inspector finds that the request is justified, he will so inform the Program Coordinator who will render the final judgment. The Inspector will also give his opinion as to the reasonable cost of the proposed change.
  - d. 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 sources.
  - e. The Program Coordinator will require the contractor to fill out and sign a change order form prior to permitting work to proceed. The contractor shall

verify whether any revisions of the issued permit are necessary with the appropriate jurisdiction.

#### V. .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 Coordinator 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.



**Housing Rehabilitation Application Process for  
Emergency Well and Septic Systems Only**

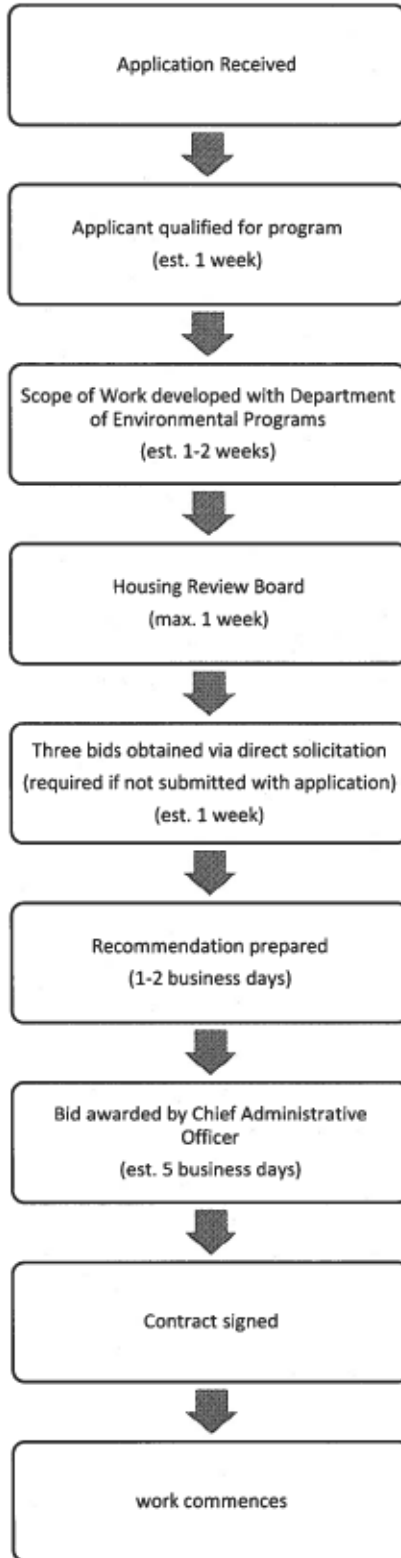
A failure of a well or septic system shall be deemed to be an immediate threat to the health and safety of the occupant(s) and shall be expedited under the emergency application process set forth herein.

1. Applicants shall meet the eligibility requirements for the Program as defined in the Housing Rehabilitation Program Guidelines, Section I- Eligibility. Applications for septic systems shall be reviewed by the Worcester County Department of Environmental Programs (DEP) to determine eligibility for the use of Bay Restoration Funds in conjunction with CDBG funding whenever possible.
2. 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, the 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 Program Coordinator.
3. The applicant shall provide the Program Coordinator with the contact information for the licensed well driller or septic installer that made the determination that the well or septic needed repair or replacement to include the name of the company and/or individual, mailing address, phone number, and email address (if available). This information shall be reviewed by the Worcester County DEP for preparation of the scope of work. At their discretion, the Program Coordinator may utilize a third-party to conduct an inspection and prepare a report in order to verify the nature of the improvements needed.
4. Underwriting will be performed prior to presentation to the Housing Review Board. The Program Coordinator will utilize the CDBG Cost Benefit Determination form. Applicants who expend more than 30% of their income for housing expenses shall be deemed unable to repay a loan, but shall be eligible for a grant.

5. The Program Coordinator will prepare recommendations for action by the Housing Review Board. In order to receive a conditional grant, the applicant must meet the following criteria: have income below 80% of the AREA median OR 62 years of age or older and spending more than 30% of his or her gross income on housing, exclusive of utilities. Application approvals shall occur as outlined in Section III - Selection, utilizing the method of financing outlined in Section IV - Structure of Financial Assistance, from the Housing Rehabilitation Program Guidelines.
  
6. Bid Procedures
  - a. The applicant may submit three bids from licensed contractors as a part of their initial application. Bids submitted in this manner will be evaluated for consistency with the final scope of work developed by the Program Coordinator in consultation with the Worcester County DEP. Alternatively, the Program Coordinator may directly solicit a minimum of three bids from licensed contractors.
  
  - b. The Program Coordinator shall complete the Vendor/ Cost Documentation Form.
  
  - c. All bids will be reviewed for accuracy, consistency and responsibility. All bids should be less than 6 months old. A recommendation for award will be provided by the Program Coordinator.
  
  - d. The recommendation and bids will be reviewed and awarded by the Chief Administrative Officer (CAO). Bids will generally be awarded to the lowest bidder; however, Worcester County reserves the right to accept or reject any or all bids.
    1. Should the bids exceed the expenditure threshold specified in § CG 4-202, the Program Coordinator shall submit the recommendation to the Worcester County Commissioners for award.

7. Following the award, the Program Coordinator will prepare the required documents as outlined in Section VIII - Final Rehabilitation Documents and the contractor shall obtain all required permits from the Worcester County DEP as outlined in Section VII - Permitting Process, of the Worcester County Housing Rehabilitation Program Guidelines.
  
8. All other matters pertaining to the project shall be as governed by the Worcester County Housing Rehabilitation Program Guidelines.

**Expedited CDBG Application Procedure Flow**  
**Emergency Well and Septic Systems Only**  
(Estimated 6 weeks)



**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 a single-family home located in the Snow Hill area of Worcester County. Bid specification packages and bid forms are available to licensed Maryland Home Improvement Contractors. Packages 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) 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.

The projects are proposed to be funded by the Community Development Block Grant (CDBG) Program and are thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, June 19, 2023,** 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 – Snow Hill #1 – June 19, 2023**" in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids 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 regarding the bid specifications shall be directed to the Housing Program Inspector, Dave Walter, at 410-603-4096. All other inquiries shall be directed to **David Washington**, at 410-632-1200, ext. 1171.

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

PROPERTY OF: **Ralph and Deborah Bowden**  
ADDRESS: **4723 Nassawango Road**  
**Snow Hill, MD 21863**  
TELEPHONE: **(410)632-0360**

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

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

NO QUOTATIONS AFTER: June 19, 2023

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

# ITEM 1

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.

**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>



**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
- Section 3 Compliance Bid Form \* if you are not a Section 3 employer and expect no new hires, check 3<sup>rd</sup> option and enter "0" new employees
- Section 3 Business Certification \* if you are not Section 3 employer check bottom option; unable to certify
- Attended Pre-bid meeting: \_\_\_\_\_ Required  X  Not Required
- Signed Bid Submission Checklist

---

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 Davida Washington 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. Please note HUD 4010 enclosed for informational purposes; Davis Bacon is not required for this project.

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

**SECTION 3 COMPLIANCE BID FORM**

Name of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_

Type of Business:      \_\_ Corporation   \_\_ Partnership   \_\_ Sole Proprietorship   \_\_ Other

Business Activity: \_\_\_\_\_

\_\_\_\_\_ I am certified as a Section 3 Business. I have attached a Section 3 Business Certification.

OR

\_\_\_\_\_ I will subcontract 25% of the contract amount to one or more certified Section 3 Businesses. I have attached Section 3 Business Certifications for selected subcontractors.

OR

\_\_\_\_\_ I anticipate hiring \_\_\_\_\_ new employees under this contract, if awarded. I understand that if any new hires are required under this contract, I will need to comply with Section 3 hiring requirements.

I attest that the above information is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



**SECTION 3 CLAUSE**

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, [12 U.S.C. 1701u](#) (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

### GENERAL SPECIFICATIONS

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the home to be rehabilitated is attached. Bids will be accepted until 1:00 p.m. on **Monday, June 19, 2023**, 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 **Dauida Washington** at 410-632-1200, ext. 1171. Questions of a technical nature may be directed to the Program Inspector, Dave Walter, at 410-603-4096. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked **“Housing Rehabilitation Bid – Snow Hill #1- June 19, 2023”**. 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 this project must be a licensed Maryland Home Improvement Contractor 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 thirty (30) 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.

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 Ralph and Deborah Bowden  
4723 Nassawango Road  
Snow Hill, MD 21863**

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 Available To Start: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
MHIC license #                      Exp. Date

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

\_\_\_\_\_  
RRP Lead #                              Exp. Date

PROJECT: RALPH & DEBORAH BOWDEN

DATE: 4-28-2023

ADDRESS: 4723 NASSAWANGO ROAD

SNOW HILL, MD 21863

PHONE: 410-632-0360

## SCOPE OF WORK

**A: The contractor is responsible to obtain all necessary permits as well as cleaning up jobsite and hauling away all construction related debris.**

Remove existing rear stoop. Install new stoop with guard rails and hand rails to meet current Code. Stoop is to be four foot by four foot, built with pressure treated lumber. Lumber is to be sized to meet current Code. All fasteners are to be galvanized and be installed to meet current code. Remove exiting rear door and install new same size, steel insulated door with new dead bolt and lockset, Kwikset or equal. Door is to be set in metal sill pan, flex taped, caulked and foam sealed at side and top jambs. Interior casing trim to match existing is to be installed and finished to match existing trim. Provide and install hand railing at interior stairway to meet current Code.

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

**B: Remove nine (9) windows that have failed glazing seals and or broken glass, or failed sash balances. Replace with white vinyl, Low -E insulated, Argon gas filled units. Windows are to meet current EPA energy requirements. All windows are to be flex wrapped, foam sealed at jambs as necessary, and caulked. If new interior trim is required it is to match existing as close as possible and be finished to match existing.**

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

**C: Contractor to have electrician inspect existing electric panel box, due to age and rust present. If necessary remove exiting panel and replace with new Square D 200 AMP panel. New service shall conform to current NEC and local Code, 110/220 volt, 32 circuit panel board, with meter socket, service cable and ground rod. Seal exterior penetrations. Install GFCI outlets to meet current Code at bathrooms, kitchen and exterior. Install CO detectors near all gas appliances. Install lithium battery smoke detectors to meet current Code requirements. Correct open ground at bathroom wall outlet. Replace non operating oven broiler element at existing electric range.**

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

**D: Lead paint items: See attached Debra Hall Lead Risk Assessment report and diagrams for reference and guidance.**

**General Conditions & Procedures to be followed for all LBP Work:**

# ITEM 1

1. This is a Lead Abatement project, the MHIC licensed general contractor must be EPA certified and Maryland Department of the Environment accredited as a Removal and Demolition contractor, and be able to prove current Lead paint training for all workers on site.
2. This is an owner occupied dwelling. The dwelling will NOT be empty nor vacated during the course of work. The owner may or may not be present in the dwelling during normal business hours. The contractor should not allow the owner to be present during LBP activities. Any window sash repairs or restoration work not performed in place should be completed off site if possible, to help prevent site contamination.
3. Use all applicable LBP training to perform the scope of work according to EPA and Maryland regulations. Get a receipt for the copy of Renovate Right that you distribute to your client prior to the start of work and maintain all administrative records required by the EPA. Post your lead paint Warning signs. HEPA clean individual interior work areas, as you go. Use an appropriate level of PPE when conducting abatement activities. Protect the grounds around the dwelling from paint chip deposits.
4. Post-renovation dust wipes are expected to be gathered for the purpose of establishing that Clearance levels have been reached, and that no hazardous lead dust is present as a result of the Abatement activities. The Contractor must notify the Lead Risk Assessor in advance to schedule the timing of the gathering of these dust wipes. Initial costs of testing are covered by the program. Any subsequent HEPA cleaning and retesting due to a sample failure will be paid for by the contractor. Final draw will not be released until after clearance is achieved

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

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

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

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

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

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

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

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

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

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

**DEBRA W HALL INSPECTIONS, INC**

7519 Fire Tower Road  
Hebron, MD 21830

March 7th, 2023

Davida Washington  
Housing Rehabilitation Program Administrator  
Worcester County Government Center  
One W Market Street, Room 1201  
Snow Hill, MD 21863

RE: 4723 Nassawango Rd, Snow Hill

Dear Davida

Please find enclosed the pre-rehabilitation lead paint risk assessment for the home located at 4723 Nassawango Rd, Snow Hill, Snow Hill, Maryland. The property is 1,452 sq ft 1 1/2 story home built in 1940. The home is owner occupied by Deborah Bowden. The proposed planned renovations include but are not limited to a weatherization upgrades and possible new flooring per the homeowner.

The XRF LBP testing was performed within current acceptable industry guidelines. The risk assessment was conducted using a SciAps 550 PB x-ray fluorescence (XRF) lead paint analyzer to sample paint for lead. Licensed Maryland Lead Paint Risk Assessor, Debra W Hall (license #15003 / #15004 expiration date 5/5/25) tested this site on 3/06/23.

The risk assessment determined that there is lead-based paint and lead hazards present in the property as of the date of the assessment. See enclosed floor plan and xrf readings.

Sincerely

*Debra W Hall*

Debra W Hall, President  
Maryland Lead Paint Risk Assessor #15003

Phone: 443-859-2303

Fax: 410-742-2321

[drhall@comcast.net](mailto:drhall@comcast.net)

## Summary

A lead paint risk assessment was conducted at 4723 Nassawango Rd, Snow Hill, Maryland for the Worcester County Housing Rehabilitation Program, Worcester County, Maryland on March 6th, 2023. The assessment was conducted by Debra W Hall Inspections, Inc, MDE Contractor #15004 and performed by Debra W Hall, State of Maryland Lead Risk Assessor # 15003. The purpose of the assessment was to identify the presence of lead-based paint and lead-based paint hazards on and/or in the surfaces inside and outside the residence, as well as to identify the presence of deteriorated lead-based paint (LBP) and LBP that may be disturbed during planned renovations. Worcester County is providing funds from Community Development Block Grant monies, the State Special Loans Program and the Lead Hazard Reduction Grant and Loan Program. The assessment was also completed to help Worcester County to determine if any of the upcoming HUD and State funded renovation activities have the potential to create additional lead hazards. As part of the assessment, a visual survey of the property and structure was conducted and limited on-site paint testing using an x-ray fluorescence (XRF) lead analyzer was performed. The testing of the painted components of was conducted using a SciAps 550 PB XRF Portable Analyzer.

The calibration of the XRF is done in accordance with the Performance Characteristic Sheet (PCS) for this instrument. This XRF instrument is calibrated using the NIST Standard Reference Material (SRM) supplied by the manufacturer. Three calibration readings are taken before and after the testing **is conducted to insure manufacturer's standards are met.** If for any reason the readings are outside the acceptable calibration **check range, the manufacturer's instructions will be followed to bring the instrument into control** XRF testing proceeds. If the instrument cannot be brought back into calibration it is taken off the site and sent back to the manufacturer for repair and/or re-calibration.

As a result of the Lead Hazard Risk Assessment and Lead Based Paint Testing conducted on 3/06/23, it was found that LBP paint and LBP hazards were present in the subject property. The analytical results from the assessment identified the following LBP paint and LBP hazards as defined by MDE and EPA / HUD standards.

## **Findings**

The following components were found to contain lead-based paint in amounts greater than or equal to 0.7 mg/cm<sup>2</sup> .

## **LBP:**

### **Interior:**

Hallway/Stairs (#2)	Floor	Brown	Positive
---------------------	-------	-------	----------

### **Exterior :**

None

The 2 story home was built in 1940. The home has undergone renovations inside and has lead free windows. The rooms are mostly paneled with some plaster remaining. Ms Bowden stated that some of the original wood walls are enclosed behind the paneling. The floor at the top of the stairs has been painted and is positive for lead based paint. The paint is chipping and presents a lead hazard. No other hazards were present in the home at the time of the inspection. Ms Bowden stated that at one time or another all the floors were painted. **Given the age of the property and the fact that lead based paint was found inside the property, it can be presumed that any painted surfaces exposed during any renovations behind the existing enclosures (whether interior or exterior) contain lead based paint.**

### Conclusions:

The above listed components were determined to be positive for lead paint as defined by the Maryland Dept of the Environment, and Environmental Protection Agency/Department of Housing and Urban Development (EPA/HUD) as containing lead in concentrations greater than or equal to 0.7 mg/cm<sup>2</sup>. When evaluating this report, it is assumed that according to Chapter 7 HUD guidelines, that if one testing combination (i.e. window, door) is positive for lead in an interior or exterior room equivalent, that all other similar testing combinations (same construction and paint history) in those areas are assumed to be positive. The same is true for negative readings.

### **Lead Hazard Control Options:**

Lead-safe work practices and worker/occupant protection practices complying with current MDE, EPA, HUD and OSHA standards will be necessary to safely complete all work involving the disturbance of LBP coated surfaces and components. In addition, any work considered lead based paint hazard control will enlist the use of interim control (temporary) methods and/or abatement (permanent) methods. It should be noted that all lead hazard control activities have the potential of creating additional hazards or



hazards that were not present before. Details for the listed lead hazard control options and issues surrounding occupant/worker protection practices can be found in the publication entitled: Guidelines for the Evaluation and Control of LBP Hazards in Housing published by HUD, the EPA lead based paint regulations, the State Of Maryland lead based paint regulations, and the OSHA regulations found in its Lead in Construction Industry Standard.

All work shall be done in accordance with the EPA RRP rule or the EPA Lead Abatement Rule, as applicable, based on the control strategy determined by the Worcester County Rehabilitation Inspector and Lead Paint Inspector. All firms performing interim control or lead abatement activities must be certified by the State of Maryland, which is authorized by the EPA to conduct the certification programs. All persons performing interim control and abatement activities must have successfully completed a State of Maryland accredited training program in "renovation" (more specifically, renovation, repair and repainting); or have successfully completed a State of Maryland accredited training program in lead abatement work or supervision and been certified by the State of Maryland, as applicable.

### **Hazard 1: LBP on Wood Floor at top of Stairs (Room #2)**

- a) ABATEMENT RECOMMENDED : The floor can be abated by installing a subfloor (luan) and installing new flooring overtop (carpet, wood flooring, tile, etc)
- b) INTERIM CONTROLS - Not recommended as the floor is a horizontal friction surface.

### **Clearance Following Lead Hazard Control Activities:**

Because this housing is receiving federal rehabilitation assistance, and the total amount of painted surfaces to be disturbed in the lead hazard control and rehabilitation work exceed HUD's *de minimis* amounts, HUD requires a clearance examination following the rehabilitation. Lead clearance testing is to be conducted in compliance with MDE standards and the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, Second Edition July 2012.

### **Ongoing Monitoring:**

Ongoing monitoring is necessary in all dwellings in which LBP is known or presumed to be present. An annual visual assessment should be conducted by the homeowner to

confirm that all paint with known or suspected LBP is not deteriorating, that lead hazard control methods have not failed, and that structural problems do not threaten the integrity of any remaining known, presumed or suspected LBP.

**Disclosure:**

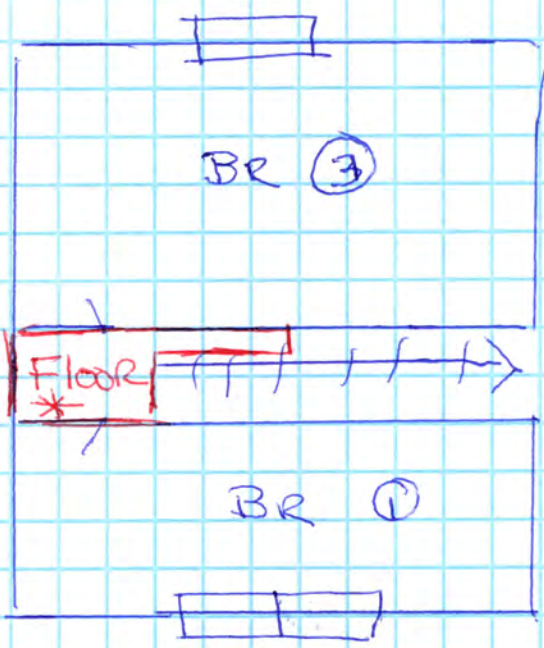
Results of this inspection must be provided to new lessees (tenants) and prospective buyers of the property under the Federal law (24 CFR part 35 and 40 CFR part 745) before they become obligated under a lease or sales contract. The complete report must be provided by the owner to prospective buyers and it must be made available prospective tenants and to renewing tenants if they have not been provided the information previously. The inspectors plain language summary of the report must be provided to the client (property owner or manager) when the complete report is provided. The landlord (lessor) or seller is also required to distribute an educational pamphlet developed by the US Environmental Protection Agency entitled "**Protect Your Family From Lead in Your Home**" and include the Lead Warning Statement in the leases or sales contracts to ensure that parents have the information needed to protect their children from lead-based paint hazards. Complete disclosure requires the landlord/sellers and renters/buyers (and their agents) to sign and date acknowledgement that the required information and materials were provided and received. Also, prospective buyers must be provided the opportunity to have their own lead-based inspection, lead hazard screen or risk assessment performed before the purchase agreement is signed, the standard period is ten (10) days, but this period may be changed or waived by agreement between the seller and prospective buyer. EPA regulations require the inspector to keep the inspection report for at least three (3) years.

SIDE (C)

ITEM 1

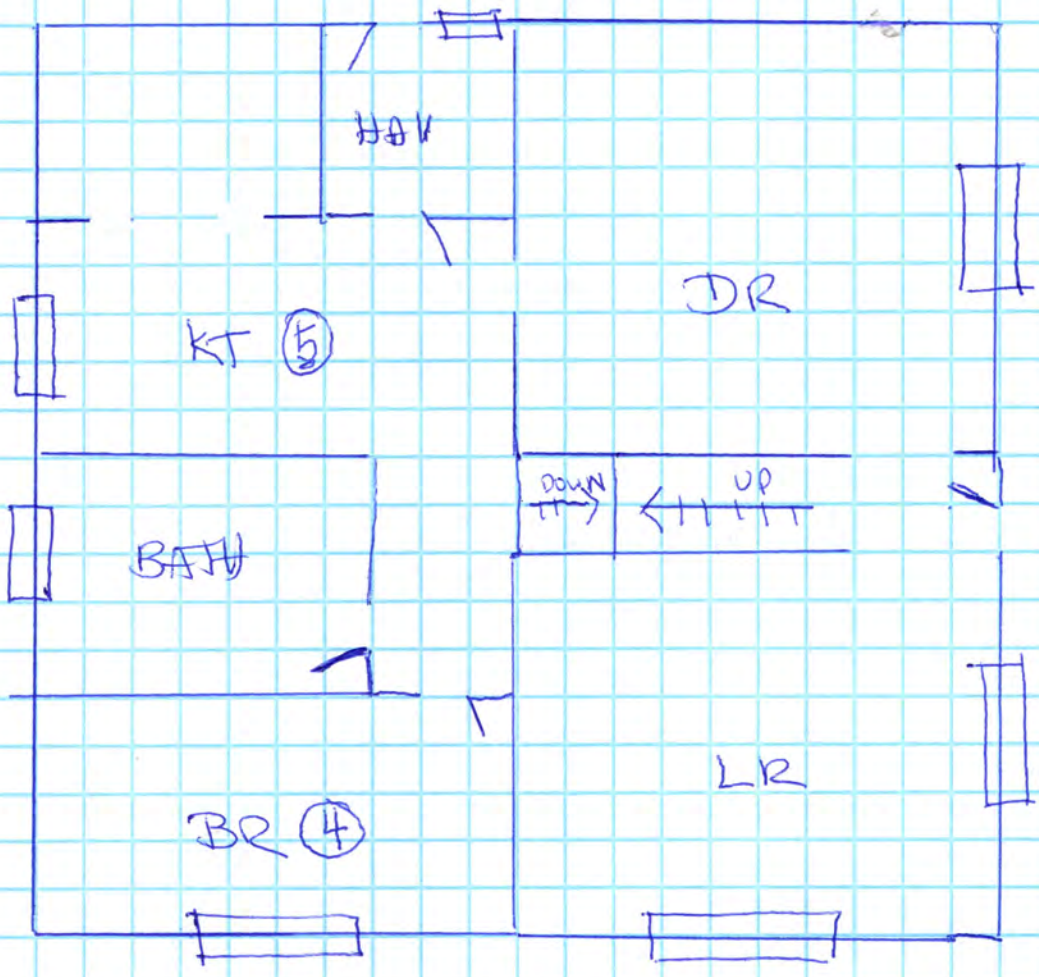
2ND FLOOR

Room 2  
Hall/Stairs



SIDE (B)

1st floor



SIDE (D)

← 4723 Nassawango Rd →

SIDE (A)



## 4723 Nassawango Rd

Debra W Hall Inspections, Inc  
7519 Fire Tower Rd,  
Hebron, MD 21830

---

**Inspection Site:** 4723 Nassawango Rd  
4723 Nassawango Rd,  
Snow Hill, MD 21863

**Inspection Date:** 03/06/2023 - 03/06/2023

**Instrument Type:** SciAps 550 PB

**Action Level:** 1.0 (mg/cm<sup>2</sup>)

**Job Number:**

**Notes:** Classification level set to MD Action  
level

# 4723 Nassawango Rd

# ITEM 1

Inspection Site: 4723 Nassawango Rd  
4723 Nassawango Rd,  
Snow Hill, MD 21863

Inspection Date: 03/06/2023 - 03/06/2023  
Total Readings: 27  
Action Level: 1.0 (mg/cm<sup>2</sup>)

Unit Started: 03/06/2023 11:49:44  
Unit Ended: 03/06/2023 02:17:42  
Classification Level: 0.8 (mg/cm<sup>2</sup>)

Test #	Result	Room	Floor	Side	Component	Other	Substrate	Color	Condition	Address	Lead (mg/cm <sup>2</sup> )	Mode
242 (CAL)	PCS Pass										1.1	Timed
243 (CAL)	PCS Pass										1.2	Timed
244 (CAL)	PCS Pass										1.1	Timed
245 (CAL)	PCS Pass										1.1	Timed
246	Negative	Bedroom1	Second	A	Ceiling		Plaster	White	Intact		0.0	Quick
247	Negative	Bedroom1	Second	C	Wall		Plaster	White	Intact		0.0	Quick
248	Negative	Bedroom1	Second	C	Door		Wood	White	Intact		0.0	Quick
249	Negative	Bedroom1	Second	C	Door Case		Wood	White	Intact		0.0	Quick
250	Negative	Bedroom1	Second	A	Baseboard		Wood	White	Intact		0.0	Quick
251	Negative	Bedroom1	Second	A	Window Sill		Wood	White	PEELING		0.1	Quick
252	Negative	Bedroom1	Second	A	Closet Door		Wood	White	Intact	4723 Nassawango Rd	0.0	Quick
253	Positive	Hall/Stairs2	Second	A	Floor		Wood	Brown	Intact	4723 Nassawango Rd	1.2	Quick
254	Negative	Hall/Stairs2	Second	A	Door		Wood	White	Intact	4723 Nassawango Rd	0.0	Quick
255	Negative	Bedroom3	Second	C	Window Sill		Wood	White	Intact	4723 Nassawango Rd	0.0	Quick
256	Negative	Bedroom3	Second	A	Closet Door		Wood	White	Intact	4723 Nassawango Rd	0.0	Quick
257	Negative	Bedroom3	Second	A	Wall		Plaster	White	Intact	4723 Nassawango Rd	-0.0	Quick
258	Negative	Hall/Stairs2	Second	D	Stair Riser		Wood	White	Intact	4723 Nassawango Rd	0.0	Quick
259	Negative	Hall/Stairs2	Second	C	Stair Stringer		Wood	White	Intact	4723 Nassawango Rd	0.0	Quick
260	Negative	Bedroom4	First	A	Floor		Wood	Brown	Intact	4723 Nassawango Rd	0.4	Quick
261	Negative	Bedroom4	First	A	Floor		Wood	Green	Intact	4723 Nassawango Rd	0.3	Quick

## 4723 Nassawango Rd

Inspection Site: 4723 Nassawango Rd  
4723 Nassawango Rd,  
Snow Hill, MD 21863

Inspection Date: 03/06/2023 - 03/06/2023  
Total Readings: 27  
Action Level: 1.0 (mg/cm<sup>2</sup>)

Unit Started: 03/06/2023 11:49:44  
Unit Ended: 03/06/2023 02:17:42  
Classification Level: 0.8 (mg/cm<sup>2</sup>)

Test #	Result	Room	Floor	Side	Component	Other	Substrate	Color	Condition	Address	Lead (mg/cm <sup>2</sup> )	Mode
262	Negative	Kitchen5	First	B	Wall		Plaster	Pink	Intact	4723 Nassawango Rd	-0.0	Quick
263	Negative	Kitchen5	First	B	Cabinet Frame		Wood	White	Intact	4723 Nassawango Rd	-0.0	Quick
264	Negative	Kitchen5	First	A	Door Jamb		Wood	White	Intact	4723 Nassawango Rd	0.3	Quick
265 (CAL)	PCS Pass										1.2	Timed
266 (CAL)	PCS Pass										1.2	Timed
267 (CAL)	PCS Pass										1.2	Timed
268 (CAL)	PCS Pass										1.2	Timed

--- End of Readings ---

HOUSING 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 owner-occupied substandard housing units located in Worcester County.

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 (DHCD).

**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 HUD limits for Worcester County, Maryland CDBG program as of June 15, 2022, are as follows:

Persons per Household	Maximum Annual Income
1	49,950
2	57,100
3	64,250
4	71,350
5	77,100
6	82,800
7	88,500
8	94,200

2. The dwelling to be rehabilitated must be located within the unincorporated areas of Worcester County or in an incorporated municipality 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 one 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.
11. Any property that is in forbearance with their mortgage company or property is bound by a reverse mortgage is **not eligible** for assistance from this program.
12. An applicant may only be assisted one time with CDBG funds. However, a waiver may be requested for emergency assistance or on a case by case basis. Requests for waivers should be addressed to the CDBG Housing Rehabilitation Coordinator.
13. CDBG funding is only used for homes constructed after 1978 unless there is documentation demonstrating that there is no lead based paint in the house at the time of selection.
14. Houses must be inspected for pests and termites prior to approval. The inspections are to be completed by a licensed exterminator. If infestation is discovered, treatment must be provided. Each case file must obtain an inspection report showing issues and completed corrections. The exceptions to this requirement are cases for water and sewer lines and emergency repairs.
15. The County must require a pro-rated repayment if a property owner refinances and receives “cash-out” from the transaction after the rehabilitation has taken place while the lien or loan term is in effect.
16. Smoke detectors must be installed according to local code with a minimum of one on each floor. If they are already in place, they should function properly.
17. No Worcester County employees are eligible for this program. This would be a conflict of interest.

## 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 Coordinator.

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.
3. The Coordinator 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. Cost Benefit Determination: According to Maryland State policies, if the cost to rehabilitate the house is 50% greater than the assessed value as determined by the State Department of Assessments and Tax (SDAT), then CDBG funding cannot be utilized for repairs. Costs for lead abatement are not included in this computation. The State will consider exception requests if there are health and safety issues.
6. Underwriting will be performed prior to presentation to the Housing Review Board. The Coordinator will utilize the State Special Loans Program underwriting form.
  - a. Applicants who expend more than 31% of their income for housing expenses will be deemed unable to repay a loan (housing expense/gross monthly income).
  - b. Total recurring debt obligations should not exceed 43% (monthly housing expense plus long term debt/gross monthly income).
  - c. The amount available for repayment: gross monthly income X 43% and long-term debt and housing expenses is subtracted with a 10% optional allowance of unusual household expenses. The remainder is the monthly affordable amount.
    - i. If the amount is <\$100 – a deferred loan is acceptable
    - ii. If the amount is >\$100 – a deferred payment can be recommended with supporting documentation for consideration of an exception.
7. The Coordinator will prepare recommendations for action by the Review Board and will provide 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 the criteria of having income below 80% of the AREA median;

### III. SELECTION

1. Our 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. (Example: Failure of well or septic system)
  - Total household income is below 80% of the County median.
2. The Housing Review Board will meet as needed. The Board will review applications and recommendations from the Program Coordinator and will make decisions as to which shall be funded and the method of financing. These decisions are based upon the feasibility and affordability analysis computations in DCHD underwriting process. Grievances and appeals against the decision of the Housing Review Board will be made in writing within 30 days after written 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 Chief Administrative Officer 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 Chief Administrative Officer. Applicants will be notified of the grievance procedures upon notification of action by the Board on their cases.
3. Upon application approval, the Coordinator 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-rehabilitation 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 according to 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. A loan can be deferred, forgivable, no-interest or amortized at the discretion of the Housing Coordinator and the Housing Board approval. 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 Program Inspector. The homeowner will be encouraged to participate in this process. The Program Inspector 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 Environmental Programs prior to being sent to bid. Requirements of the 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:
  - a. Improvements to the existing physical structure such as painting and resurfacing of structures or surface elements
  - b. Roof, wall, floor and ceiling repairs
  - c. Replacement of appliances such as range, water heater, water pump.
  - d. Replacements of fixtures such as heating, electrical, plumbing
  - e. Energy conservation/weatherization improvements
  - f. Alterations necessary to make the dwelling more accessible for handicapped persons.
3. The following activities are generally ineligible for rehabilitation assistance:
  - a. New construction, substantial reconstruction, or the finishing of unfinished space such as attics or basements.
  - b. Remodeling or cosmetic improvements
  - c. Renovation of dilapidated outbuildings

- d. Appliances not required by code standards
- e. 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 Program Inspector. Minority and female owned firms will be encouraged to bid. Contractors must complete a Qualification Form to be considered as an eligible bidder.
2. 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.
3. 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.
4. Following award, Worcester County, the Owner, and Contractor Agreement will be executed by the contractor and homeowner. The Program Coordinator will then issue a Notice to Proceed.
5. 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 Coordinator. 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 on applicable projects. The homeowner, Program Inspector, contractor and Program Coordinator are required to sign-off on the final payment request in order for payment to be processed.
6. All work involving well and septic installation will be bid separately and will not require the certification of the Program Inspector. The Coordinator will work directly with the Environmental Programs Department for this procurement. E.P. will also perform the inspections.
7. 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 Coordinator will make the determination and document the reasons for such.
8. Any homeowner who has problems with the work after its completion, (i.e., leaking pipes) should contact the Program Coordinator 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. Applications for emergency well and septic systems shall be contracted as specified in the attached emergency application process.

**VII. PERMITTING PROCESS**

1. The Housing Coordinator 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 Coordinator will provide the contractor with a copy of this memo when the Owner-Contractor Agreement is signed.
  - a. 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.
  - b. The Contractor will notify the Development, Review, and Permitting or applicable jurisdiction and the Housing Coordinator of the construction start date.

**VIII. FINAL REHABILITATION DOCUMENTS**

1. Once the contract for the work is awarded, the Coordinator will prepare the following documents for signature by the homeowner:
  - Owner-Contractor-Grantee 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 Coordinator, 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 Coordinator 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 only if they are more stringent than CDBG.

### I. 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 and completion of the contractor qualification form:
  - 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
  - g. Copy of MHIC 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 Program Inspector and the Housing Rehabilitation Program Coordinator will determine the award of the bid and submit their suggestion to the County Commissioners to 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 shall return completed and sealed bid packages to the County Administration no later than the date and time 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 Coordinator. 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. All bids will be opened publicly and read aloud at a specified time. Bids will be reviewed by the Program Coordinator.
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 Coordinator 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.

## II. CONTRACT PROCEDURES

1. A contract for construction work financed by a rehabilitation grant or loan shall be undertaken between the grantee, 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; and
  - 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. For final payments, receipt of release of liens by the contractors, suppliers and laborers involved shall be required.

4. The Contractor shall be required to comply with the following provisions:
  - a. Comply with all County inspection requirements; and
  - b. Perform all work in accordance with applicable standards and requirements, whether or not covered by the work specifications.

### III. OWNER/CONTRACTOR DISPUTES

1. 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 Coordinator within 10 days of the date of the notice from the Inspector. The Program Coordinator 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 Coordinator 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.

### IV. CHANGE ORDERS

1. 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.
2. 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:
  - a. The contractor is required to telephone both the Program Coordinator and the Program Inspector with a verbal explanation of the situation.
  - b. The Program Inspector will visit the job site to render an opinion on the need for the change. If the Program Inspector recommends denial of the change order, this decision shall be final.
  - c. If the Program Inspector finds that the request is justified, he will so inform the Program Coordinator who will render the final judgment. The Inspector will also give his opinion as to the reasonable cost of the proposed change.
  - d. 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 sources.
  - e. The Program Coordinator will require the contractor to fill out and sign a change order form prior to permitting work to proceed. The contractor shall

verify whether any revisions of the issued permit are necessary with the appropriate jurisdiction.

#### V. .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 Coordinator 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.

**Housing Rehabilitation Application Process for  
Emergency Well and Septic Systems Only**

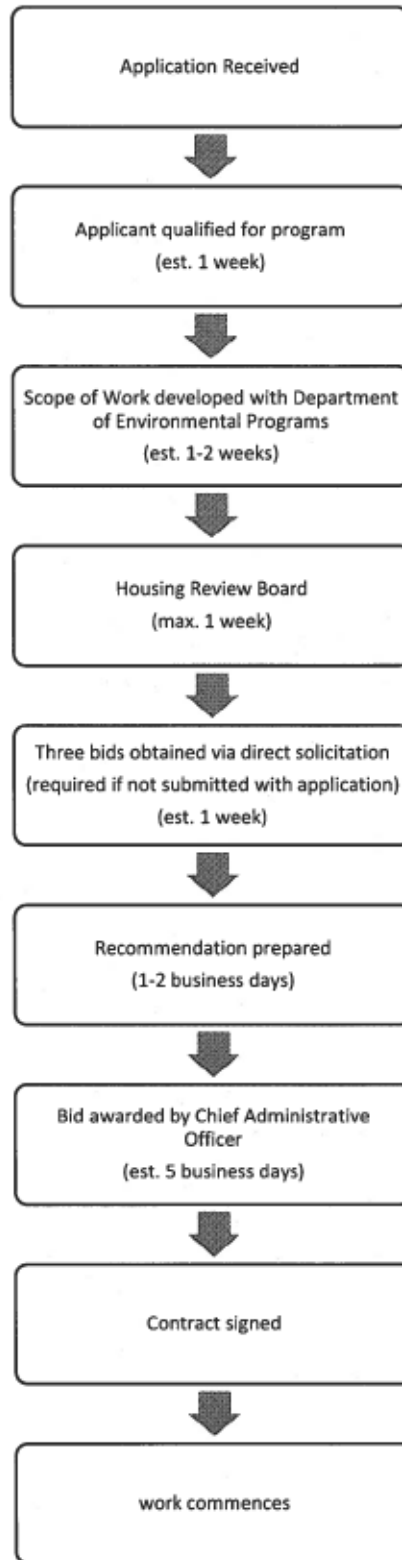
A failure of a well or septic system shall be deemed to be an immediate threat to the health and safety of the occupant(s) and shall be expedited under the emergency application process set forth herein.

1. Applicants shall meet the eligibility requirements for the Program as defined in the Housing Rehabilitation Program Guidelines, Section I- Eligibility. Applications for septic systems shall be reviewed by the Worcester County Department of Environmental Programs (DEP) to determine eligibility for the use of Bay Restoration Funds in conjunction with CDBG funding whenever possible.
2. 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, the 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 Program Coordinator.
3. The applicant shall provide the Program Coordinator with the contact information for the licensed well driller or septic installer that made the determination that the well or septic needed repair or replacement to include the name of the company and/or individual, mailing address, phone number, and email address (if available). This information shall be reviewed by the Worcester County DEP for preparation of the scope of work. At their discretion, the Program Coordinator may utilize a third-party to conduct an inspection and prepare a report in order to verify the nature of the improvements needed.
4. Underwriting will be performed prior to presentation to the Housing Review Board. The Program Coordinator will utilize the CDBG Cost Benefit Determination form. Applicants who expend more than 30% of their income for housing expenses shall be deemed unable to repay a loan, but shall be eligible for a grant.

5. The Program Coordinator will prepare recommendations for action by the Housing Review Board. In order to receive a conditional grant, the applicant must meet the following criteria: have income below 80% of the AREA median OR 62 years of age or older and spending more than 30% of his or her gross income on housing, exclusive of utilities. Application approvals shall occur as outlined in Section III - Selection, utilizing the method of financing outlined in Section IV - Structure of Financial Assistance, from the Housing Rehabilitation Program Guidelines.
6. Bid Procedures
  - a. The applicant may submit three bids from licensed contractors as a part of their initial application. Bids submitted in this manner will be evaluated for consistency with the final scope of work developed by the Program Coordinator in consultation with the Worcester County DEP. Alternatively, the Program Coordinator may directly solicit a minimum of three bids from licensed contractors.
  - b. The Program Coordinator shall complete the Vendor/ Cost Documentation Form.
  - c. All bids will be reviewed for accuracy, consistency and responsibility. All bids should be less than 6 months old. A recommendation for award will be provided by the Program Coordinator.
  - d. The recommendation and bids will be reviewed and awarded by the Chief Administrative Officer (CAO). Bids will generally be awarded to the lowest bidder; however, Worcester County reserves the right to accept or reject any or all bids.
    1. Should the bids exceed the expenditure threshold specified in § CG 4-202, the Program Coordinator shall submit the recommendation to the Worcester County Commissioners for award.

7. Following the award, the Program Coordinator will prepare the required documents as outlined in Section VIII - Final Rehabilitation Documents and the contractor shall obtain all required permits from the Worcester County DEP as outlined in Section VII - Permitting Process, of the Worcester County Housing Rehabilitation Program Guidelines.
  
8. All other matters pertaining to the project shall be as governed by the Worcester County Housing Rehabilitation Program Guidelines.

**Expedited CDBG Application Procedure Flow**  
**Emergency Well and Septic Systems Only**  
(Estimated 6 weeks)



**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 a single-family home located in the Snow Hill area of Worcester County. Bid specification packages and bid forms are available to licensed Maryland Home Improvement Contractors. Packages 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) 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.

The projects are proposed to be funded by the Community Development Block Grant (CDBG) Program and are thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, June 19, 2023,** 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 – Snow Hill #2 – June 19, 2023**" in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids 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 regarding the bid specifications shall be directed to the Housing Program Inspector, Dave Walter, at 410-603-4096. All other inquiries shall be directed to **David Washington**, at 410-632-1200, ext. 1171.



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

**PROPERTY OF: Deborah Baines**  
**ADDRESS: 104 Purnell St.**  
**Snow Hill, MD 21863**  
**TELEPHONE: (410)603-4949**

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

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

NO QUOTATIONS AFTER: June 19, 2023

**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

# ITEM 1

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.

**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>

**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
- Section 3 Compliance Bid Form \* if you are not a Section 3 employer and expect no new hires, check 3<sup>rd</sup> option and enter "0" new employees
- Section 3 Business Certification \* if you are not Section 3 employer check bottom option; unable to certify
- Attended Pre-bid meeting: \_\_\_\_\_ Required  X  Not Required
- Signed Bid Submission Checklist

---

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 Davida Washington 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. Please note HUD 4010 enclosed for informational purposes; Davis Bacon is not required for this project.

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

**SECTION 3 CLAUSE**

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, [12 U.S.C. 1701u](#) (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;



(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**SECTION 3 COMPLIANCE BID FORM**

Name of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_

Type of Business:      \_\_ Corporation   \_\_ Partnership   \_\_ Sole Proprietorship   \_\_ Other

Business Activity: \_\_\_\_\_

\_\_\_\_\_ I am certified as a Section 3 Business. I have attached a Section 3 Business Certification.

OR

\_\_\_\_\_ I will subcontract 25% of the contract amount to one or more certified Section 3 Businesses. I have attached Section 3 Business Certifications for selected subcontractors.

OR

\_\_\_\_\_ I anticipate hiring \_\_\_\_\_ new employees under this contract, if awarded. I understand that if any new hires are required under this contract, I will need to comply with Section 3 hiring requirements.

I attest that the above information is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

### GENERAL SPECIFICATIONS

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the home to be rehabilitated is attached. Bids will be accepted until 1:00 p.m. on **Monday, June 19, 2023**, 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 **David Washington** at 410-632-1200, ext. 1171. Questions of a technical nature may be directed to the Program Inspector, Dave Walter, at 410-603-4096. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked **“Housing Rehabilitation Bid – Snow Hill #2- June 19, 2023”**. 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 this project must be a licensed Maryland Home Improvement Contractor 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 thirty (30) 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.

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 Deborah Baines  
104 Purnell St.  
Snow Hill, MD 21863**

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 Available To Start: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
MHIC license #                      Exp. Date

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

\_\_\_\_\_  
RRP Lead #                              Exp. Date

PROJECT: DEBORAH BAINES

DATE: 04-28-2023

ADDRESS: 104 PURNELL STREET

SNOW HILL, MD 221863

PHONE: 410-603-4949

**SCOPE OF WORK**

**A: Contractor is to obtain all necessary permits. Contractor is responsible to clean up jobsite and haul away all construction related debris.**

Existing rear deck, steps and ramp are to be completely removed. Install new concrete pier footings per current code with rebar as necessary for new deck and ramp construction. All framing material is to be pressure treated wood, sized to meet current Code requirements. All required fasteners, joist hangers etc., are to be galvanized. Ramp slope, size, railings, etc. are to meet current ADA requirements. Contractor is to provide an "As built survey" showing new deck and ramp, as required by County Code.

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

**B: Replace bathroom electric baseboard unit with new, same size. Provide and install battery operated smoke detectors with lithium batteries to meet current Code. The contractor is to provide and install a CO detector, per current Code. The current bathroom GFCI wall outlet is connected to a switch. Have electrician install GFCI outlet not connected to the light switch. Install cover plate on electric boxes in the crawlspace. Provide and properly install and wire a new kitchen sink ½ HP disposal unit.**

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

**C: Remove rear storm door. Provide and install one (1) new Larson or equal, storm door with closer. Foam fill any openings at door jamb and caulk as necessary. Properly secure front siding outside corner. Repair living room window by installing a new sash balance. Remove laundry room wall finish materials and install new wall paneling at laundry room walls. Provide and install new continuous aluminum gutters and downspouts, and install splash blocks at all downspouts. Make necessary repairs to bathroom ceiling and paint two coats.**

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

**D: Remove bathroom tub/shower unit. Remove existing toilet. Provide and install a new five foot fiberglass low step shower unit with hand held shower faucet assembly and two (2) HC bars. Provide and install a glass shower door. Provide and install one (1) new tall elongated toilet with new wax ring seal and water supply shut off valve.**

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

**E: Lead paint items: See attached Debra Hall Lead Risk Assessment report and diagrams for reference and guidance.**

**General Conditions & Procedures to be followed for all LBP Work:**

- 1. This is a Lead Abatement project, the MHIC licensed general contractor must be EPA certified and Maryland Department of the Environment accredited as a Removal and Demolition contractor, and be able to prove current Lead paint training for all workers on site.**
- 2. This is an owner occupied dwelling. The dwelling will NOT be empty nor vacated during the course of work. The owner may or may not be present in the dwelling during normal business hours. The contractor should not allow the owner to be present during LBP activities. Any window sash repairs or restoration work not performed in place should be completed off site if possible, to help prevent site contamination.**
- 3. Use all applicable LBP training to perform the scope of work according to EPA and Maryland regulations. Get a receipt for the copy of Renovate Right that you distribute to your client prior to the start of work and maintain all administrative records required by the EPA. Post your lead paint Warning signs. HEPA clean individual interior work areas, as you go. Use an appropriate level of PPE when conducting abatement activities. Protect the grounds around the dwelling from paint chip deposits.**
- 4. Post-renovation dust wipes are expected to be gathered for the purpose of establishing that Clearance levels have been reached, and that no hazardous lead dust is present as a result of the Abatement activities. The Contractor must notify the Lead Risk Assessor in advance to schedule the timing of the gathering of these dust wipes. Initial costs of testing are covered by the program. Any subsequent HEPA cleaning and retesting due to a sample failure will be paid for by the contractor. Final draw will not be released until after clearance is achieved**

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

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

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

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

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

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

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

\_\_\_\_\_



# ITEM 1

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

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

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

Job: 104 Purnell St, Snow Hill, MD  
 Date: 1/12/23

Debra W Hall Inspections, Inc #15004  
 Debra W Hall Risk Assessor #15003

# ITEM 1

drhall@comcast.net  
 443-859-2303

Reading #	Time	Type	Duration	Units	Component	Side	Substrate	Color	Condition	Room	Address	Results	Depth	Inc	PbC	PbC Error
1	1/12/2023 8:52	PAINT		20 mg / cm ^2			Calibrate	White				Negative	1	0		0.02
2	1/12/2023 8:56	PAINT		20 mg / cm ^2			Calibrate	Yellow				Positive	1.25	3.3		0.2
3	1/12/2023 8:57	PAINT		20 mg / cm ^2			Calibrate	Red				Positive	1.09	1		0.1
4	1/12/2023 9:10	PAINT		1.62 mg / cm ^2	Ceiling	C	Drywall	White	Cracked	Bedroom #3	104 purnell st	Negative	2.03	0.02		0.07
5	1/12/2023 9:11	PAINT		2.32 mg / cm ^2	Window Case	B	Wood	White	blistering	Bedroom #3	104 purnell st	Negative	5.34	0.4		0.4
6	1/12/2023 9:14	PAINT		2.7 mg / cm ^2	Wall	A	Drywall	Yellow	PEELING	Bedroom #3	104 purnell st	Negative	1	0.01		0.03
7	1/12/2023 9:15	PAINT		1.06 mg / cm ^2	Wall	D	Wood	White	Intact	Bedroom #3	104 purnell st	Positive	2.69	1.8		0.9
8	1/12/2023 9:17	PAINT		1.06 mg / cm ^2	Floor	A	Wood	Brown	Intact	Bedroom #3	104 purnell st	Negative	1.37	0.21		0.18
9	1/12/2023 9:18	PAINT		1.32 mg / cm ^2	Ceiling	A	Drywall	Beige	Intact	Bedroom #3	104 purnell st	Negative	1.21	0.02		0.05
10	1/12/2023 9:19	PAINT		1.06 mg / cm ^2	Door Jamb	D	Wood	White	Intact	Bedroom #3	104 purnell st	Negative	1	0		0.02
11	1/12/2023 9:22	PAINT		3.07 mg / cm ^2	Ceiling	A	Drywall	White	PEELING	Bath #8	104 purnell st	Negative	1	0		0.02
12	1/12/2023 9:23	PAINT		1 mg / cm ^2	Wall	A	Wood Paneling	Green	Intact	Bath #8	104 purnell st	Negative	1	0		0.02
13	1/12/2023 9:23	PAINT		1.06 mg / cm ^2	Wall	B	Wood Paneling	Green	Intact	Bath #8	104 purnell st	Negative	1	0		0.02
14	1/12/2023 9:24	PAINT		1 mg / cm ^2	Wall	C	Wood Paneling	Green	Intact	Bath #8	104 purnell st	Negative	1	0		0.02
15	1/12/2023 9:24	PAINT		1.06 mg / cm ^2	Wall	D	Wood Paneling	Green	Intact	Bath #8	104 purnell st	Negative	1	0		0.02
16	1/12/2023 9:25	PAINT		1 mg / cm ^2	Window Case	B	Wood	White	Intact	Bath #8	104 purnell st	Negative	1	0		0.02
17	1/12/2023 9:25	PAINT		1.06 mg / cm ^2	Door Jamb	D	Wood	White	Intact	Bath #8	104 purnell st	Negative	1	0		0.02
18	1/12/2023 9:31	PAINT		1 mg / cm ^2	Porch Post	C	Wood	Brown	Intact	Outside #	104 purnell st	Negative	1	0		0.03
19	1/12/2023 9:31	PAINT		1.06 mg / cm ^2	Porch Floor	C	Wood	Brown	Poor	Outside #	104 purnell st	Negative	1	0		0.02
20	1/12/2023 9:33	PAINT		1.06 mg / cm ^2	ramp	C	Wood	Brown	Poor	Outside #	104 purnell st	Negative	1	0		0.02
21	1/12/2023 9:34	PAINT		1 mg / cm ^2	Porch Box Bear	C	Wood	Brown	Poor	Outside #	104 purnell st	Negative	1	0		0.02
22	1/12/2023 9:37	PAINT		20 mg / cm ^2			Calibrate	White				Negative	1	0		0.02
23	1/12/2023 9:38	PAINT		20 mg / cm ^2			Calibrate	Yellow				Positive	1.25	3.4		0.3
24	1/12/2023 9:42	PAINT		20 mg / cm ^2			Calibrate	Red				Positive	1.09	0.9		0.1

Action level >0.7

HOUSING 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 owner-occupied substandard housing units located in Worcester County.

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 (DHCD).

**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 HUD limits for Worcester County, Maryland CDBG program as of June 15, 2022, are as follows:

Persons per Household	Maximum Annual Income
1	49,950
2	57,100
3	64,250
4	71,350
5	77,100
6	82,800
7	88,500
8	94,200

2. The dwelling to be rehabilitated must be located within the unincorporated areas of Worcester County or in an incorporated municipality 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 one 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.
11. Any property that is in forbearance with their mortgage company or property is bound by a reverse mortgage is **not eligible** for assistance from this program.
12. An applicant may only be assisted one time with CDBG funds. However, a waiver may be requested for emergency assistance or on a case by case basis. Requests for waivers should be addressed to the CDBG Housing Rehabilitation Coordinator.
13. CDBG funding is only used for homes constructed after 1978 unless there is documentation demonstrating that there is no lead based paint in the house at the time of selection.
14. Houses must be inspected for pests and termites prior to approval. The inspections are to be completed by a licensed exterminator. If infestation is discovered, treatment must be provided. Each case file must obtain an inspection report showing issues and completed corrections. The exceptions to this requirement are cases for water and sewer lines and emergency repairs.
15. The County must require a pro-rated repayment if a property owner refinances and receives “cash-out” from the transaction after the rehabilitation has taken place while the lien or loan term is in effect.
16. Smoke detectors must be installed according to local code with a minimum of one on each floor. If they are already in place, they should function properly.
17. No Worcester County employees are eligible for this program. This would be a conflict of interest.

## 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 Coordinator.

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.
3. The Coordinator 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. Cost Benefit Determination: According to Maryland State policies, if the cost to rehabilitate the house is 50% greater than the assessed value as determined by the State Department of Assessments and Tax (SDAT), then CDBG funding cannot be utilized for repairs. Costs for lead abatement are not included in this computation. The State will consider exception requests if there are health and safety issues.
6. Underwriting will be performed prior to presentation to the Housing Review Board. The Coordinator will utilize the State Special Loans Program underwriting form.
  - a. Applicants who expend more than 31% of their income for housing expenses will be deemed unable to repay a loan (housing expense/gross monthly income).
  - b. Total recurring debt obligations should not exceed 43% (monthly housing expense plus long term debt/gross monthly income).
  - c. The amount available for repayment: gross monthly income X 43% and long-term debt and housing expenses is subtracted with a 10% optional allowance of unusual household expenses. The remainder is the monthly affordable amount.
    - i. If the amount is <\$100 – a deferred loan is acceptable
    - ii. If the amount is >\$100 – a deferred payment can be recommended with supporting documentation for consideration of an exception.
7. The Coordinator will prepare recommendations for action by the Review Board and will provide 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 the criteria of having income below 80% of the AREA median;

### III. SELECTION

1. Our 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. (Example: Failure of well or septic system)
  - Total household income is below 80% of the County median.
2. The Housing Review Board will meet as needed. The Board will review applications and recommendations from the Program Coordinator and will make decisions as to which shall be funded and the method of financing. These decisions are based upon the feasibility and affordability analysis computations in DCHD underwriting process. Grievances and appeals against the decision of the Housing Review Board will be made in writing within 30 days after written 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 Chief Administrative Officer 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 Chief Administrative Officer. Applicants will be notified of the grievance procedures upon notification of action by the Board on their cases.
3. Upon application approval, the Coordinator 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-rehabilitation 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 according to 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. A loan can be deferred, forgivable, no-interest or amortized at the discretion of the Housing Coordinator and the Housing Board approval. 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 Program Inspector. The homeowner will be encouraged to participate in this process. The Program Inspector 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 Environmental Programs prior to being sent to bid. Requirements of the 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:
  - a. Improvements to the existing physical structure such as painting and resurfacing of structures or surface elements
  - b. Roof, wall, floor and ceiling repairs
  - c. Replacement of appliances such as range, water heater, water pump.
  - d. Replacements of fixtures such as heating, electrical, plumbing
  - e. Energy conservation/weatherization improvements
  - f. Alterations necessary to make the dwelling more accessible for handicapped persons.
3. The following activities are generally ineligible for rehabilitation assistance:
  - a. New construction, substantial reconstruction, or the finishing of unfinished space such as attics or basements.
  - b. Remodeling or cosmetic improvements
  - c. Renovation of dilapidated outbuildings

- d. Appliances not required by code standards
- e. 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 Program Inspector. Minority and female owned firms will be encouraged to bid. Contractors must complete a Qualification Form to be considered as an eligible bidder.
2. 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.
3. 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.
4. Following award, Worcester County, the Owner, and Contractor Agreement will be executed by the contractor and homeowner. The Program Coordinator will then issue a Notice to Proceed.
5. 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 Coordinator. 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 on applicable projects. The homeowner, Program Inspector, contractor and Program Coordinator are required to sign-off on the final payment request in order for payment to be processed.
6. All work involving well and septic installation will be bid separately and will not require the certification of the Program Inspector. The Coordinator will work directly with the Environmental Programs Department for this procurement. E.P. will also perform the inspections.
7. 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 Coordinator will make the determination and document the reasons for such.
8. Any homeowner who has problems with the work after its completion, (i.e., leaking pipes) should contact the Program Coordinator 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. Applications for emergency well and septic systems shall be contracted as specified in the attached emergency application process.

**VII. PERMITTING PROCESS**

1. The Housing Coordinator 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 Coordinator will provide the contractor with a copy of this memo when the Owner-Contractor Agreement is signed.
  - a. 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.
  - b. The Contractor will notify the Development, Review, and Permitting or applicable jurisdiction and the Housing Coordinator of the construction start date.

**VIII. FINAL REHABILITATION DOCUMENTS**

1. Once the contract for the work is awarded, the Coordinator will prepare the following documents for signature by the homeowner:
  - Owner-Contractor-Grantee 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 Coordinator, 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 Coordinator 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 only if they are more stringent than CDBG.

### I. 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 and completion of the contractor qualification form:
  - 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
  - g. Copy of MHIC 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 Program Inspector and the Housing Rehabilitation Program Coordinator will determine the award of the bid and submit their suggestion to the County Commissioners to 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 shall return completed and sealed bid packages to the County Administration no later than the date and time 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 Coordinator. 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. All bids will be opened publicly and read aloud at a specified time. Bids will be reviewed by the Program Coordinator.
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 Coordinator 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.

## II. CONTRACT PROCEDURES

1. A contract for construction work financed by a rehabilitation grant or loan shall be undertaken between the grantee, 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; and
  - 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. For final payments, receipt of release of liens by the contractors, suppliers and laborers involved shall be required.

4. The Contractor shall be required to comply with the following provisions:
  - a. Comply with all County inspection requirements; and
  - b. Perform all work in accordance with applicable standards and requirements, whether or not covered by the work specifications.

### III. OWNER/CONTRACTOR DISPUTES

1. 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 Coordinator within 10 days of the date of the notice from the Inspector. The Program Coordinator 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 Coordinator 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.

### IV. CHANGE ORDERS

1. 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.
2. 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:
  - a. The contractor is required to telephone both the Program Coordinator and the Program Inspector with a verbal explanation of the situation.
  - b. The Program Inspector will visit the job site to render an opinion on the need for the change. If the Program Inspector recommends denial of the change order, this decision shall be final.
  - c. If the Program Inspector finds that the request is justified, he will so inform the Program Coordinator who will render the final judgment. The Inspector will also give his opinion as to the reasonable cost of the proposed change.
  - d. 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 sources.
  - e. The Program Coordinator will require the contractor to fill out and sign a change order form prior to permitting work to proceed. The contractor shall

verify whether any revisions of the issued permit are necessary with the appropriate jurisdiction.

V. .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 Coordinator 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.

**Housing Rehabilitation Application Process for  
Emergency Well and Septic Systems Only**

A failure of a well or septic system shall be deemed to be an immediate threat to the health and safety of the occupant(s) and shall be expedited under the emergency application process set forth herein.

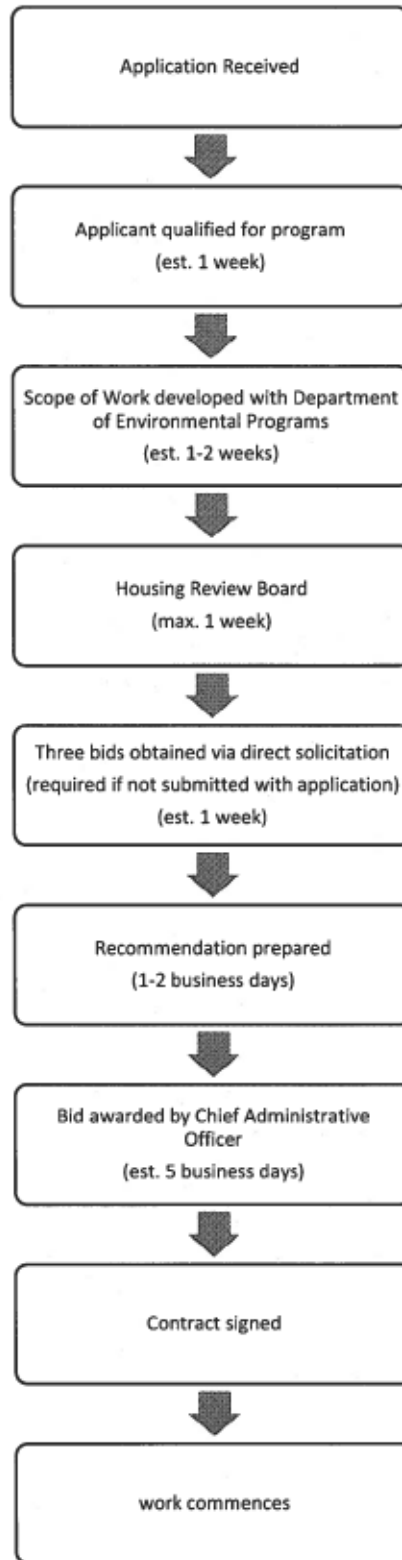
1. Applicants shall meet the eligibility requirements for the Program as defined in the Housing Rehabilitation Program Guidelines, Section I- Eligibility. Applications for septic systems shall be reviewed by the Worcester County Department of Environmental Programs (DEP) to determine eligibility for the use of Bay Restoration Funds in conjunction with CDBG funding whenever possible.
2. 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, the 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 Program Coordinator.
3. The applicant shall provide the Program Coordinator with the contact information for the licensed well driller or septic installer that made the determination that the well or septic needed repair or replacement to include the name of the company and/or individual, mailing address, phone number, and email address (if available). This information shall be reviewed by the Worcester County DEP for preparation of the scope of work. At their discretion, the Program Coordinator may utilize a third-party to conduct an inspection and prepare a report in order to verify the nature of the improvements needed.
4. Underwriting will be performed prior to presentation to the Housing Review Board. The Program Coordinator will utilize the CDBG Cost Benefit Determination form. Applicants who expend more than 30% of their income for housing expenses shall be deemed unable to repay a loan, but shall be eligible for a grant.



5. The Program Coordinator will prepare recommendations for action by the Housing Review Board. In order to receive a conditional grant, the applicant must meet the following criteria: have income below 80% of the AREA median OR 62 years of age or older and spending more than 30% of his or her gross income on housing, exclusive of utilities. Application approvals shall occur as outlined in Section III - Selection, utilizing the method of financing outlined in Section IV - Structure of Financial Assistance, from the Housing Rehabilitation Program Guidelines.
6. Bid Procedures
  - a. The applicant may submit three bids from licensed contractors as a part of their initial application. Bids submitted in this manner will be evaluated for consistency with the final scope of work developed by the Program Coordinator in consultation with the Worcester County DEP. Alternatively, the Program Coordinator may directly solicit a minimum of three bids from licensed contractors.
  - b. The Program Coordinator shall complete the Vendor/ Cost Documentation Form.
  - c. All bids will be reviewed for accuracy, consistency and responsibility. All bids should be less than 6 months old. A recommendation for award will be provided by the Program Coordinator.
  - d. The recommendation and bids will be reviewed and awarded by the Chief Administrative Officer (CAO). Bids will generally be awarded to the lowest bidder; however, Worcester County reserves the right to accept or reject any or all bids.
    1. Should the bids exceed the expenditure threshold specified in § CG 4-202, the Program Coordinator shall submit the recommendation to the Worcester County Commissioners for award.

7. Following the award, the Program Coordinator will prepare the required documents as outlined in Section VIII - Final Rehabilitation Documents and the contractor shall obtain all required permits from the Worcester County DEP as outlined in Section VII - Permitting Process, of the Worcester County Housing Rehabilitation Program Guidelines.
  
8. All other matters pertaining to the project shall be as governed by the Worcester County Housing Rehabilitation Program Guidelines.

**Expedited CDBG Application Procedure Flow**  
**Emergency Well and Septic Systems Only**  
(Estimated 6 weeks)



**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 a single-family home located in the Snow Hill area of Worcester County. Bid specification packages and bid forms are available to licensed Maryland Home Improvement Contractors. Packages 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) 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.

The projects are proposed to be funded by the Community Development Block Grant (CDBG) Program and are thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, June 19, 2023,** 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 – Berlin – June 19, 2023**" in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids 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 regarding the bid specifications shall be directed to the Housing Program Inspector, Dave Walter, at 410-603-4096. All other inquiries shall be directed to **David Washington**, at 410-632-1200, ext. 1171.

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

**PROPERTY OF: Inez Foreman**  
**ADDRESS: 10802 Maple Court**  
**Berlin, MD 21811**  
**TELEPHONE: (443)359-7924**

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

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

NO QUOTATIONS AFTER: June 19, 2023

**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

# ITEM 1

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.

**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>

**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
- Section 3 Compliance Bid Form \* if you are not a Section 3 employer and expect no new hires, check 3<sup>rd</sup> option and enter "0" new employees
- Section 3 Business Certification \* if you are not Section 3 employer check bottom option; unable to certify
- Attended Pre-bid meeting: \_\_\_\_\_ Required  X  Not Required
- Signed Bid Submission Checklist

---

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 Davida Washington 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. Please note HUD 4010 enclosed for informational purposes; Davis Bacon is not required for this project.



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

**SECTION 3 CLAUSE**

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, [12 U.S.C. 1701u](#) (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**SECTION 3 COMPLIANCE BID FORM**

Name of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_

Type of Business:      \_\_ Corporation   \_\_ Partnership   \_\_ Sole Proprietorship   \_\_ Other

Business Activity: \_\_\_\_\_

\_\_\_\_\_ I am certified as a Section 3 Business. I have attached a Section 3 Business Certification.

OR

\_\_\_\_\_ I will subcontract 25% of the contract amount to one or more certified Section 3 Businesses. I have attached Section 3 Business Certifications for selected subcontractors.

OR

\_\_\_\_\_ I anticipate hiring \_\_\_\_\_ new employees under this contract, if awarded. I understand that if any new hires are required under this contract, I will need to comply with Section 3 hiring requirements.

I attest that the above information is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

### GENERAL SPECIFICATIONS

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the home to be rehabilitated is attached. Bids will be accepted until 1:00 p.m. on **Monday, June 19, 2023**, 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 **David Washington** at 410-632-1200, ext. 1171. Questions of a technical nature may be directed to the Program Inspector, Dave Walter, at 410-603-4096. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked "**Housing Rehabilitation Bid – Berlin- June 19, 2023**". 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 this project must be a licensed Maryland Home Improvement Contractor 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 thirty (30) 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.

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 Inez Foreman  
10802 Maple Court  
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 Available To Start: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
MHIC license #                      Exp. Date

PROJECT: INEZ FOREMAN

DATE: 5-01-2023

ADDRESS: 10802 MAPLE COURT

BERLIN, MD 21811

PHONE: 443-359-7924

## SCOPE OF WORK

**A: Contractor is responsible to obtain all necessary permits and to clean up the jobsite and haul away all construction related debris.**

Areas identified as having “soft spots” in flooring by owner in the living room, hallway, bedrooms, and bathroom need to have finished flooring removed and necessary repairs made to correct the problem as needed. Any replacement of subflooring is to be same thickness and be plywood or “Advantech” material. Replace existing flooring if possible in living room, bedrooms, and hallway. If not possible, replace with new finish flooring to match existing as close as possible in living room and hallway. Bedrooms to have builder grade carpet and padding installed. Bathroom is to have all new finish flooring, material to be vinyl sheet goods.

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

**B: Remove existing “in floor” gas heater unit, install matching size floor joists with proper size joist hangers, and plywood subflooring to fill the floor opening. Install finish flooring**

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

**C: Remove all interior doors. Replace all interior doors with hollow core six panel units, same size as those removed. Provide and install new door entry and passage locksets, Kwikset or equal. Install door stops at all new room entry doors.**

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

**D: Remove all existing window units. Provide and install new white vinyl, EPA certified, Low –E insulated glass windows with screens. All bedroom windows must meet current Code “egress” requirements. Windows are to be caulked and flex tape sealed, with all jamb gaps foam sealed with low expansion foam. Window interior trim is to match existing. Paint or stain trim to match existing as close as possible.**

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

**E: Remove existing front and rear entry door units. Provide and install new insulated steel entry doors with dead bolts and new locksets, Kwikset or equal. Doors are to be set in metal sill pans, caulked and flex tape sealed. All jamb gaps are to be sealed with low expansion foam sealer. Doors are to be**



Painted two (2) coats, exterior and interior. The new trim is to match existing as close as possible. Provide and install two (2) new storm door units, Larson or equal with closers, at front and rear entry doors. Make drywall repairs in several different areas throughout the house. Touch up paint as needed.

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

**F:** The bathroom is to be stripped down to bare studs and subflooring. Remove all existing fixtures, vanity, and toilet. Install highest rated Kraft face fiberglass insulation as possible in all bathroom exterior walls. Complete framing as necessary for new shower. New plumbing supply and waste lines are to be CPVC and PVC material. Provide and install a new bathroom exhaust fan/light combination and vent to the exterior. Install 1/2" moisture resistant green board drywall on all walls and ceiling. Drywall is to be glued and screwed, taped and finished to a smooth paintable surface. Painting of all new drywall and trim, two (2) coats, color selection is to be made by the owner. Provide and install a five foot fiberglass shower pan with fiberglass wall panels. Provide and install two (2) HC grab bars. Shower is to have a new hand held shower head and lever operated faucet. Provide and install a new 30 inch vanity with top and new Moen or equal single lever faucet. Provide and install a standard bathroom mirror over new vanity. Provide and install one (1) new tall elongated toilet with new wax ring seal. Provide and install two (2) new towel bars and a toilet paper holder. Install new water shut off valves at the vanity and the toilet. Install new vinyl plank finish flooring with baseboard and show moulding trim to match existing as close as possible. Install new builder grade, glass shower door.

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

**G:** Make all necessary drain line repairs at kitchen sink to insure leak free proper drainage. Have plumber check main waste line drainage pipes to insure there are no current clogs. Drains are to be PVC material with standard "P" traps. Replace dryer duct, do not use plastic duct.

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

**H:** Contractor is to provide and install new GFCI outlets in the kitchen, bathroom, and exterior, as required by current Code. Provide and install new lithium battery smoke detectors and CO detectors, throughout the house, to meet current Code requirements. Provide and install a new interior venting range hood fan/light unit. Install missing outlet cover plates in utility closet.

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

**I:** Provide and install a new crawlspace insulated access door. Have crawlspace inspected for organic growth by a certified mold specialist. Have any necessary mitigation completed. Provide and install one dump truck load of sand over the interior of the crawlspace floor to eliminate low areas where standing water currently collects. Nail in existing floor joist tie supports that are hanging loose. Provide and install Kraft faced R-19 fiberglass batt insulation in floor joist bays and 6 mil poly vapor barrier to completely cover the crawlspace floor area. Install two (2) downspouts and two (2) splash blocks.

# ITEM 1

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

HOUSING 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 owner-occupied substandard housing units located in Worcester County.

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 (DHCD).

**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 HUD limits for Worcester County, Maryland CDBG program as of June 15, 2022, are as follows:

Persons per Household	Maximum Annual Income
1	49,950
2	57,100
3	64,250
4	71,350
5	77,100
6	82,800
7	88,500
8	94,200

2. The dwelling to be rehabilitated must be located within the unincorporated areas of Worcester County or in an incorporated municipality 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 one 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.
11. Any property that is in forbearance with their mortgage company or property is bound by a reverse mortgage is **not eligible** for assistance from this program.
12. An applicant may only be assisted one time with CDBG funds. However, a waiver may be requested for emergency assistance or on a case by case basis. Requests for waivers should be addressed to the CDBG Housing Rehabilitation Coordinator.
13. CDBG funding is only used for homes constructed after 1978 unless there is documentation demonstrating that there is no lead based paint in the house at the time of selection.
14. Houses must be inspected for pests and termites prior to approval. The inspections are to be completed by a licensed exterminator. If infestation is discovered, treatment must be provided. Each case file must obtain an inspection report showing issues and completed corrections. The exceptions to this requirement are cases for water and sewer lines and emergency repairs.
15. The County must require a pro-rated repayment if a property owner refinances and receives “cash-out” from the transaction after the rehabilitation has taken place while the lien or loan term is in effect.
16. Smoke detectors must be installed according to local code with a minimum of one on each floor. If they are already in place, they should function properly.
17. No Worcester County employees are eligible for this program. This would be a conflict of interest.

## 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 Coordinator.

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.
3. The Coordinator 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. Cost Benefit Determination: According to Maryland State policies, if the cost to rehabilitate the house is 50% greater than the assessed value as determined by the State Department of Assessments and Tax (SDAT), then CDBG funding cannot be utilized for repairs. Costs for lead abatement are not included in this computation. The State will consider exception requests if there are health and safety issues.
6. Underwriting will be performed prior to presentation to the Housing Review Board. The Coordinator will utilize the State Special Loans Program underwriting form.
  - a. Applicants who expend more than 31% of their income for housing expenses will be deemed unable to repay a loan (housing expense/gross monthly income).
  - b. Total recurring debt obligations should not exceed 43% (monthly housing expense plus long term debt/gross monthly income).
  - c. The amount available for repayment: gross monthly income X 43% and long-term debt and housing expenses is subtracted with a 10% optional allowance of unusual household expenses. The remainder is the monthly affordable amount.
    - i. If the amount is <\$100 – a deferred loan is acceptable
    - ii. If the amount is >\$100 – a deferred payment can be recommended with supporting documentation for consideration of an exception.
7. The Coordinator will prepare recommendations for action by the Review Board and will provide 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 the criteria of having income below 80% of the AREA median;

### III. SELECTION

1. Our 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. (Example: Failure of well or septic system)
  - Total household income is below 80% of the County median.
2. The Housing Review Board will meet as needed. The Board will review applications and recommendations from the Program Coordinator and will make decisions as to which shall be funded and the method of financing. These decisions are based upon the feasibility and affordability analysis computations in DCHD underwriting process. Grievances and appeals against the decision of the Housing Review Board will be made in writing within 30 days after written 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 Chief Administrative Officer 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 Chief Administrative Officer. Applicants will be notified of the grievance procedures upon notification of action by the Board on their cases.
3. Upon application approval, the Coordinator 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-rehabilitation 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 according to 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. A loan can be deferred, forgivable, no-interest or amortized at the discretion of the Housing Coordinator and the Housing Board approval. 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 Program Inspector. The homeowner will be encouraged to participate in this process. The Program Inspector 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 Environmental Programs prior to being sent to bid. Requirements of the 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:
  - a. Improvements to the existing physical structure such as painting and resurfacing of structures or surface elements
  - b. Roof, wall, floor and ceiling repairs
  - c. Replacement of appliances such as range, water heater, water pump.
  - d. Replacements of fixtures such as heating, electrical, plumbing
  - e. Energy conservation/weatherization improvements
  - f. Alterations necessary to make the dwelling more accessible for handicapped persons.
3. The following activities are generally ineligible for rehabilitation assistance:
  - a. New construction, substantial reconstruction, or the finishing of unfinished space such as attics or basements.
  - b. Remodeling or cosmetic improvements
  - c. Renovation of dilapidated outbuildings

- d. Appliances not required by code standards
- e. 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 Program Inspector. Minority and female owned firms will be encouraged to bid. Contractors must complete a Qualification Form to be considered as an eligible bidder.
2. 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.
3. 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.
4. Following award, Worcester County, the Owner, and Contractor Agreement will be executed by the contractor and homeowner. The Program Coordinator will then issue a Notice to Proceed.
5. 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 Coordinator. 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 on applicable projects. The homeowner, Program Inspector, contractor and Program Coordinator are required to sign-off on the final payment request in order for payment to be processed.
6. All work involving well and septic installation will be bid separately and will not require the certification of the Program Inspector. The Coordinator will work directly with the Environmental Programs Department for this procurement. E.P. will also perform the inspections.
7. 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 Coordinator will make the determination and document the reasons for such.
8. Any homeowner who has problems with the work after its completion, (i.e., leaking pipes) should contact the Program Coordinator 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. Applications for emergency well and septic systems shall be contracted as specified in the attached emergency application process.

**VII. PERMITTING PROCESS**

1. The Housing Coordinator 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 Coordinator will provide the contractor with a copy of this memo when the Owner-Contractor Agreement is signed.
  - a. 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.
  - b. The Contractor will notify the Development, Review, and Permitting or applicable jurisdiction and the Housing Coordinator of the construction start date.

**VIII. FINAL REHABILITATION DOCUMENTS**

1. Once the contract for the work is awarded, the Coordinator will prepare the following documents for signature by the homeowner:
  - Owner-Contractor-Grantee 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 Coordinator, 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 Coordinator 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 only if they are more stringent than CDBG.

### I. 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 and completion of the contractor qualification form:
  - 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
  - g. Copy of MHIC 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 Program Inspector and the Housing Rehabilitation Program Coordinator will determine the award of the bid and submit their suggestion to the County Commissioners to 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 shall return completed and sealed bid packages to the County Administration no later than the date and time 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 Coordinator. 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. All bids will be opened publicly and read aloud at a specified time. Bids will be reviewed by the Program Coordinator.
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 Coordinator 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.

## II. CONTRACT PROCEDURES

1. A contract for construction work financed by a rehabilitation grant or loan shall be undertaken between the grantee, 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; and
  - 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. For final payments, receipt of release of liens by the contractors, suppliers and laborers involved shall be required.

4. The Contractor shall be required to comply with the following provisions:
  - a. Comply with all County inspection requirements; and
  - b. Perform all work in accordance with applicable standards and requirements, whether or not covered by the work specifications.

### III. OWNER/CONTRACTOR DISPUTES

1. 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 Coordinator within 10 days of the date of the notice from the Inspector. The Program Coordinator 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 Coordinator 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.

### IV. CHANGE ORDERS

1. 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.
2. 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:
  - a. The contractor is required to telephone both the Program Coordinator and the Program Inspector with a verbal explanation of the situation.
  - b. The Program Inspector will visit the job site to render an opinion on the need for the change. If the Program Inspector recommends denial of the change order, this decision shall be final.
  - c. If the Program Inspector finds that the request is justified, he will so inform the Program Coordinator who will render the final judgment. The Inspector will also give his opinion as to the reasonable cost of the proposed change.
  - d. 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 sources.
  - e. The Program Coordinator will require the contractor to fill out and sign a change order form prior to permitting work to proceed. The contractor shall

verify whether any revisions of the issued permit are necessary with the appropriate jurisdiction.

#### V. .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 Coordinator 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.

**Housing Rehabilitation Application Process for  
Emergency Well and Septic Systems Only**

A failure of a well or septic system shall be deemed to be an immediate threat to the health and safety of the occupant(s) and shall be expedited under the emergency application process set forth herein.

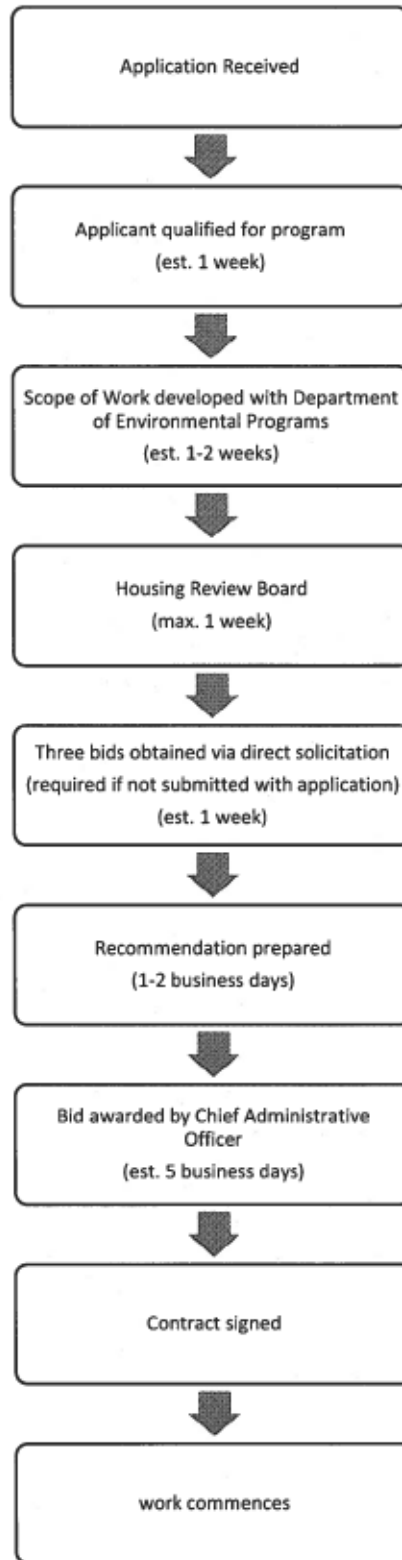
1. Applicants shall meet the eligibility requirements for the Program as defined in the Housing Rehabilitation Program Guidelines, Section I- Eligibility. Applications for septic systems shall be reviewed by the Worcester County Department of Environmental Programs (DEP) to determine eligibility for the use of Bay Restoration Funds in conjunction with CDBG funding whenever possible.
2. 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, the 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 Program Coordinator.
3. The applicant shall provide the Program Coordinator with the contact information for the licensed well driller or septic installer that made the determination that the well or septic needed repair or replacement to include the name of the company and/or individual, mailing address, phone number, and email address (if available). This information shall be reviewed by the Worcester County DEP for preparation of the scope of work. At their discretion, the Program Coordinator may utilize a third-party to conduct an inspection and prepare a report in order to verify the nature of the improvements needed.
4. Underwriting will be performed prior to presentation to the Housing Review Board. The Program Coordinator will utilize the CDBG Cost Benefit Determination form. Applicants who expend more than 30% of their income for housing expenses shall be deemed unable to repay a loan, but shall be eligible for a grant.



5. The Program Coordinator will prepare recommendations for action by the Housing Review Board. In order to receive a conditional grant, the applicant must meet the following criteria: have income below 80% of the AREA median OR 62 years of age or older and spending more than 30% of his or her gross income on housing, exclusive of utilities. Application approvals shall occur as outlined in Section III - Selection, utilizing the method of financing outlined in Section IV - Structure of Financial Assistance, from the Housing Rehabilitation Program Guidelines.
6. Bid Procedures
  - a. The applicant may submit three bids from licensed contractors as a part of their initial application. Bids submitted in this manner will be evaluated for consistency with the final scope of work developed by the Program Coordinator in consultation with the Worcester County DEP. Alternatively, the Program Coordinator may directly solicit a minimum of three bids from licensed contractors.
  - b. The Program Coordinator shall complete the Vendor/ Cost Documentation Form.
  - c. All bids will be reviewed for accuracy, consistency and responsibility. All bids should be less than 6 months old. A recommendation for award will be provided by the Program Coordinator.
  - d. The recommendation and bids will be reviewed and awarded by the Chief Administrative Officer (CAO). Bids will generally be awarded to the lowest bidder; however, Worcester County reserves the right to accept or reject any or all bids.
    1. Should the bids exceed the expenditure threshold specified in § CG 4-202, the Program Coordinator shall submit the recommendation to the Worcester County Commissioners for award.

7. Following the award, the Program Coordinator will prepare the required documents as outlined in Section VIII - Final Rehabilitation Documents and the contractor shall obtain all required permits from the Worcester County DEP as outlined in Section VII - Permitting Process, of the Worcester County Housing Rehabilitation Program Guidelines.
  
8. All other matters pertaining to the project shall be as governed by the Worcester County Housing Rehabilitation Program Guidelines.

**Expedited CDBG Application Procedure Flow**  
**Emergency Well and Septic Systems Only**  
(Estimated 6 weeks)





DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

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

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

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer  
FROM: Jennifer K. Keener, AICP, Director  
DATE: May 8, 2023  
RE: Findings of Fact and Resolution for Step I of The Refuge at Windmill Creek Residential Planned Community (RPC)

Attached please find the County Commissioner’s Findings of Fact and Resolution drafted by Kristen Tremblay, AICP, Zoning Administrator, for the above referenced Step I residential planned community application. The public hearing was conducted by the County Commissioners on April 18, 2023. I have reviewed the documents and would recommend that the County Commissioners adopt and execute these findings and resolution.

I would like to note to the County Commissioners that §ZS 1-315(k)(2)A.4. of the Zoning and Subdivision Control Article states that “[a]ny residential planned community approved by the County Commissioners must be unconditionally accepted as approved, in writing by the applicant requesting such use within ninety days after approval by the County Commissioners.” The regulations further state that “[f]ailure to so accept, in writing, any such residential planned community so approved by the County Commissioners shall be considered a rejection and abandonment by the applicant of the approval, and thereafter any such residential planned community so approved shall be null and void and of no effect whatsoever.” Staff has prepared an addendum to the resolution for signature by the applicant accepting the approval.

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

IN THE MATTER OF THE REQUEST \*  
 FOR ESTABLISHMENT OF A \*  
 RESIDENTIAL PLANNED COMMUNITY \* THE REFUGE AT  
 FLOATING ZONE \* WINDMILL CREEK  
 THE REFUGE AT WINDMILL CREEK, LLC \*  
 BERLIN, MARYLAND \*

\*\*\*\*\*

FINDINGS OF FACT

Subsequent to a public hearing held on April 18, 2023 and after a review of the entire record, all pertinent plans and all testimony, the Worcester County Commissioners hereby make the following findings as the County Commissioners’ findings of fact pursuant to the provisions of §ZS 1-315(k)(2)A.4 of the Worcester County Zoning Ordinance. These findings are made relative to the request submitted by Refuge at Windmill Creek, LLC for the establishment of a residential planned community (RPC) floating zone for the proposed RPC project known as the Refuge at Windmill Creek. Furthermore, these findings are made relative to the Step I plan as submitted as part of the original application.

Regarding the relationship of the RPC with the Comprehensive Plan, zoning regulations and other established policy guidelines: The County Commissioners find that the subject property is currently comprised of two (2) separate parcels. Parcel 127 abuts the River Run residential subdivision and is within the “Existing Developed Areas” (EDA) land use category of the Comprehensive Plan. Parcel 259 is located within the “Agricultural” land use category of the Comprehensive Plan.

The EDA category recognizes the importance of maintaining the neighborhood character, and provides for orderly infill development in unincorporated areas. The Ocean Pines area is specifically mentioned for infill development. The Comprehensive Plan further states that “[a]ppropriate zoning providing for densities and uses consistent with this character should be instituted” (Chapter 2). Therefore, in 2018 the Worcester County Commissioners rezoned a portion of this property from E-1 Estate District to R-1 Rural Residential District.

While a portion of this development is within the Agricultural land use category, this property had been utilized as a commercial golf course for many years before its closure in 2010.

Overall, the conversion of the golf course into a residential subdivision will not result in the loss of agricultural production, nor would it be incompatible with the surrounding neighborhood. As justification for their decision to rezone the property to R-1 Rural Residential District, the County Commissioners found that Windmill Creek would have been a more accurate boundary between the Existing Developed Area and the Agricultural land use categories.

Relative to consistency with the zoning regulations, the County Commissioners finds that the project site is zoned R-1 Rural Residential and RP Resource Protection District, the R-1 District being a zoning classification in which residential planned communities are permitted. It also finds that the project as proposed complies with those requirements cited in §ZS 1-315 relative to maximum density, maximum limitation for residential uses, minimum requirements for common use open space and recreational areas, and types of permitted uses. Furthermore, the County Commissioners finds that the submittals relative to the proposed project comply with the requirements cited in §ZS 1-315(k)(2)A.1.

Regarding the general location of the site and its relationship to existing land uses in the immediate vicinity: The County Commissioners find that the subject property is located on the northwest side of Beauchamp Road, north of MD Route 589 (Racetrack Road). The County Commissioners finds that this area can best be characterized as a mix of residential, religious, and institutional (educational) land uses. The neighboring developments of Ocean Pines, River Run, St. Martins by the Bay and Dawn Circle all consist of primarily single-family dwellings, similar to the proposed project. The proposed development is consistent with the purpose and intent of the R-1 Rural Residential District which states that “[t]his district is intended to protect and preserve the low-density rural residential areas of the County which are not generally planned for substantial population growth.” Population growth has been limited over the recent years as stated in the County Commissioners’ Findings of Fact from the rezoning case in 2018. The development is proposed to be clustered in order to preserve the open space and protect the natural environment, as intended by these district regulations. In summary, the County Commissioners find that the proposed use as a single-family residential development is consistent with existing land uses in the vicinity.

Regarding the availability and adequacy of public facilities, services and utilities to meet the needs of the RPC and the long-term implications the project would have on subsequent local development patterns and demand for public facilities and services: The County Commissioners find that the properties proposed to be developed are presently zoned R-1 Rural Residential and RP Resource Protection Districts. Residential planned communities of the same density are permitted by that zoning district. Thus, the proposed density of one (1) dwelling unit per acre was anticipated for this immediate vicinity. The surrounding lands are similarly zoned for residential uses and commercial zoning is located at the corner of Beauchamp Road and Racetrack Road (MD Route 589), with additional commercial amenities within a five-minute drive from the subject

properties that will adequately serve the needs of the residents of this development. Therefore, the County Commissioners concludes that the proposed Refuge at Windmill Creek RPC will not have an adverse long-term implication on development patterns in the area. Fee simple lots are proposed for the development. All public roads within the development shall be constructed to private road standards as previously approved under resolution 20-5.

Relative to certain public facilities, the developer has obtained a Water and Sewerage Plan Amendment to connect the project to public water from the Ocean Pines Sanitary Service Area and sewer will be provided from the River Run Sanitary Service Area.

Relative to the potential impact to the projected school enrollments as a result of this development, Mr. Joe Price, Facilities Planner with the Worcester County Board of Education stated previously in his May 3, 2019 letter that there is the possibility of an impact (increase) to the four (4) northern county schools as a result of this development. The replacement of Showell Elementary School, located within the immediate vicinity of this project, has been completed and is now open.

In consideration of their review, the County Commissioners finds that there will be no significant negative impacts to public facilities and services resulting from the proposed RPC.

Regarding the consistency of the RPC with the general design standards as contained in Subsections (j)(1) through (j)(5): The County Commissioners finds that relative to the protection of key environmental features, it found that the development is located on Windmill Branch, which has significant wetlands and steep slopes. The County Commissioners also acknowledges that the majority of this area is located within the RP Resource Protection District and is proposed to be placed in a Forest Conservation Easement, thus being protected from disturbance. There is a portion of the non-tidal wetlands and associated buffer that are proposed to be impacted in order to construct two (2) of the proposed lots (Lot #'s 27 & 28). Additionally, except for a small pond that is a regulated wetland, the remaining ponds will be enlarged and enhanced as part of this project.

The open space provided is twice as much land as the minimum required under the RPC regulations. This project is also subject to the Worcester County Forest Conservation Law, and a Forest Stand Delineation was submitted and previously approved.

Relative to the general layout and clustering of the development, the County Commissioners finds that the proposed RPC consists of single-family residential lots, minimizing land impacts, especially to environmentally sensitive lands, while maximizing contiguous open spaces within the rear, center and front of the parcels. The traffic circulation patterns promote connectivity within the proposed development, and limit access to the public road system to one

entrance that will be designed to meet the County Roads standards. All roads will be developed to private road standards as indicated by Resolution 20-5.

No culs-de-sac or dead-end streets are proposed within this development.

Overall, the County Commissioners finds that the RPC has demonstrated consistency with the general design standards contained in §ZS 1-315(j)(1) through (j)(5), on the condition that a sidewalk be provided along Beauchamp Road as shown on the sidewalk exhibit, with consideration given to the extension of the sidewalk along the remainder of the parcel frontage of Beauchamp Road.

Regarding the relationship of the RPC's proposed construction schedule, including any phasing, and the demand for and timely provision of public facilities, services and utilities necessary to serve the project: The County Commissioners find that within the original written narrative, the applicant states that all water, sewer and road infrastructure for the development will be constructed within the first phase. Construction of the residential portion of the development will occur based on market demand.

Overall, the County Commissioners finds that the RPC has demonstrated that reasonable consideration has been given to the provision for and construction of the public facilities, services and utilities necessary to serve the project within their construction schedule.

Regarding the capacity of the existing road network to provide suitable vehicular access for the RPC, the appropriateness of any existing or proposed improvements to the transportation network, the adequacy of the pedestrian and bicycle circulation, and the proposed means of connectivity of the project to surrounding residential, commercial and recreational development and uses: The County Commissioners finds that connectivity to main transportation networks are another feature of the proposed development that are consistent with the Comprehensive Plan. Access will be via a single entrance onto Beauchamp Road, therefore limiting multiple points of access. The original written narrative notes that a traffic study was conducted in 2016, and a Trip Generation Summary sheet updating that information was prepared by Carpenter Engineering and is attached to the narrative. Both the written narrative and the Trip Generation Summary state that Beauchamp Road, as well as the intersection of Beauchamp Road and MD Route 589 (Racetrack Road) will perform at a Level of Service (LOS) A before and after the addition of this proposed subdivision.

Relative to the adequacy of pedestrian and bicycle circulation, as stated above, to promote a truly pedestrian scale development, the Zoning Division recommended that a sidewalk be provided along the Beauchamp Road frontage, which will need to be re-provided to staff prior to review by the Technical Review Committee's review of Steps II and III.



Based on the previously submitted supplemental traffic analysis provided, the County Commissioners concluded that the access point to Beauchamp Road will not have a significantly adverse impact on traffic patterns in the area. The County Commissioners also concludes that the Department of Public Works, County Roads Division is ensuring that all public road improvements and entrance design requirements are being met. Therefore, the County Commissioners finds the transportation network to be suitable for this development, again on the condition that a sidewalk be provided along Beauchamp Road, with consideration given to the extension of the sidewalk along the remainder of the parcel frontage of Beauchamp Road.

Regarding the relationship of the proposed method of wastewater disposal and provision of potable water service with the goals, objectives and recommendations of the Comprehensive Plan, Comprehensive Water and Sewer Plan, and other established policy guidelines: The County Commissioners find that the Comprehensive Plan notes that “[s]ewer service...is one of the county’s most powerful growth management tools” (Chapter 6). This development has obtained approval for a Water and Sewer Plan Amendment and Sanitary Service Area Amendment in order to obtain sewer from the existing River Run service area, with water being provided by the Ocean Pines service area.

The County Commissioners finds that, based on the recommendation and approvals granted to the developer thus far for public water and sewer, provisions for public facilities have been made to serve this development in the River Run (sewer) and Ocean Pines (water) Sanitary Service Areas.

Based upon their review, the County Commissioners hereby approve the request for the establishment of the residential planned community floating zone for The Refuge at Windmill Creek RPC.

Adopted as of this 18<sup>th</sup> day of April, 2023. Reduced to writing and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**RESOLUTION NO. 23 - 06**

**RESOLUTION ESTABLISHING THE REFUGE AT WINDMILL CREEK  
RESIDENTIAL PLANNED COMMUNITY FLOATING ZONE**

WHEREAS, pursuant to Section ZS 1-315 of the Zoning and Subdivision Control Article of the Public Local Laws of Worcester County, Maryland, The Refuge at Windmill Creek, LLC, have filed an application for the establishment of a Residential Planned Community (RPC) Floating Zone on approximately 94.7 acres of land shown on Tax Map 15 as Parcels 127 and 259, located on the northwesterly side of Beauchamp Road, north of Maryland Route 589 (Racetrack Road), in the Third Tax District of Worcester County, said Residential Planned Community designated as The Refuge at Windmill Creek RPC; and

WHEREAS, the said application was referred to the Worcester County Planning Commission which gave the application a favorable recommendation during its review on February 2, 2023; and

WHEREAS, subsequent to a public hearing held on April 18, 2023, following due notice and all procedures as required by Sections ZS 1-315, 1-113, and ZS 1-114 of the Zoning and Subdivision Control Article of the Public Local Laws of Worcester County, Maryland, the County Commissioners made the finding that the establishment of a Residential Planned Community Floating Zone on the subject properties would be compatible with the Worcester County Comprehensive Plan and the Worcester County Zoning and Subdivision Control Article.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, that the land partitioned by The Refuge at Windmill Creek, LLC, shown on Tax Map 15 as Parcels 127 and 259 and consisting of approximately 94.7 acres of land, is hereby approved and established as a Residential Planned Community Floating Zone in accordance with the provisions of §ZS 1-315 of the Worcester County Zoning and Subdivision Control Article, subject to the following condition:

1. A sidewalk must be provided along Beauchamp Road as shown on the sidewalk exhibit, with consideration given to the extension of the sidewalk along the remainder of the parcel frontage of Beauchamp Road.

BE IT FURTHER RESOLVED that the effective date of this Resolution shall be nunc pro tunc, April 18, 2023.

PASSED AND ADOPTED this 16th day of May, 2023.

Attest:

Worcester County Commissioners

---

Weston S. Young  
Chief Administrative Officer

---

Anthony W. Bertino, Jr.  
President

---

Madison J. Bunting, Jr.  
Vice President

---

Caryn G. Abbott  
Commissioner

---

Theodore J. Elder  
Commissioner

---

Eric J. Fiori  
Commissioner

---

Joseph M. Mitrecic  
Commissioner

---

Diana Purnell  
Commissioner



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

## Memorandum

---

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

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

A handwritten signature in blue ink, appearing to be "RM", is located to the right of the "From:" field.

**Subject:** **Public Hearing Notice**  
 Ocean Pines Service Area  
 Addition of St. Martins by the Bay Water System  
 SW-2023-01

**Date:** 5/5/23

---

The Planning Commission met on May 4, 2023, and reviewed this amendment application. We are writing to forward the Planning Commission's finding of consistency with the *Comprehensive Development Plan* and their recommendation to amend the *Comprehensive Water and Sewerage Plan* for an amendment to change the water supplier for the St. Martins by the Bay development from their community system to the Ocean Pines Sanitary Service area.

The Department of Environmental Programs is bringing this forward on behalf of the applicant, the Department of Public Works. This amendment seeks to change the designation of the water system for the St. Martins by the Bay Community from a private community system to a public one with service from the Ocean Pines Water System and addition of the community to the Ocean Pines water planning area. While the community system in *The Plan* is designated as W-1 (immediate to two years), this amendment seeks to change that designation to be within the Ocean Pines water planning area with a designation of W-1 (immediate to two years), an include a revised Ocean Pines water planning area map that will reflect the entire community as a planned W-1 designation. The community already has an S-1 (immediate to two years) designation in the Ocean Pines sewer planning area.

The community has one existing Community Water Service Facility, all properties utilize a community water supply system (or have individual wells). The proposed system would abandon the existing Water Supply, Treatment, and Storage building and provide access to Ocean Pines water services to individual properties. The subject water service area is located in Worcester County along St. Martin Parkway and Marina Drive. The Worcester County Department of Public Works serves the adjacent Ocean Pines Service Area

A public hearing will be scheduled for the Amendment to the *Comprehensive Water and Sewerage Plan* to revise the sewer planning area to include the subject property.

I have forwarded a draft advertisement for this joint hearing to County Administration under separate cover. As always, I will be available to discuss this matter with you and the County Commissioners at your convenience. Should you have any questions or require future information in the interim, please do not hesitate to contact me.

## Attachments

1. Environmental Program's transmittal letter and staff report to the Planning Commission; and
2. Minutes for the Planning Commission meeting on May 4, 2023



DEPARTMENT OF  
ENVIRONMENTAL PROGRAMS

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1306  
SNOW HILL, MARYLAND 21863  
TEL: 410-632-1220 / FAX: 410-632-2012

LAND PRESERVATION PROGRAMS  
STORMWATER MANAGEMENT  
SEDIMENT & EROSION CONTROL  
SHORELINE CONSTRUCTION  
AGRICULTURAL PRESERVATION  
ADVISORY BOARD

WELL & SEPTIC  
WATER & SEWER PLANNING  
PLUMBING & GAS  
CRITICAL AREAS  
FOREST CONSERVATION  
COMMUNITY HYGIENE

April 21, 2023

Worcester County Planning Commission  
Worcester County Courthouse  
1 West Market Street, Room 1201  
Snow Hill, MD 21863

RE: Transmittal-Comprehensive Water and Sewerage  
Plan Amendment –Ocean Pines Sanitary Area – St.  
Martins by the Bay – Change of Community Water  
Service Designation  
(SW-2023-01)

Dear Commissioners:

We are writing to forward the proposed *Worcester County Comprehensive Water and Sewerage Plan (The Plan)* amendment to revise certain sanitary area data for the Ocean Pines Sanitary Area and change the service designation for the St. Martins by the Bay water system in *The Plan*, for your review and comment to the County Commissioners.

The Department of Environmental Programs is bringing this forward on behalf of the applicant, the Department of Public Works. This amendment seeks to change the designation of the water system for the St. Martins by the Bay Community from a private community system to a public one with service from the Ocean Pines Water System and addition of the community to the Ocean Pines water planning area. While the community system in *The Plan* is designated as W-1 (immediate to two years), this amendment seeks to change that designation to be within the Ocean Pines water planning area with a designation of W-1 (immediate to two years), an include a revised Ocean Pines water planning area map that will reflect the entire community as a planned W-1 designation. The community already has an S-1 (immediate to two years) designation in the Ocean Pines sewer planning area.

The community has one existing Community Water Service Facility, all properties utilize a community water supply system (or have individual wells). The proposed system would abandon the existing Water Supply, Treatment, and Storage building and provide access to Ocean Pines water services to individual properties. The subject water service area is located in Worcester County along St. Martin Parkway and Marina Drive. The Worcester County Department of Public Works serves the adjacent

Ocean Pines WS Amendment Case No. 2023-01

April 21, 2023

Ocean Pines Service Area. The project area hosts 58 developable lots, of which the majority are currently inhabited or developed. Current infrastructure, installed approximately 40 years ago, provides an assumed, 2" diameter water main along portions of Riverview Drive and St. Martins Parkway. The current condition of the St. Martins by the Bay water distribution system is in poor condition. The Worcester County Department of Public Works, Water and Wastewater Division owns and operates the Ocean Pines water distribution system that would be expanded to include the St. Martins community into its service area. The existing water treatment building and treatment equipment is to be demolished and the existing well abandoned. This is the intent for those facilities.

The existing Community Water Service Facility was installed in 1984, and along with individual wells have provided water for the community. In the recent years, the water system has been nearing failure, and the community has begun to experience concerns of water shortages. As stated above there is one existing Community Water Service facility installed nearly 39 years ago. The facility itself has been very hard to maintain and evidence of iron deposits on the floors and equipment suggest frequent flooding. This facility and any individual wells are at risk of failure due to continued sea level rise/land subsidence and their relatively low elevation, which is within 10 feet of sea level.

As a part of the eventual water connection, an allocation of Ocean Pines water EDUs will be purchased from the sanitary area. Other than adding the subject community, this amendment does not seek to amend or intensify the water planning areas approved in prior amendments with respect to the mapped planning areas.

The Planning Commission is tasked by Section 1.4 of *The Plan* ("Procedures for Plan Amendments") to make a finding as to whether this amendment would be consistent with *The Comprehensive Plan*. The Planning Commission may also submit its project comments and recommendations. The findings and comments will be submitted to the County Commissioners. The County Commissioners will hold a public hearing and then take action on the proposal.

### **Comprehensive Plan Policies**

The *Comprehensive Plan* assigns a single land use designation for this property within the Ocean Pines water planning area:

#### 1. Existing Developed Area

Existing Developed Centers are defined (p. 13) as follows:

- Existing residential and other concentrations of development in unincorporated areas and provides for their current development character to be maintained.
- Not designated as growth areas, these areas should be limited to infill development.

The *Comprehensive Plan* goes on to state:

Chapter One, "Introduction" states:

- Provide for adequate public services to facilitate the desired amount and pattern of growth (p.8).

Chapter Three, "Natural Resources" states:

- Provides a goal that Worcester County recognizes the value of and is committed to conservation and protection of the following natural resources (...) clean surface and ground water (p.33).

Ocean Pines WS Amendment Case No. 2023-01  
April 21, 2023

- Worcester County recognizes the value of and is committed to conservation and protection of the following natural resources...clean surface and ground water (p. 33).
- Improve water bodies on the "Impaired Water Bodies (303d) List" to the point of their removal from this list (p. 33).

Chapter Three, "TMDLs" states:

- "all reasonable opportunities to improve water quality should be undertaken as a part of good faith efforts to meet the TMDL standards." (p.36)

Chapter Six, "Public Infrastructure" states:

- Consistent with the development philosophy, facilities and services necessary for the health, safety, and general welfare shall be cost effectively provided (p.70).
- Plan for efficient operation, maintenance, and upgrades to existing sanitary systems as appropriate (p. 73).
- Provide for the safe and environmentally sound water supply and disposal of wastewater generated in Worcester County (p.73).
- Use land application of treated wastewater as the preferred wastewater disposal method where appropriate (p. 73).
- Sewer systems should be sized to serve their service areas' planned for land uses (p. 74).

### Zoning

This community has a single zoning designation, R-1 (Rural Residential District).

### Staff's Comments

Staff comments are submitted below for your consideration.

1. This proposal seeks to meet existing water supply needs for an existing development within the planning areas. The connection project would provide public water service to an area designated by the *Comprehensive Plan* and *Master Water and Sewerage Plan* for public water service. The property is changing an existing water planning area designation to reflect an alternate water supplier, the Ocean Pines Sanitary Service Area.
2. The property is already classified as an W-1, but needs to realign itself with a newly designated water supplier.
3. The *Planning Area's* comprehensive plan designations and zoning permits the exiting uses in the community. Any construction in the *Planning Area* would be required to meet the provisions of the storm water program, critical area program, and other local and state requirements.
4. This proposal does not require the expansion of the water supply or water treatment facilities capability and can be adequately handled in the Ocean Pines Water Treatment Plant.
5. *The Plan* states that proposed amendments must be consistent with *The Comprehensive Plan* and existing zoning classifications. As proposed, the project appears to be consistent with *The Comprehensive Plan* and existing zoning.



Ocean Pines WS Amendment Case No. 2023-01  
April 21, 2023

If you need further information, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to be 'RM', with a long horizontal stroke extending to the right.

Robert J. Mitchell, LEHS  
Director

Attachments

cc: WS Amendment File (SW 2021 -01)

# Attachment 1

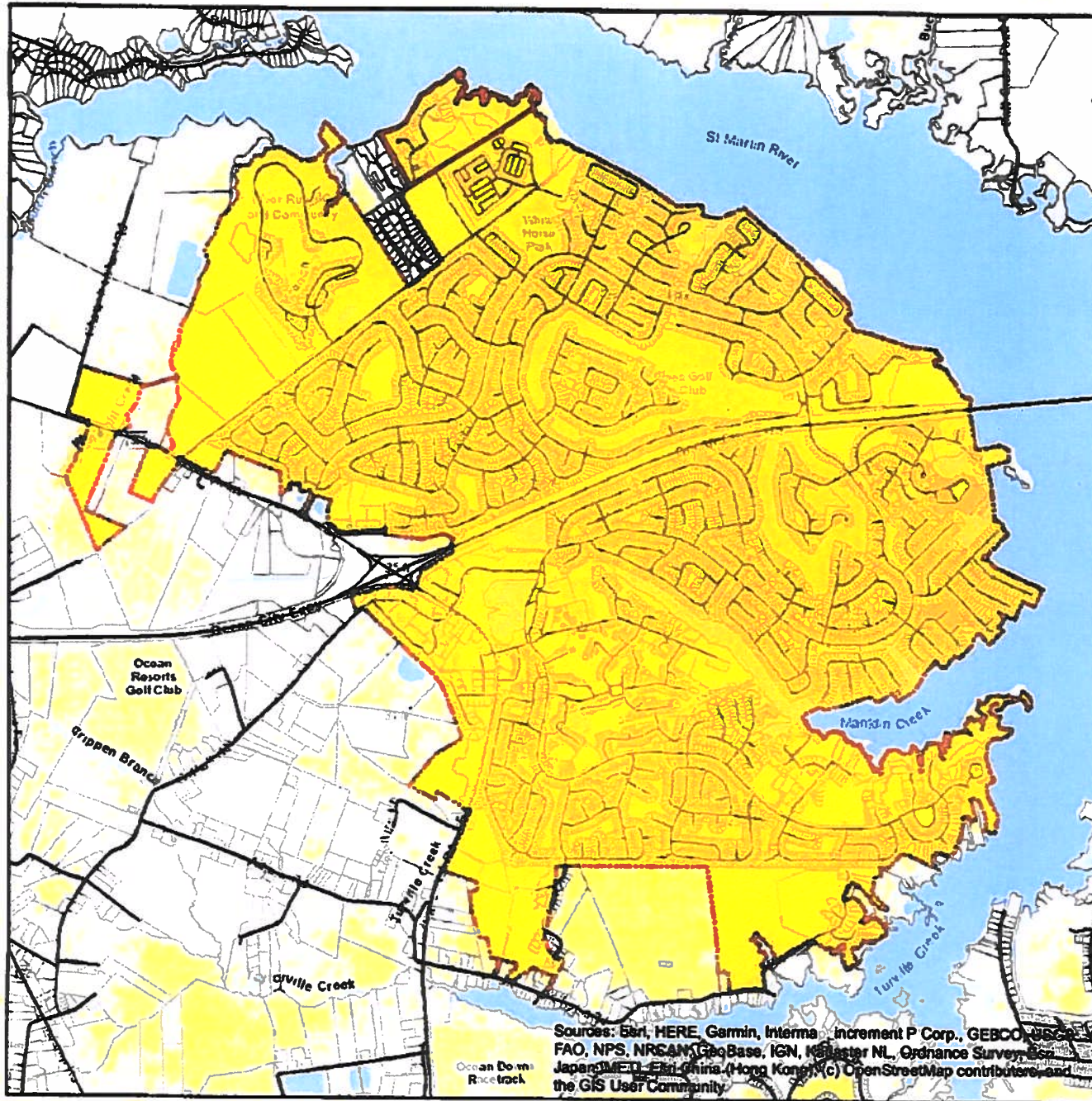
# MAPS



Worcester County  
Maryland

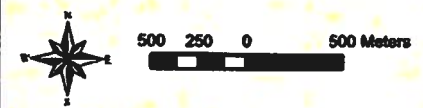
Master Water & Sewer Plan

Ocean Pines  
Water Planning Area



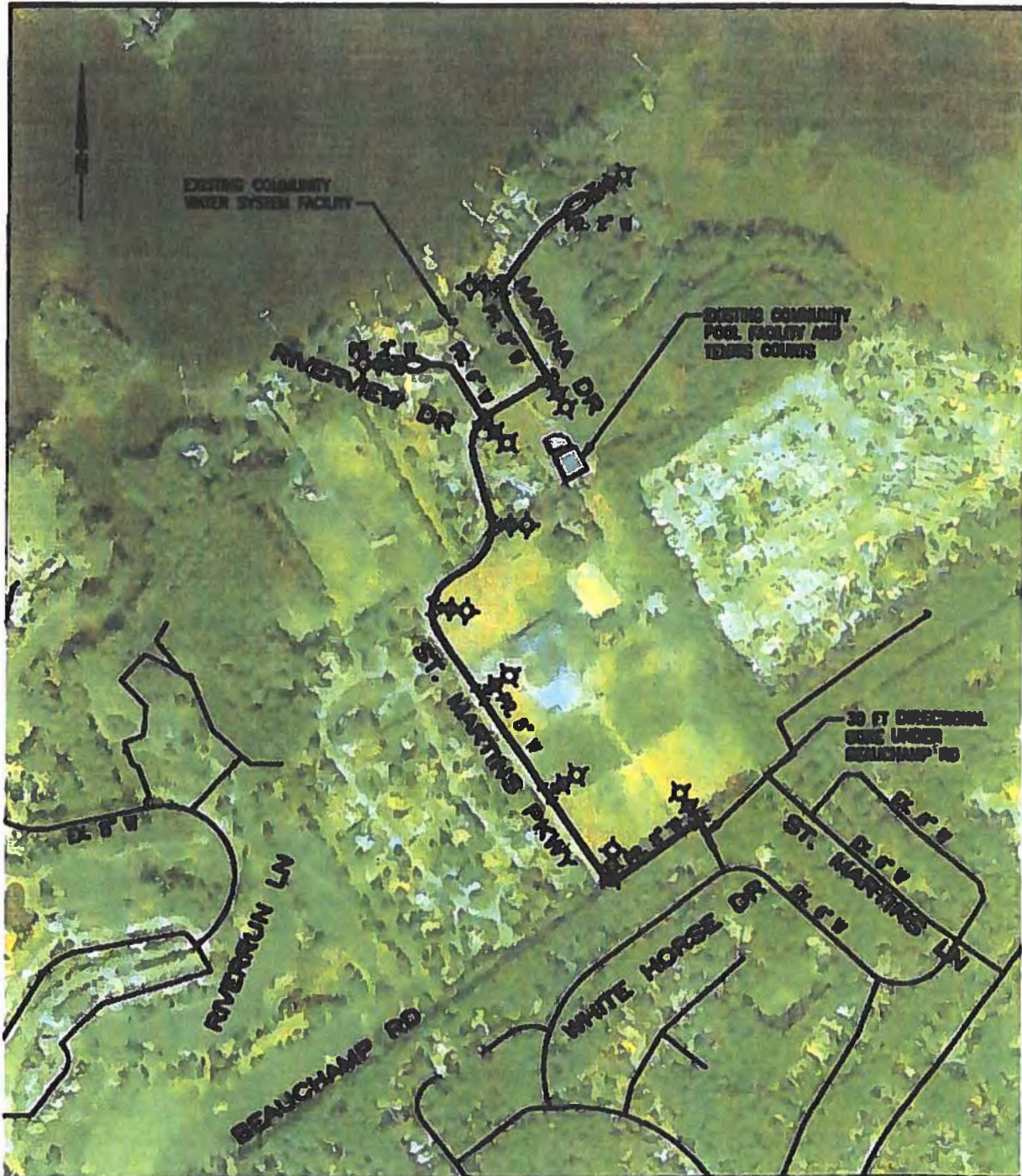
St. Martins By  
The Bay  
Proposed  
Expansion

W1



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeBCo, IGN, Metastat NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, Swisstopo, Swisstopo, and the GIS User Community

Map No. W2  
April 2022



**PROPOSED CONNECTION INFRASTRUCTURE AND ROUTE**

# Attachment 1

# PC Minutes

#### IV. Comprehensive Water and Sewerage Plan Amendment

As the next item of business, the Planning Commission reviewed an Amendment of the Worcester County Comprehensive Plan for Water and Sewerage Systems—Request for a change of Community Water Service Designation from Private to Public for the St. Martins by the Bay community and addition of community's designated W-1 water planning area into the W-1 water planning area for the Ocean Pines Sanitary Service Area. The Department of Environmental Programs is bringing this application forth on behalf of the applicant, the Department of Public Works; SW 2023 -01.

The proposed amendment would only serve the St. Martins Community in this proposed modification of the water supplier in the *Master Water and Sewerage Plan (The Plan)*. Robert Mitchell, Director of Environmental Programs, presented the staff report to the Planning Commission.

Mr. Mitchell explained that the Department of Environmental Programs is bringing this forward on behalf of the applicant, the Department of Public Works. This amendment seeks to change the designation of the water system for the St. Martins by the Bay Community from a private community system to a public one with service from the Ocean Pines Water System and addition of the community to the Ocean Pines water planning area. While the community system in *The Plan* is designated as W-1 (immediate to two years), this amendment seeks to change that designation to be within the Ocean Pines water planning area with a designation of W-1 (immediate to two years), an include a revised Ocean Pines water planning area map that will reflect the entire community as a planned W-1 designation. The community already has an S-1 (immediate to two years) designation in the Ocean Pines sewer planning area.

Mr. Mitchell further explained that the community has one existing Community Water Service Facility, all properties utilize a community water supply system (or have individual wells). The proposed system would abandon the existing Water Supply, Treatment, and Storage building and provide access to Ocean Pines water services to individual properties. The subject water service area is located in Worcester County along St. Martin Parkway and Marina Drive. The Worcester County Department of Public Works serves the adjacent Ocean Pines Service Area

Following the discussion, a motion was made by Ms. Ott, seconded by Ms. Smith, to find this application consistent with the *Comprehensive Plan* and recommended that they forward a favorable recommendation to the County Commissioners. The vote was unanimous with only Ms. Knight not present at the meeting.



OFFICE OF THE TREASURER

# Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863


TEL 410-632-0686  
FAX 410-632-3003

PHILLIP G. THOMPSON, CPA  
FINANCE OFFICER

JESSICA R. WILSON, CPA  
DEPUTY FINANCE OFFICER

To: County Commissioners

May 8, 2023

From: Phillip G. Thompson, Finance Officer   
Crystal Webster, Public Drainage Coordinator

Re: FY 2024 revised rates for Tax Ditches

Please see the attached memo correcting the rates for tax ditch. Due to an error by the Maryland Department of Agriculture five tax ditch accounts are reverting back to the original rate and are not changing.

The attached memo reflects the corrected rates for the upcoming FY 2024 tax bill. Please approve the rates per the memo.

Also attached is an explanation letter from David Mister, Regional Coordinator with the Maryland Department of Agriculture.



OFFICE OF THE TREASURER

**Worcester County**

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

TEL 410-632-0686  
FAX 410-632-3003

PHILLIP G. THOMPSON, CPA  
FINANCE OFFICER

JESSICA R. WILSON, CPA  
DEPUTY FINANCE OFFICER

To: County Commissioners

May 8, 2023

From: Phillip G. Thompson, Finance Officer *DGT*  
Crystal Webster, Public Drainage Coordinator

Re: FY 2024 revised rates for Tax Ditches

Please approve the following revised tax ditch rates, shown in bold below, for the upcoming FY 2024 year on the tax ditches listed below:

TAX DITCH	FY 2023 RATES Till/Wood/Minimum	FY 2024 RATES Till/Wood/Minimum	COMMENTS
Birch Branch	3.50/1.75/35.00	3.50/1.75/35.00	Same as previous year
<b>Coonsfoot</b>	3.50/2.00/50.00	<b>3.50/2.00/50.00</b>	<b>Same as previous year</b>
Dividing Creek (PU&UDC)	7.00/3.50/30.00	7.00/3.50/30.00	Same as previous year
Double Bridges Branch	2.50/1.25/25.00	2.50/1.25/25.00	Same as previous year
Franklin Branch	3.60/2.10/ 50.00	3.60/2.10/ 50.00	Same as previous year
<b>Georgetown Branch</b>	4.00/1.00/20.00	<b>4.00/1.00/20.00</b>	<b>Same as previous year</b>
Goodwill Branch	3.00/2.00/30.00	3.00/2.00/30.00	Same as previous year
<b>Kitts Branch</b>	6.00/5.00/20.00	<b>6.00/5.00/20.00</b>	<b>Same as previous year</b>
<b>Lewis Road</b>	4.00/1.00/25.00	<b>4.00/1.00/25.00</b>	<b>Same as previous year</b>
Middle Branch	.80/ .20/20.00	.80/ .20/20.00	Same as previous year
Nassawango Branch	3.00/ .75/ -0	3.00/ .75/ -0	Same as previous year
Ninepin Branch	2.00/ .50/ 5.00	3.00/ .75/ 7.00	Increase to rates
Passerdyke Branch	4.50/1.50/25.00	5.0/1.66/ 30.00	Increases to rates
Pine Ridge Branch	3.50/ 2.50 / 35.00	3.50/2.50 / 35.00	Same as previous year
<b>Sinepuxent Branch</b>	6.00/5.00/ 20.00	<b>6.00/5.00/20.00</b>	<b>Same as previous year</b>
Taylorville (Lower)	3.00/ -0- /25.00	3.00/ -0- /25.00	Same as previous year
Timmonstown Branch	1.25/ .80/ 5.00	1.25/ .80/ 5.00	Same as previous year
Upper Taylorville	3.00/3.00/25.00	3.00/ 3.00/25.00	Same as previous year





Maryland  
Department of Agriculture

Office of Resource Conservation

Eastern Shore  
Regional Office

Wes Moore, Governor  
Aruna Miller, Lt. Governor  
Kevin M. Atticks, Secretary  
Steven A. Connelly, Deputy Secretary

Agriculture | Maryland's Leading Industry  
mda.maryland.gov

27722 Nanticoke Road, Unit 2  
Salisbury, Maryland 21801

410-677-0802 Telephone

# ITEM 4

May 1, 2023

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

Commissioners,

The Maryland Department of Agriculture provides administrative support for the Public Drainage Associations by assisting them with their annual public meetings. Our PDA Coordinator assists in scheduling the meetings, taking minutes and providing information and support before, during and after the meetings.

Each year during the public meetings the PDA looks at scheduled maintenance and the amount of revenue being generated and determines if there is a need to increase the maintenance tax to the landowners. The tax is based on an established ratio of cropland to woodland and may include a minimum billing for things like single family lots. The ratio of cropland to woodland is determined at the time the PDA is established and is part of the viewers report for that specific PDA. A viewers report cannot be altered once it has been approved unless a subsequent viewers report is developed.

This year during the discussion about the maintenance taxes at the Coonsfoot, Georgetown-Dickerson, Kitts Branch, Lewis Road and Sinepuxent PDAs, the PDA managers, with information provided by our PDA coordinator changed the ratio originally established for these PDAs. While preparing the tax levy sheets for the PDAs to submit to the Commissioners for approval, the PDA Coordinator made me aware of what had taken place and I instructed her to notify the Worcester County Treasurer's Office of the error and have those levy sheets pulled from the package submitted at a previous meeting of the Commissioners.

Acknowledging the oversight, I directed the PDA Coordinator to contact the managers for each PDA and inform them of the error. To remedy the situation I directed the PDA Coordinator to ask each PDA to return to the correct ratio established by the original board of viewers and use last year's tax rate for cropland and woodland. All of the PDAs agreed and as a result the package before you today for consideration has been corrected and signed by all of the managers of each Public Drainage Association.

Please accept my apologies for the oversight and any inconvenience that it may have caused. I would like to thank the Worcester County Treasurer's office for working with us to resolve this issue.

If any additional information is needed please let me know.

David J. Mister, Regional Coordinator, MDA

Worcester County PDA Annual Maintenance Tax Levy Form FY24

Mr. Phillip Thompson, Finance Officer  
Worcester County Government Center  
1 West Market Street, Room 1105  
Snow Hill, Md. 21863

**Attention: Crystal Webster**

Dear Mr. Thompson:

The Board of Managers of the **Coonsfoot** Public Drainage Association (PDA) requests that the Worcester County Treasurer be authorized to levy the Drainage Tax Assessment for the **Coonsfoot PDA** as follows:

- Cropland..... \$3.50/acre
- Woodland..... \$2.00/acre
- Minimum Billing..... \$50.00

Property transfers and corrections of record since previous billings should be reflected in the current year's billing.

We trust this request will meet with the approval of the Worcester County Commissioners.

Sincerely,

Watson Powell Jr

Manager

Michiel S

Manager

L B W

Manager

Worcester County PDA Annual Maintenance Tax Levy Form FY24

Mr. Phillip Thompson, Finance Officer  
Worcester County Government Center  
1 West Market Street, Room 1105  
Snow Hill, Md. 21863

**Attention: Crystal Webster**

Dear Mr. Thompson:

The Board of Managers of the Georgetown-Dickerson Public Drainage Association (PDA) requests that the Worcester County Treasurer be authorized to levy the Drainage Tax Assessment for the Georgetown-Dickerson PDA as follows:

- Cropland..... \$4.00/acre
- Woodland..... \$1.00/acre
- Minimum Billing..... \$20.00

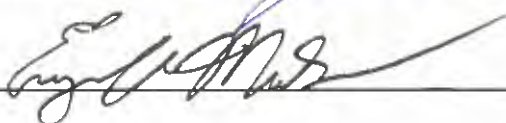
Property transfers and corrections of record since previous billings should be reflected in the current year's billing.

We trust this request will meet with the approval of the Worcester County Commissioners.

Sincerely,

  
\_\_\_\_\_

Manager

  
\_\_\_\_\_

Manager

  
\_\_\_\_\_

Manager

Worcester County PDA Annual Maintenance Tax Levy Form FY24

Mr. Phillip Thompson, Finance Officer  
Worcester County Government Center  
1 West Market Street, Room 1105  
Snow Hill, Md. 21863

**Attention: Crystal Webster**

Dear Mr. Thompson:

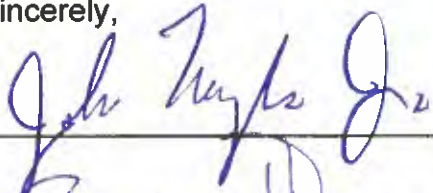
The Board of Managers of the Kitts Branch Public Drainage Association (PDA) requests that the Worcester County Treasurer be authorized to levy the Drainage Tax Assessment for the Kitts Branch PDA as follows:

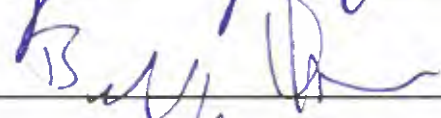
- Cropland..... \$ 6.00/acre
- Woodland..... \$5.00/acre
- Minimum Billing..... \$20.00

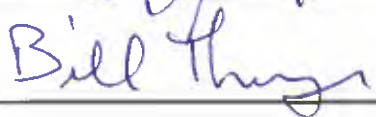
Property transfers and corrections of record since previous billings should be reflected in the current year's billing.

We trust this request will meet with the approval of the Worcester County Commissioners.

Sincerely,

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

Manager

Manager

Manager

Worcester County PDA Annual Maintenance Tax Levy Form FY24

Mr. Phillip Thompson, Finance Officer  
Worcester County Government Center  
1 West Market Street, Room 1105  
Snow Hill, Md. 21863

**Attention: Crystal Webster**

Dear Mr. Thompson:

The Board of Managers of the Lewis Road Public Watershed Association (PWA) requests that the Worcester County Treasurer be authorized to levy the Drainage Tax Assessment for the Lewis Road PWA as follows:

Cropland.....	<u>\$4.00/acre</u>
Woodland.....	<u>\$1.00/acre</u>
Minimum Billing.....	<u>\$25.00</u>

Property transfers and corrections of record since previous billings should be reflected in the current year's billing.

We trust this request will meet with the approval of the Worcester County Commissioners.

Sincerely,

  
\_\_\_\_\_

Manager

  
\_\_\_\_\_

Manager

  
\_\_\_\_\_

Manager

Worcester County PDA Annual Maintenance Tax Levy Form FY24

Mr. Phillip Thompson, Finance Officer  
Worcester County Government Center  
1 West Market Street, Room 1105  
Snow Hill, Md. 21863

**Attention: Crystal Webster**

Dear Mr. Thompson:

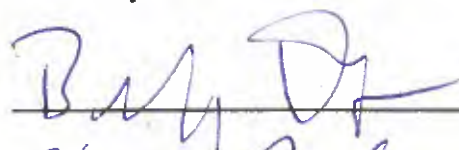
The Board of Managers of the **Sinepuxent** Public Drainage Association (PDA) requests that the Worcester County Treasurer be authorized to levy the Drainage Tax Assessment for the **Sinepuxent PDA** as follows:

Cropland.....	<u>\$6.00/acre</u>
Woodland.....	<u>\$5.00/acre</u>
Minimum Billing.....	<u>\$20.00</u>

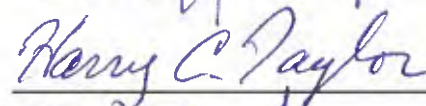
Property transfers and corrections of record since previous billings should be reflected in the current year's billing.

We trust this request will meet with the approval of the Worcester County Commissioners.

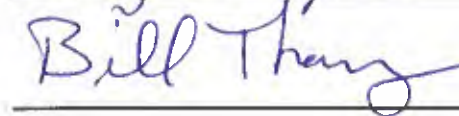
Sincerely,

  
\_\_\_\_\_

Manager

  
\_\_\_\_\_

Manager

  
\_\_\_\_\_

Manager

OFFICE OF THE STATE'S ATTORNEY FOR WORCESTER COUNTY

Kristin Heiser  
State's Attorney



106 Franklin Street  
Snow Hill, MD 21863

---

Circuit Court Division (410) 632-2166  
Fax (410) 632-3250  
[www.worcestersao.com](http://www.worcestersao.com)

---

District Court Division (410) 632-2177  
Fax (410) 632-2175  
sao@co.worcester.md.us

April 12, 2023

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

Dear Commissioners:

I am writing to request approval to submit a grant application on behalf of the Office of the State's Attorney to the Governor's Office of Crime Prevention, Youth and Victim Services to fund salaries and benefits for six current staff members working on the Law Enforcement Assisted Prevention (LEAP) project. We plan to apply for grant funding totaling \$490,105, and none of the funding requires a match. This funding would allow us to expand law enforcement's response to behavioral health calls for service throughout Worcester County from the initial pilot program which was launched in Ocean Pines in July 2020 in partnership with the Worcester County Health Department.

Thank you for your time and consideration of this matter.

Regards,

Kristin Heiser  
State's Attorney for Worcester County

**FY24 Performance Incentive Grant Fund (PIGF)**

**Applicant: Worcester County Board of County Commissioners**

**Grant Application Form**



**Governor's Office of Crime Control and Prevention**


Submitted: 3/24/2023

Governor's Office of Crime Control and Prevention  
 100 Community Place, 1st Floor Crownsville, MD  
 21032-2042 (410) 697-9338  
 Email: [dinfo\\_goccp@maryland.gov](mailto:dinfo_goccp@maryland.gov)

[www.goccp.maryland.gov](http://www.goccp.maryland.gov)  
 Wes Moore, Governor  
 Aruna Miller, Lt. Governor

Application Contents

- Cover Sheet
- Face Sheet
- Summary / Narrative
- Budget Summary
- Personnel
- Operating
- Travel
- Services
- Equipment
- Other
- Civil Rights
- Service Sites
- Assurances
- Anti-Lobbying

Date Stamp:	OFFICE USE ONLY	
	Control Number: 	Application Number: <b>2023-JT-0004</b>
	Received By:	Date:





Governor's Office of Crime Control & Prevention - Grant Application Form

**FY24 Performance Incentive Grant Fund (PIGF)**

**Applicant:** Worcester County Board of County Commissioners

**Project Title:** The Office of the State's Attorney's Law Enforcement Assisted Prevention (LEAP) Project

**Worcester**

**Local Government**

**Start Date:** 07/01/2023

**Submitted:** 3/24/2023 12:00:00 AM

**DUNS Number:** 101119399

**End Date:** 06/30/2024

**Funding Year:**

**SAM Expiration:** 11/1/2023

**Applicant:**

**Implementing Agency:**

Worcester County Board of County Commissioners  
 County Government Center  
 1 W Market St Rm 1103  
 Snow Hill, MD 21863 1072  
 (410) 632-1194      FAX: (410) 632-3131

Worcester County State's Attorney's Office  
 The William G. Kerbin, Jr. Building  
 106 Franklin Street  
 Snow Hill, MD 21863 1076  
 (410) 632-2166      FAX: (410) 632-3250

**Authorized Official:**

Bertino, Anthony W.      President  
 cbertino@co.worcester.md.us  
 Worcester County Board of County Commissioners  
 County Government Center  
 1 W Market St Rm 1103  
 Snow Hill, MD 21863-1072  
 (410) 632-1194      FAX: (410) 632-3131

**Project Director:**

Heiser, Kristin      State's Attorney  
 kheiser@co.worcester.md.us  
 Worcester County State's Attorney's Office  
 The William G. Kerbin, Jr. Building  
 106 Franklin Street  
 Snow Hill, MD 21863-1076  
 (410) 632-2166      FAX: (410) 632-3250

**Fiscal Officer:**

Wright, Lynn      Senior Budget Accountant  
 lwright@co.worcester.md.us  
 Worcester County Board of County Commissioners  
 County Government Center  
 1 W Market St Rm 1103  
 Snow Hill, MD 21863-1072  
 (410) 632-1191      FAX: (410) 632-3131

Funding Summary	100.0 %	Grant Funds	<b>\$490,105.00</b>	_____	_____
	0.0 %	Cash Match	<b>\$0.00</b>	_____	_____
	0.0 %	In-Kind Match	<b>\$0.00</b>	_____	_____
		Total Project Funds	<b>\$490,105.00</b>		

## Project Summary

The Office of the State's Attorney's Law Enforcement Assisted Prevention (LEAP) project helps to address the chronic behavioral health needs of Worcester County citizens by fostering collaboration among stakeholders in law enforcement, courts, jail and social services throughout Worcester County. LEAP's goal is to reduce recidivism and victimization which occur in whole or in part due to chronic, unaddressed behavioral health needs. The project benefits the community and first responders by reducing calls for service and offering earlier interventions to those in need. The request for funding includes personnel salaries, benefits and operating expenses to support investigators and case managers.

## Problem Statement/Needs Justification

This Law Enforcement Assisted Prevention ("LEAP") project will serve Worcester County, Maryland to significantly supplement the ongoing Law Enforcement Assisted Diversion (LEAD) project, which was implemented as a pilot project in Ocean Pines, Maryland in July of 2020. LEAP will foster multi-disciplinary and inter-agency responses of all project partners to address the chronic behavioral health needs of its citizens, particularly those needs which frequently lead to criminality or victimization resulting in involvement in the criminal justice system. In order to accomplish this mission, project partners will collaborate to embed case managers employed by the Worcester County Health Department (WCHD) and the Office of the State's Attorney for Worcester County (SAO) on shifts with first responders and law enforcement in each jurisdiction throughout Worcester County. When a first responder comes into contact with someone who has an ongoing behavioral health issue unlikely to be resolved by a one-time interaction with a first responder, that shift's social worker will be dispatched directly to the scene. They will assess the individual's behavioral health needs, refer for services, and in some cases provide services directly. They will also provide ongoing coordination of care among service providers and join project partners at monthly multi-disciplinary meetings to track progress, to assess which partner is best equipped to assist with the ongoing needs of the individual, and to ensure all project partner agencies are accountable for their roles. Any behavioral health need will be addressed, including but not limited to: homelessness, mental health issues, chronic medical issues, vulnerable adult-related concerns, child welfare concerns, substance abuse issues and domestic violence. The individual will receive help as soon as first responders recognize the issue and dispatch the case manager, and will no longer wait for follow-up by another agency days or weeks later.

Involving case managers on these calls for service also frees up police resources on scene, requiring fewer police per shift, and cuts down on repeat non-emergency calls for service requiring EMS and ambulance response. Ultimately the project aims to address the underlying behavioral health issues for LEAP participants, which will reduce their involvement in the criminal justice system and/or prevent their victimization. Importantly, and contrary to the typical service-on-demand model, this program seeks to expand the original LEAD concept in order to offer services without even the necessity of a request from the person needing assistance. Having established a strong community presence with the resources currently devoted to LEAD, our project partners are already familiar with each police agency's policies, procedures and typical calls for service, and funding for LEAP staffing will further enable partners to develop and identify specific individuals and families who may benefit from access to resources even prior to any involvement in the criminal justice system.

To ensure case managers and police are prepared for their roles in this project and to ensure its continuity, project partners also include the Eastern Shore Criminal Justice Academy (ESCJA), which operates as the police academy for all law enforcement operating on the Eastern Shore of Maryland, as well as Wor-Wic Community College and Salisbury University. ESCJA plans to create a curriculum, in conjunction with project partners, to cross-train these embedded case managers and police officers on police procedures as well as crisis intervention and response and resources and services available to address Worcester County's specific behavioral health needs. Salisbury University's School of Social Work, which offers both bachelor and master degrees in the field, will offer this training program as an elective course, so that at the time of graduation, students who have attended will be fully qualified for immediate hire into the LEAD/LEAP model. Implementation of this project will also allow project partners to better identify gaps in behavioral health resources and then to enhance or create those resources which are lacking in Worcester County. Funding for the project would also be used to stand up additional resources as needed to support the overall success of the project in resolving behavioral health concerns. Non-governmental entities, non-profits and local charitable organizations offering services for behavioral health needs will also be partners on the LEAP project.

Currently, the Office of the State's Attorney, the WCHD and other project partners continue to lack the critical professional and support staff to fully implement the LEAD project as described. LEAD funding previously provided by the Governor's Office has supported 2 additional case managers at the WCHD and case management software used to track reporting requirements at the Office of the State's Attorney, however the additional support that LEAP would provide cannot be accomplished until more funding is awarded. The WCHD's social workers are currently supported by a combination of State, local and grant funding, and they will need to hire additional social workers to have enough staff to embed them at each police agency within Worcester County. The prosecutors at the Office of the State's Attorney for Worcester County will need additional investigators to help train road patrol and other police officers for LEAP referrals, and to conduct preliminary assessments to ensure that criminal acts are investigated by law enforcement while behavioral health services are being provided by case managers. In order to effectively institute and successfully manage this innovative project, the Office of the State's Attorney seeks funding to support the salaries of three investigators and three case managers.

## Program Goals and Objectives

**a. Goals.** The Office of the State's Attorney for Worcester County is applying as a Category B Applicant for funding in the amount of \$500,000 for the expansion of the Law Enforcement Assisted Diversion (LEAD) project. Currently, this project serves only a portion of Worcester County in Ocean Pines, Maryland [population 12,145 (US Census, 2020)] – an area most heavily impacted by the opioid epidemic, and home to the majority of the vulnerable adult population within the county. The purpose of the expansion project is to implement LEAP in both larger and rural jurisdictions in Worcester County which has a total population size of 52,403 (US Census, 2020).

Additionally, the expansion project will add to the current collaborative programs in Worcester County to respond to illicit opioids, stimulants, and/or other substances of abuse, including the efforts of the Homeless Outreach Team, Crisis Response Team, Vulnerable Adult Task Force, Heroin Coordinator, High-Intensity Drug Trafficking Area (HIDTA), Criminal Enforcement Team and County Bureau of Investigation.

The LEAP Project is designed to significantly improve the multi-disciplinary and inter-agency responses of project partners to address the chronic behavioral health needs of its citizens, particularly those needs which frequently lead to criminality or victimization, resulting in involvement in the criminal justice system.

### **b. Objectives narrative (Fiscal Year and Quarter)**

#### **i. 1<sup>st</sup> Quarter:**

Objective: Assemble LEAP team and prepare for expansion of LEAP program to additional jurisdictions within Worcester County

Goal: Fund salaries of 3 LEAP investigators and 3 LEAP case managers

Deliverable: Create standard operating procedures and referral systems for LEAP project across multiple law enforcement agency partners

- Select and fund salaries of 3 LEAP investigators
- Select and fund salaries of 3 LEAP case managers
- Create LEAP referral system and standard operating procedures
- Create data tracking system and protocols
- Train newly added law-enforcement partners on operating procedures and protocols

#### **ii. 2<sup>nd</sup> Quarter:**

Objective: Expand LEAP program to second municipal police agency within Worcester County (Berlin Police Department, "BPD")

Goal: Obtain LEAP referrals from Berlin Police Department

Deliverable: Hold first monthly multi-disciplinary meeting to discuss BPD LEAP cases

- Implement LEAP program at BPD
- Hold monthly multi-disciplinary meetings to discuss LEAD cases
- Track data

#### **iii. 3<sup>rd</sup> Quarter:**

Objective: Evaluate initial success of LEAP jurisdiction expansion and begin accepting Berlin Fire/EMS referrals in addition to BPD referrals

Goal: Obtain LEAP referrals from Berlin Fire and EMS services

Deliverable: Incorporate Berlin Fire and EMS partners into monthly multi-disciplinary meetings to discuss LEAP cases

- Evaluate need for additional investigators/case managers based on calls for service data and number of incoming referrals from both OPPD and BPD, as well as Fire and EMS providers in both jurisdictions

- Hold multi-disciplinary meetings to discuss LEAP cases
- Track data

#### **iv. 4<sup>th</sup> Quarter:**

Objective: Evaluate initial success of LEAP and addition of Fire/EMS referrals and determine whether current staffing can support further expansion to a 3<sup>rd</sup> municipal jurisdiction (Ocean City Police Department)

Goal: Obtain LEAP referrals from first responders in a third municipal jurisdiction (OCPD)

Deliverable: Incorporate third jurisdiction (OCPD) into monthly multi-disciplinary meetings to discuss LEAP cases

- Evaluate expansion of LEAD program to additional police departments based on data and current investigator and case manager staffing levels

#### **c. Deliverables (such as action plans, planning and implementation, strategic plan)**

Deliverables:

1. Fund LEAP personnel required for each of three municipal police agency partners
2. Train personnel and police on LEAP operating procedures
3. Implement LEAP project at two additional police agencies
4. Hold monthly multi-disciplinary meetings to discuss LEAP cases
5. Expand LEAP project to ems and fire calls for service within the selected municipal jurisdictions
6. Evaluate data and statistics from each police department and fire and EMS
7. Leverage available resources and services to expand availability and access
8. Provide additional equipment and support to LEAP partners as funding is available
9. Expand LEAP to the point where each police agency and fire/ems agency has embedded case managers working alongside police 24/7
10. Develop curriculum for cross-training police and case managers at Eastern Shore Criminal Justice Academy
11. Implement regularly scheduled LEAP training academies
12. Obtain MPTC certification for police attendance at LEAP course joint trainings
13. Salisbury University to offer LEAP training academy course as an elective to its social work students
14. Create and implement internship and hiring program among LEAP agency partners to ensure propagation of the project and continued efforts to address behavioral health within Worcester County

## Program Strategy/Program Logic

This project will address the problem of repeated police calls for service for problems that police are unlikely to resolve with a one-time interaction. It also seeks to reduce recidivism by addressing the underlying behavioral health issues contributing in part to an individual's criminal behavior. It further seeks to reduce victimization by proactively offering and providing resources and access to services for those in need of assistance with any type of behavioral health issue which in turn will prevent victimization, particularly with regard to vulnerable adults who are much more likely to be victimized when left alone without resources and assistance.

There are currently many agencies, both private and public, within Worcester County seeking to address all of these problems within our communities, however the LEAP project is different in that the Office of the State's Attorney is the only entity that can make this project a meaningful part of the criminal justice system as a whole. Is the only entity in a position to use the information obtained through LEAP agency partners to assist not only victims, but oftentimes those engaged in minor criminal behaviors with obtaining help and stability. Prosecutors and LEAP partners will work together to make and effectuate bond conditions related to treatment and provide sentencing recommendations consistent with whatever assistance will work to address the individual's underlying behavioral health issue when it is apparent that the issue contributed in whole or in part to the crime as charged. This program also allows police departments to engage in their communities because they are assisting with prevention practices, not just reactively responding to crises or calls for service. Good will with community members in need is of the utmost importance for any program of this type to effectuate change in any individuals in need or suffering from substance abuse.

To these ends, the LEAP project will partner with the WCHD, the Homeless Outreach Team, Worcester Goes Purple, the Worcester County Sheriff's Office Community Action Team, the Re-entry and Recovery Program of the Worcester County Jail, SAFE Stations, area homeless shelters, halfway homes, churches and other non-profits, Worcester County Commission on Aging, Salisbury University's Social Work and Forensic Accounting Departments, Wor-Wic Community College and the ESCJA. The Office of the State's Attorney is committed to successfully marshaling all necessary resources offered within Worcester County for the benefit of all individuals coming into contact with law enforcement or first responders, and those individuals who eventually find themselves involved with the criminal justice system, either as a victim or as a criminal defendant. The more information that prosecutors, defense attorneys, and judges have about the totality of a person's circumstances, the better decisions can be made with regard to bond conditions, sentencing conditions, treatment and supervision to ensure safer communities for all.

## Program Measurement

Activity Type: Screening, Brief Intervention & Referral to Treatment (SBIRT)

Performance Measures and Targets:

- a. Number of individuals screened: 10 per week
- b. Number of brief interventions: 10 per week
- c. Number of individuals referred for treatment/services: 10 per week

Activity Type: Monthly Multi-Disciplinary Meetings

Performance Measures and Targets:

- a. Number of individuals admitted to treatment/services: 30% of those referred
- b. Number of individuals admitted to treatment/services who had additional call for service involving first responders/law enforcement: 10%
- c. Number of individuals who refused treatment/services who had additional call for service involving first responders/law enforcement: 75% of those referred

## Timeline

Key Task:	Responsible Party:	Completion Date:	Timeframe:
Create referral system and standard operating procedures	SAO	1 <sup>st</sup> Quarter	3 months
Create data tracking system and	SAO	1 <sup>st</sup> Quarter	3 months protocols
Implement project at BPD	SAO	2 <sup>nd</sup> Quarter	6 months

# ITEM 5

Receive LEAP referrals from BPD	WCHD/SAO/OPPD	2 <sup>nd</sup> Quarter	6 months
Train personnel and law enforcement partners at BPD on operating procedures and protocols	WCHD/SAO/BPD	2 <sup>nd</sup> Quarter	6 months
Hold monthly multi-disciplinary meeting with OPPD and BPD	SAO/WCHD/OPPD/BPD	2 <sup>nd</sup> Quarter	6 months
Track data from OPPD and BPD	SAO/OPPD/BPD	2 <sup>nd</sup> Quarter	6 months
Expand project to Berlin Fire and EMS Services	SAO/BFD/BEMS	3 <sup>rd</sup> Quarter	9 months
Receive LEAP referrals from Berlin Fire and EMS Services	WCHD/SAO/BFD/BEMS	3 <sup>rd</sup> Quarter	9 months
Train personnel at Berlin Fire and EMS on operating procedures and protocols	WCHD/SAO/BFD/BEMS	3 <sup>rd</sup> Quarter	9 months
Hold monthly multi-disciplinary meeting with OPPD, BPD and Berlin Fire and EMS Services	SAO/WCHD/OPPD/BPD/BFD/BEMS	3 <sup>rd</sup> Quarter	9 months
Track data from OPPD, BPD, and Berlin Fire and EMS	SAO/OPPD/BPD/BFD/BEMS	3 <sup>rd</sup> Quarter	9 months
Expand project to OCPD	SAO/OCPD	4 <sup>th</sup> Quarter	12 months
Receive LEAP referrals from OCPD	WCHD/SAO/OCPD	4 <sup>th</sup> Quarter	12 months
Train personnel at OCPD on operating procedures and protocols	WCHD/SAO/OCPD	4 <sup>th</sup> Quarter	12 months

Hold monthly multi-disciplinary meeting with OPPD, BPD and Berlin Fire and EMS Services, and OCPD      SAO/WCHD/OPPD/BPD/BFD/BEMS/OCPD      4<sup>th</sup> Quarter      12 months

Track data from OPPD, BPD, Berlin Fire and EMS, and OCPD      SAO/OPPD/BPD/BFD/BEMS/OCPD      4<sup>th</sup> Quarter      12 months

## Spending Plan

The goals of this project are, through PIGF grant funding, to expand the prevention, response, investigation, and protection of Worcester County, Maryland’s residents by increasing access to behavioral health treatment, resources and services, expanding the behavioral health workforce in collaboration with first responders and ensuring continued coordinated case management for each individual receiving behavioral health services to prevent further involvement in the criminal justice system and provide alternatives to incarceration for those suffering from unaddressed behavioral health issues. As part of this process, data will be gathered to measure the impact of the proposed interventions.

The objectives are to (1) expand criminal investigative resources to respond to behavioral health referrals; and (2) expand case worker resources with the expertise to respond to behavioral health referrals.

### *B. Proposed Interventions*

PIGF grant funding will allow the Office of the State’s Attorney for Worcester County to greatly expand its resources to increase access to behavioral health treatment, resources and services, expanding the behavioral health workforce in collaboration with first responders and ensuring continued coordinated case management for each individual receiving behavioral health services to prevent further involvement in the criminal justice system and provide alternatives to incarceration for those suffering from unaddressed behavioral health issues.

The goals and objectives of the program will be supported by the following grant interventions:

Funding for three criminal investigators. Funds are requested to support the salaries of three criminal investigators to work collaboratively with local law enforcement agencies, case workers (discussed below), and behavioral health service organizations. These positions will be filled by retired police officers who already have their Maryland state certifications, and have extensive investigative experience. In addition to directly investigating vulnerable adult-related referrals, child welfare concerns, substance abuse issues and domestic violence, these investigators will also be able to accompany and assist case managers and partners agencies with training and outreach to intended clientele.

Funding for three case managers. PIGF grant funding is requested to support the salaries of three victim-witness case workers, who will be dedicated to providing proactive assistance to those in need of services, and their families. These case managers will partner with local law enforcement agencies and behavioral health service organizations, to provide social outreach and resources within the community. Worcester County, Maryland has several diversionary programs across the Sequential Intercept Model (SIM) (see Figure 1 below) (Munetz & Griffin, 2006). However, at present, the least addressed intercept is Intercept 1, initial interaction with law enforcement. At present, under Intercept 1, when calls for behavioral health services are made or referred to law enforcement, the first responders are frequently uniformed law enforcement officers. These law enforcement officers are not equipped to address behavioral health issues ranging from delusions, or long-standing paranoia, comorbidities including substance abuse, unemployment, and/or homelessness. Frequently, these behavioral health issues are key drivers in the criminal violence and victimization, and unless addressed at the earliest outset, will result in recurring crimes and victimization.

## Management Capabilities

### **a. Office of the State’s Attorney for Worcester County, Maryland**

The State Attorney’s role is set forth in the Maryland Constitution. The State’s Attorney serves as the Chief Law Enforcement Officer of Worcester County, MD. At present, the Office of the State’s Attorney is comprised of sixteen Assistant State’s Attorneys (ASAs), who hold higher caseloads than many other Maryland counties, mainly due to the Eastern Shore’s unique geographic isolation, combined with cyclical tourism, which brings substantial crime during summer months. The Office of the State’s Attorney also has two full-time special investigators, and six victim-witness case workers. One ASA in the office is designated to handle all elder exploitation cases, and a second ASA is assigned to handle all behavioral-health related criminal prosecutions.

The Office of the State's Attorney is in the best position to manage the LEAP project since at its core, LEAP is designed to reduce recidivism and thereby deter individuals from involvement in the criminal justice system, and the State's Attorney is responsible for the prosecution of all crimes committed within Worcester County. A prosecutor's involvement can help to address situations where individuals are refusing needed services or treatment. Working with project partners on each LEAP-referred case means that prosecutors can focus on using the criminal justice system as a last resort for prosecution of behavioral health-related offenses, instead of a starting point. The participation of a prosecutor on the LEAP team can incentivize individuals to voluntarily comply with offered services, often negating the need for prosecution. However, the option for prosecution remains on the table if all other interventions have proven unsuccessful – the difference is that the prosecutor will be aware of the specific behavioral health needs of the defendant, and can make the court aware of options to address the concerns of the LEAP team and to advocate for specific conditions of probation to assist the defendant where appropriate, instead of simply seeking incarceration, which does not fully address the underlying cause of the criminality.

With grant funding previously awarded from the Maryland Governor's Office the Office of the State's Attorney has implemented a state-of-the-art case management system that has the technological capabilities to perform the type of crime and criminal intelligence analysis required for the LEAP project. Data tracking and report functionalities will all be utilized to collect and produce relevant information in a manner suited to additional inter-agency planning, program flexibility and adjustment, expansion and, ultimately, evaluation of the results of the LEAP project in all areas relevant to each project partner agency.

## b. Key Personnel

**Project Director:** Worcester County State's Attorney Kristin Heiser will serve as the project director. She obtained her juris doctor from the University of Maryland School of Law in 2007 and has been a career prosecutor for over 15 years. She was elected as the first female State's Attorney in Worcester County in 2018, and is now serving her second term in that position.

**Key Consultant:** Assistant State's Attorney Lynn Nixon will serve as a key consultant. Ms. Nixon has over 25 years of legal experience, and previously served as a prosecutor in Baltimore City, and Montgomery County, before joining Worcester County. ASA Nixon was instrumental in launching the original LEAD program in the Ocean Pines community, and has participated in and directed its development and adaptation to other areas of the county throughout its implementation phase.

**Key Consultant:** David W. Sharp is the Chief Investigator for the State's Attorney's Office and will also serve as a key consultant. He joined the Office after serving 27 years as a Maryland State Trooper, including 12 years in criminal investigations and 8 years as an Assistant Barrack Commander. He assists in coordinating and overseeing the work on cases involving behavioral health related concerns, including vulnerable adult financial fraud investigations and inter-agency responses to homelessness, substance abuse and related issues.

**Plan for Collecting the Data Required:** The LEAP project's primary objectives are to reduce crime and drug-related activities, reduce recidivism for LEAP participants and improve access to treatment and services, all the while providing cost-savings to the criminal and judicial systems. The LEAP case managers will track the progress made around these deliverables looking at a variety of collected data such as number of crimes in pilot jurisdiction(s), number of LEAP participants who repeat crime, number of LEAP participants who are connected to at least one new service, crime statistics, demographic information on diversions and arrests, overdose incidents (nonfatal and fatal) and other health and crime-related data. Each agency partner will be responsible for tracking their own data and providing statistics on the relevant performance measures established by the grant. This data will be evaluated by the LEAP planning team and will be used to guide the expansion of the LEAP program by determining which jurisdictions most benefit from LEAP and how best to coordinate staffing needs. The Office of the State's Attorney will use their case management system to collect and store all documentation of the LEAP program and to track various data and statistics for reporting requirements.

In conclusion, LEAD was developed to address mass incarceration and racial disparities, but it is also an effective tool in addressing other local behavioral health issues better served outside the criminal justice system. LEAP supplements LEAD's efforts by using prevention and community-based, trauma-informed care systems, with the goals of improving public safety and public order while reducing law violations by program participants. Worcester County stake holders have agreed to take a more innovative and proactive approach in utilizing the LEAP program model by identifying those in need by cross-referencing past repetitive calls for service and contacting those individuals prior to an emergency event to offer needed services. The goal is to have a social worker embedded with law enforcement agencies throughout the County in order to respond with the officer or shortly thereafter once the scene is declared safe and provide on-site access to needed resources. Responding to calls in this manner should free up officers sooner to respond to other calls as well as provide the affected persons with some immediate relief. This proactive approach of contacting identified individuals or families and providing them with relevant information and access to services unique to their situations, should also reduce unnecessary, non-emergent calls to law enforcement and first responders. The LEAD project will reduce these calls while expanding equitable access to services for those persons whose contact with law enforcement or emergency medical services usually occurs while in crisis or who have been underserved in access to obtaining resources. LEAP holds considerable promise as a way for law enforcement and prosecutors to help communities respond to public order with issues stemming from unaddressed public health and human service needs. Individuals suffering from substance abuse, mental illness, homelessness, or extreme poverty are treated through a holistic public health framework that reduces reliance on the formal criminal justice system.



## Sustainability

### 1. Sustainability

The Office of the State's Attorney, the WCHD, Ocean Pines Police Department, Worcester County Sheriff's Office and other stakeholders have been committed to implementing LEAD in Ocean Pines, Maryland as our pilot program in July of 2020. Since then, we have experienced successes in that community in assisting those with behavioral health needs and diverting those from the criminal justice system in favor of treatment and therapies. This PIGF grant would provide our partners with the enhanced opportunity to significantly supplement the ongoing LEAD project by fostering multi-disciplinary and inter-agency responses of all partners across the county to address the chronic behavioral health needs of its citizens, further refine policies and procedures, and greatly expand its reach within our Worcester County communities.

Based on the LEAD program, we anticipate that LEAP will create additional cost savings for the criminal justice system, first responders and law enforcement by reducing non-emergency calls for service, freeing up police resources and requiring fewer police per shift, thereby saving huge expenditures by our partner agencies. Assuming further favorable outcomes from this project, the Office of the State's Attorney will prioritize LEAP as a part of its comprehensive network of services for victims and witnesses, and identify additional funding to support those efforts. Funding sources may include additional public resources from county, state or federal government, and philanthropic organizations that support our mission of addressing behavioral health concerns proactively, to limit victimization and criminality. Further, the Office of the State's Attorney has already leveraged additional federal funding provided in the form of a sub-award by Salisbury University to support similar programs in behavioral health with primary staffing supported by case managers at the Office of the State's Attorney and WCHD working in tandem with investigators.

Finally, once reliable empirical data has been collected over an adequate time period, partners intend to present this information to local and county officials to advocate for local financial support based on a portion of the cost savings recognized by local law enforcement and other first responders, with the intent that the LEAP program eventually become locally sustainable at no cost and perhaps at cost-savings to our community.

### Unique Entity Identifier and SAM.GOV Expiration Date

KEA9KRV8GPG3, 11/1/23

### Applicant Disclosure of Pending Applications Statement

"Worcester County Government does not have any pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation or any other pending federal applications that will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation".

### Person Completing the Project Narrative

Kristin Heiser

State's Attorney for Worcester County

106 Franklin St.

Snow Hill, MD 21863

Office: 410.632.2166 Ext. 9

[kheiser@co.worcester.md.us](mailto:kheiser@co.worcester.md.us)



**Project Budget**

**A. Budget Summary**

	<b>Grant Funds</b>	<b>Cash Match</b>	<b>In-Kind Match</b>	<b>Total Award</b>
<b>Personnel</b>	\$468,265.00	\$0.00	\$0.00	\$468,265.00
<b>Operating Expenses</b>	\$5,040.00	\$0.00	\$0.00	\$5,040.00
<b>Travel</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Contractual Services</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Equipment</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Other</b>	\$16,800.00	\$0.00	\$0.00	\$16,800.00
<b>Grand Total</b>	<b>\$490,105.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$490,105.00</b>

# ITEM 5

## Category A - Personnel



Control Number:

2023-JT-0004

	Description of Position	Priority	Salary Type	Funding Type	Total
1	Criminal Investigator	1	Salary	Grant Funds	\$77,500.00
2	Criminal Investigator	2	Fringe	Grant Funds	\$22,785.00
3	Criminal Investigator	3	Salary	Grant Funds	\$70,000.00
4	Criminal Investigator	4	Fringe	Grant Funds	\$20,580.00
5	Criminal Investigator	5	Salary	Grant Funds	\$55,000.00
6	Criminal Investigator	6	Fringe	Grant Funds	\$25,300.00
7	Case Manager	7	Salary	Grant Funds	\$45,000.00
8	Case Manager	8	Fringe	Grant Funds	\$20,700.00
9	Case Manager	9	Salary	Grant Funds	\$45,000.00
10	Case Manager	10	Fringe	Grant Funds	\$20,700.00
11	Case Manager	11	Salary	Grant Funds	\$45,000.00
12	Case Manager	12	Fringe	Grant Funds	\$20,700.00

\$468,265.00
--------------

1. The Criminal Investigator will investigate vulnerable adult-related referrals, child welfare concerns, substance abuse issues and domestic violence, these investigators will also be able to accompany and assist case managers and partners agencies with training and outreach to intended clientele. We are requesting \$77,500.00 to support his/her time on this project.
2. Fringe Benefits @ .22% of salary.  $\$77,500.00 \times .22 = \$22,785.00$ .
3. The Criminal Investigator will investigate vulnerable adult-related referrals, child welfare concerns, substance abuse issues and domestic violence, these investigators will also be able to accompany and assist case managers and partners agencies with training and outreach to intended clientele. We are requesting \$70,000.00 to support his/her time on this project.
4. Fringe Benefits @ .22% of salary.  $\$77,000.00 \times .22 = \$20,580.00$ .
5. The Criminal Investigator will investigate vulnerable adult-related referrals, child welfare concerns, substance abuse issues and domestic violence, these investigators will also be able to accompany and assist case managers and partners agencies with training and outreach to intended clientele. We are requesting \$55,000.00 to support his/her time on this project.
6. Fringe Benefits @ .46% of salary.  $\$55,000.00 \times .46 = \$25,300.00$ .
7. The case manager will be dedicated to providing proactive assistance to those in need of services, and their families. These case managers will partner with local law enforcement agencies and behavioral health service organizations, to provide social outreach and resources within the community. We are requesting \$45,000.00 to support her time on this project.
8. Fringe Benefits @ .46% of salary.  $\$45,000.00 \times .46 = \$20,700.00$ .
9. The case manager will be dedicated to providing proactive assistance to those in need of services, and their families. These case managers will partner with local law enforcement agencies and behavioral health service organizations, to provide social outreach and resources within the community. We are requesting \$77,500.00 to support his/her time on this project. His/her hourly rate will be \$37.26.
10. Fringe Benefits @ .46% of salary.  $\$45,000.00 \times .46 = \$20,700.00$ .
11. The case manager will be dedicated to providing proactive assistance to those in need of services, and their families. These case managers will partner with local law enforcement agencies and behavioral health service organizations, to provide social outreach and resources within the community. We are requesting \$77,500.00 to support his/her time on this project. His/her hourly rate will be \$37.26.
12. Fringe Benefits @ .46% of salary.  $\$45,000.00 \times .46 = \$20,700.00$ .

# ITEM 5

## Category B - Operating Expenses



Control Number:

2023-JT-0004

	Operating Expenses	Priority	Funding Type	Quantity	Cost / Unit	Total
1	Communication Expenses- Cell Phones	13	Grant Funds	6	\$840.00	\$5,040.00
						\$5,040.00

1. Phone service will allow investigators and case managers to have a private, secure method of communicating with law enforcement, case workers, victims, and prosecutors.

# ITEM 5

Category F - Other



Control Number:

2023-JT-0004

	Other	Priority	Funding Type	Quantity	Cost / Unit	Total
1	Case Management License-PBK Licenses	14	Grant Funds	6	\$2,800.00	\$16,800.00
						\$16,800.00

1. Case management licenses will allow investigators and case managers to collect and track data on victims and repeat offenders.



**V. Civil Rights Requirements**

- 1. Civil rights contact person: Norton, Stacey - Director of Human Resources
- 2. Organization: Worcester County Board of County Commissioners
- 3. Address: County Government Center  
1 W Market St Rm 1103  
Snow Hill, MD 21863-1072
- 4. Telephone Number: (410) 632-0090
- 5. Number of persons employed by the organization unit responsible for implementation of this grant: 17

**Project Service Sites**

**Site 1**

**Service Site** Office of the State's Attorney  
**Apt. Suite, No. Street** 106 Franklin Street  
**City** Snow Hill  
**State & Zip** MD 21863

**Site 2**

**Service Site** Worcester County State's Attorney's Office  
**Apt. Suite, No. Street** The William G. Kerbin, Jr. Building  
106 Franklin Street  
**City** Snow Hill  
**State & Zip** MD 21863-1076



**Certified Assurances**

**THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:**

- 1. That Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal Funds, be made available for program activities.
- 2. That matching funds required to pay the non-Federal portion of the cost of each project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for program activities by the recipient of the grant funds and shall be provided as required in the Grant Award document.
- 3. That following the first year covered by a Grant Award and each year thereafter, a performance evaluation and assessment report will be submitted to the Governor's Office of Crime Control & Prevention.
- 4. That fund accounting, auditing, monitoring, evaluation procedures and such records as the Governor's Office of Crime Control & Prevention shall prescribe to and shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.
- 5. That the Grantee shall maintain such data and information and submit such reports in such form, at such times, and containing such information as the Governor's Office of Crime Control & Prevention may reasonably require to administer the program.
- 6. Sub-recipients will comply (and will require any sub-grantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604 (e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. § 704); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. § 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the

- Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).
- 7. That in the event a Federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Grantee, a copy of the finding will be forwarded to the Governor's Office of Crime Control & Prevention.
- 8. Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of \$500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEOP) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEOP Certification Form may access this form at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.
- 9. That the Grantee will comply with all provisions set forth in the Governor's Office of Crime Control & Prevention's General <http://www.goccp.maryland.gov/grants/general-conditions.php> and Special Conditions.
- 10. That the Grantee will comply with the provisions of 28 CFR applicable to grants and cooperative agreement.
- 11. Sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: <http://www.archives.gov/eo/laws/title-vi.html>

**CERTIFICATION: I certify that this program will comply with the provisions set forth by the State of Maryland and the Governor's Office of Crime Control and Prevention.**

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

**Bertino Jr., Anthony W. - President**

\_\_\_\_\_  
Name and Title





## Certification Regarding Lobbying



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

### CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

#### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting 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 the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

#### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 --

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph, (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminate for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 406/1/2, AMD 406/14 WHICH ARE OBSOLETE.



(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code)

\_\_\_\_\_

Check \_\_\_ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check \_\_\_ if the State has elected to complete OJP Form 4061/7.

\_\_\_\_\_

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Applicant: Worcester County Board of County Commissioners  
Address: County Government Center  
1 W Market St Rm 1103  
Snow Hill, MD 21863 1072

Project Title: The Office of the State's Attorney's Law Enforcement Assisted Prevention (LEAP) Project  
Federal ID Number: 52-6001064

Authorized Representative: Bertino Jr., Anthony W. - President

Signature: \_\_\_\_\_  
Signature of Authorized Official Date



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

**MEMORANDUM**

TO: Worcester County Commissioners  
FROM: Nicholas W. Rice, Procurement Officer  
DATE: May 16, 2023  
RE: Request to Bid – Trail and Greenways Master Plan

---

Attached for your review and approval are proposal documents for contracting with a firm to create a master plan to enhance transportation infrastructure to provide economic, health, and community benefits by improving access to recreational and natural resources, preserving and using existing transportation and utility corridors. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit proposals for these services.

Funding in the amount of \$100,000 for these services was approved in grant from the State of Maryland to the Tri-County Council of the Lower Eastern Shore. The Department of Commerce has approved the change request to move the \$100,000 Greenways Grant to the county.

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

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



**REQUEST FOR PROPOSAL**

**PROJECT:** Worcester County Trail & Greenways Master Plan

**DEPARTMENT:** Economic Development & Tourism

**VENDOR:**

**NAME:** \_\_\_\_\_

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

**PROPOSAL OPENING:**

**DATE:** Wednesday, June 14, 2023

**TIME:** 2:30 PM

TABLE OF CONTENTS

SECTION I: INTRODUCTION ..... 3

    A. PURPOSE..... 3

    B. CLARIFICATION OF TERMS ..... 3

    C. QUESTIONS AND INQUIRES ..... 3

    D. FILLING OUT PROPOSAL DOCUMENTS ..... 3

    E. SUBMISSION OF PROPOSAL DOCUMENTS ..... 4

    F. OPENING OF PROPOSALS ..... 4

    G. ACCEPTANCE OR REJECTION OF PROPOSALS ..... 4

    H. QUALIFICATIONS ..... 5

    I. DESCRIPTIVE LITERATURE ..... 5

    J. NOTICE TO VENDORS ..... 6

    K. PIGGYBACKING ..... 6

SECTION II: GENERAL INFORMATION ..... 7

    A. ECONOMY OF PROPOSAL ..... 7

    B. PUBLIC INFORMATION ACT (PIA) ..... 7

    C. CONTRACT AWARD ..... 7

    D. AUDIT ..... 7

    E. NONPERFORMANCE ..... 7

    F. MODIFICATION OR WITHDRAWAL OF PROPOSAL ..... 8

    G. DEFAULT ..... 8

    H. COLLUSION/FINANCIAL BENEFIT ..... 8

    I. TAX EXEMPTION..... 8

    J. CONTRACT CHANGES ..... 9

    K. ADDENDUM..... 9

    L. EXCEPTIONS/ SUBSTITUTIONS..... 9

    M. APPROVED EQUALS ..... 10

    N. DELIVERY ..... 10

    O. INSURANCE..... 10

    P. PROPOSAL EVALUATION ..... 10

SECTION III: GENERAL CONDITIONS ..... 11

    A. DRAWINGS AND SPECIFICATIONS ..... 11

    B. MATERIALS, SERVICES AND FACILITIES ..... 11

    C. INSPECTION AND TESTING ..... 11

    D. APPROVAL OF SUBSTITUTION OF MATERIALS ..... 12

    E. PROTECTION OF WORK, PROPERTY AND PERSONS ..... 12

    F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS ..... 12

    G. LICENSES AND PERMITS ..... 12

    H. SUPERVISION ..... 13

    I. CLEAN UP ..... 13

    J. CHANGES IN WORK ..... 13

    K. TIME FOR COMPLETION ..... 13

    L. LIQUIDATED DAMAGES ..... 14

    M. CORRECTION OF WORK ..... 14

    N. CONSTRUCTION SAFETY AND HEALTH STANDARDS ..... 14

    O. PERFORMANCE AND PAYMENT BONDS ..... 14

    P. GUARANTEE ..... 15

SECTION IV: PROPOSAL SPECIFICATIONS ..... 16

    A. SCOPE ..... 16

    B. CONTRACT PRICING..... 16

    C. SUMMARY ..... 16

    D. GENERAL REQUIREMENTS ..... 17

    E. PAYMENT ..... 17

    F. QUESTIONS ..... 17

    G. AWARD..... 17

SECTION V: EVALUATION AND SELECTION PROCESS ..... 18

FORM OF PROPOSAL ..... 19

REFERENCES ..... 20

EXCEPTIONS..... 21

INDIVIDUAL PRINCIPAL ..... 22

VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID ..... 23

NON-COLLUSIVE AFFIDAVIT ..... 24

EXHIBIT A ..... 25

## SECTION I: INTRODUCTION

### A. PURPOSE

1. The purpose of this Request for Proposal Document is for Worcester County (“County”) to contract for a master plan to enhance transportation infrastructure to provide economic, health, and community benefits by improving access to recreational and natural resources, preserving and using existing transportation and utility corridors in conformity with the requirements contained herein (“Proposal Document(s”).

### B. CLARIFICATION OF TERMS

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

### C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to the Worcester County Procurement Officer at [nrice@co.worcester.md.us](mailto:nrice@co.worcester.md.us).
2. The last date to submit questions for clarification will be **noon on Tuesday, June 6, 2023**.
3. Addenda are posted on the County website at <https://www.co.worcester.md.us/> under County Info: Bid Board: at <https://www.co.worcester.md.us/commissioners/bids> at least five calendar days before proposal opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their proposal. Failure to do so could result in the proposal being disqualified.

### D. FILLING OUT PROPOSAL DOCUMENTS

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

**E. SUBMISSION OF PROPOSAL DOCUMENTS**

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

**F. OPENING OF PROPOSALS**

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

**G. ACCEPTANCE OR REJECTION OF PROPOSALS**

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

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

**H. QUALIFICATIONS**

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

**I. DESCRIPTIVE LITERATURE**

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



**J. NOTICE TO VENDORS**

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

**K. PIGGYBACKING**

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

**END OF SECTION**

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

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

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

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

**C. CONTRACT AWARD**

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

**D. AUDIT**

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

**E. NONPERFORMANCE**

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

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

**F. MODIFICATION OR WITHDRAWAL OF PROPOSAL**

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

**G. DEFAULT**

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

**H. COLLUSION/FINANCIAL BENEFIT**

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

**I. TAX EXEMPTION**

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

**J. CONTRACT CHANGES**

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

**K. ADDENDUM**

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

**L. EXCEPTIONS/ SUBSTITUTIONS**

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

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

## **M. APPROVED EQUALS**

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

## **N. DELIVERY**

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

## **O. INSURANCE**

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

## **P. PROPOSAL EVALUATION**

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

**END OF SECTION**

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

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

**B. MATERIALS, SERVICES AND FACILITIES**

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

**C. INSPECTION AND TESTING**

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

## **D. APPROVAL OF SUBSTITUTION OF MATERIALS**

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

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

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

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

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

## **G. LICENSES AND PERMITS**

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

## H. SUPERVISION

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

## I. CLEAN UP

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

## J. CHANGES IN WORK

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

## K. TIME FOR COMPLETION

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



**L. LIQUIDATED DAMAGES**

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

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

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

**M. CORRECTION OF WORK**

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

**N. CONSTRUCTION SAFETY AND HEALTH STANDARDS**

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

**O. PERFORMANCE AND PAYMENT BONDS**

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

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

**P. GUARANTEE**

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

**END OF SECTION**

## SECTION IV: PROPOSAL SPECIFICATIONS

### A. SCOPE

1. The County is seeking proposals from qualified Vendors to create a master plan to enhance transportation infrastructure to provide economic, health, and community benefits by improving access to recreational and natural resources, preserving and using existing transportation and utility corridors in accordance with the terms and conditions and specifications set forth in this solicitation.

### B. CONTRACT PRICING

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

### C. SUMMARY

1. This project would create a master plan to enhance transportation infrastructure to provide economic, health, and community benefits by improving access to recreational and natural resources, preserving and using existing transportation and utility corridors.
2. Creating infrastructure plan for active transportation that provides multi-modal access for workforce, recreation, and physical activity. The project will produce a connected greenway and trail plan with implementation recommendations for phasing and securing state and federal funding to build the infrastructure.
3. Draw on current and past mapping and activity data on existing routes to determine where the greatest impact can be achieved and where connections need to be created or improved to provide access to recreational and cultural assets and business activity centers.
4. Review status of rail lines and utility corridors for potential trail uses. Identify easement, ownership, and acquisition issues for consideration including rail-banking and shared used.
5. A major deliverable of the project will be a prioritized plan for the development of off-road trails, improved road crossings, and connection of existing and planned trails and shared use paths.
6. Engage key stakeholders in local government, business and citizen groups, homeowner associations, major employers, and recreational groups to for input, ideas and concerns. Worcester County Bike and Pedestrian Coalition includes many of these. Review public input and comments from recent and current planning efforts including the Land Use, Preservation, Parks and Recreation Plan and the current public input process for the Comprehensive Plan Update.
7. Review existing Bikeway and Trails Plans within Worcester County and in adjacent jurisdictions and recommend potential connections to these trail and shared use networks including:
  - a. Berlin Bikeways Master Plan
  - b. Snow Hill Bikeways Plan
  - c. Ocean City Strategic Bike and Pedestrian Plan
  - d. Somerset County – Trail Mix
  - e. City of Salisbury – Master Plan for Active Transportation (Wicomico/Salisbury MPO)
  - f. Southwest Sussex County (Delaware) Bicycle Master Plan
  - g. Eastern Shore of Virginia Rail Trail (Virginia- Accomack-Northampton Transportation District)

8. Review SHA PEL Study for the Route 90 Project to consider and recommend connections from Ocean Pines to Ocean City on potential bike/pedestrian shared use corridor.
9. Consult with the Eastern Shore of Virginia Regional Trail Network, led by Eastern Shore Land Conservancy, on plans and priorities for seeking federal funds.

**D. GENERAL REQUIREMENTS**

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

**E. PAYMENT**

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

**F. QUESTIONS**

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

**G. AWARD**

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

**END OF SECTION**

**SECTION V: EVALUATION AND SELECTION PROCESS**

**A. EVALUATION**

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

<b>Weighting Factor</b>	<b>Criterion</b>
20%	Qualifications of the Organization
20%	Vendor's knowledge and experience to perform the specified work. (based on previous jobs of a similar nature)
20%	Vendor's understanding of the purpose and objectives of the specified work and Vendor's project approach
10%	Familiarity and knowledge of Worcester County, Maryland
30%	Proposal Cost

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

Unacceptable	0
Poor	1
Fair	2
Good	3
Superior	4

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

**END OF SECTION**

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

**FORM OF PROPOSAL**

To whom it may concern:

We hereby submit our Proposal Documents for “TRAIL AND GREENWAYS MASTER PLAN” as indicated in the Proposal Documents. Having carefully examined the Proposal Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Proposal.

ITEM	DESCRIPTION	EXTENDED PRICE
1	Create a master plan to enhance transportation infrastructure to provide economic, health, and community benefits by improving access to recreational and natural resources, preserving and using existing transportation and utility corridors as stated in the Proposal Specifications.	

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

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

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

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

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

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

\_\_\_\_\_  
Sign for Identification Printed Name

\_\_\_\_\_  
Title Email

**REFERENCES**

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

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

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

**EXCEPTIONS**

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

**EXCEPTIONS:**

(If none, write none) \_\_\_\_\_

How did you hear about this solicitation?

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

The vendor hereby acknowledges receipt of the following addenda.

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

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name



INDIVIDUAL PRINCIPAL

Vendor Name: \_\_\_\_\_
Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_
Address of Vendor: \_\_\_\_\_ Town, State, Zip \_\_\_\_\_
Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

\*\*\*\*\*

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: \_\_\_\_\_
Address: \_\_\_\_\_ Town, State, Zip \_\_\_\_\_
Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_
Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_
Partner Witness
Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_
Partner Witness
Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_
Partner Witness

\*\*\*\*\*

CORPORATE PRINCIPAL

Name of Corporation: \_\_\_\_\_
Address: \_\_\_\_\_ Town, State, Zip \_\_\_\_\_
Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_
Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_
President Witness
Attest: \_\_\_\_\_
Corporate Secretary

Affix Corporate Seal

**VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID**

I HEREBY AFFIRM THAT:

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

NON-COLLUSIVE AFFIDAVIT

\_\_\_\_\_ being first duly sworn,  
deposes and says that:

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

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## EXHIBIT A

WORCESTER COUNTY MARYLAND  
STANDARD TERMS AND CONDITIONS

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

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

**10. Independent Contractor.**

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

**11. Insurance Requirements.**

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

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

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

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

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

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

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



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

**MEMORANDUM**

TO: Worcester County Commissioners  
FROM: Nicholas W. Rice, Procurement Officer  
DATE: May 16, 2023  
RE: Request to Purchase – Commissioner Meeting Room Camera System

---

Information Technology (IT) is requesting approval to purchase a new camera system for the Commissioner Meeting Room. The current camera system is used during commissioner meetings and has reached its end of life. We have started seeing some of the camera components fail. They have been replaced as needed at no additional costs, however it's getting difficult to rely on working equipment due to the age of the hardware. The attached quote is for a complete replacement. The quote contains the cost of the software, hardware for editing and producing as well as a replacement for all the cameras. The equipment comes with a three-year warranty. The hardware will be delivered in person from Swagit as well as onsite installation and training, if necessary. The new hardware will increase reliability for broadcasts. The equipment has been quoted through Granicus' cooperative contract with the National Cooperative Purchasing Alliance (NCPA).

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

ARPA funding in the amount of \$95,172 has been approved for the upgrade of the Commissioner Meeting Room sound system, camera system and screens.

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



Procurement Vehicle: NCPA (01-115)  
In Support of: Worcester County MD

## ORDER DETAILS

Prepared By: David Potocki  
Phone: 202-559-4271  
Email: david.potocki@granicus.com  
Order #: Q-264772  
Prepared On: 08 May 2023  
Expires On: 04 May 2023

## ORDER TERMS

Currency: USD  
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Avior™ PRO Remote Broadcast System - Five Camera Setup	Upon Delivery	1 Each	\$46,595.00
Avior™ Setup and Deployment	Upon Delivery	1 Each	\$1,500.00
AVIOR™ Standard Pre-Assembly & Install	Upon Delivery	1 Each	\$5,850.00
SUBTOTAL:			\$53,945.00

New Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/Unit	Annual Fee	Prorated Fee
AVIOR Control Software License	15 Mar 2023 - 15 Mar 2024	Annual	1 Each	\$0.00	\$0.00
SUBTOTAL:				\$0.00	\$0.00

**PRODUCT DESCRIPTIONS**

<b>Solution</b>	<b>Description</b>
Avior™ PRO Remote Broadcast System - Five Camera Setup	Avior™ PRO Remote Broadcast System: Five HD Camera Solution
AVIOR Control Software License	Annual License Fee
Avior™ Setup and Deployment	Standard AVIOR™ system setup and remote deployment
AVIOR™ Standard Pre-Assembly & Install	AVIOR™ Standard Pre-Assembly & Install (travel not included)

## TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-264772 dated 08 May 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Worcester County MD to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and Conditions of the Agreement 01-115 effective 08 DEC 2020 between Granicus and NCPA govern this Quote and are incorporated herein by reference, including the Master Agreement and all exhibits thereto.
- Granicus will provide a three (3) year warranty with respect to required hardware. Within the three (3) year warranty period, Granicus shall repair or replace any required hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.

**BILLING INFORMATION**

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:  
*The pricing, terms, and conditions of quote Q-264772 dated 08 May 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*

**AGREEMENT AND ACCEPTANCE**

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Worcester County MD	
Signature:	
Name:	
Title:	
Date:	



**APPROVED**

WSY 04/18/23

**MEMORANDUM**

TO: Worcester County Commissioners  
FROM: Candace Savage, Deputy Chief Administrative Officer  
DATE: April 10, 2023  
SUBJECT: ARPA Allocation Request

There is currently \$203,259 in unallocated ARPA funds. I would like to request that the funding be designated to following audio visual improvement projects.

Circuit Court	Courtroom 2 & 3 AV Trial Presentation Equipment	\$101,822
Jail	Video Polycom for Video Court	\$6,265
Administration	Upgrade Commissioner Meeting Room Sound, Swagit Cameras and Screens	\$95,172
	<b>Total</b>	<b>\$203,259</b>

If approved, \$101,822 currently requested in the FY24 Circuit Court budget and \$77,000 currently requested in the FY24 Other General Government budget will be removed.



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

**MEMORANDUM**

TO: Worcester County Commissioners  
FROM: Weston S. Young, Chief Administrative Officer  
DATE: May 10, 2023  
RE: Letter of Support Request from Vehicles for Change Delmarva

---

We have received a letter of support request from the Vehicles for Change Delmarva organization.

Vehicles for Change has recently expanded to the eastern shore and has created a Full Circle Auto Repair and Training program that provides a workforce development program and provides training and job opportunities.

There is no fiscal request.

Attachments:

Supporting Documents – Pages 2 – 15  
Draft Letter of Support – Page 16

# MISSION

Vehicles for Change Inc. (VFC) empowers families with financial challenges to achieve economic and personal independence through car ownership and technical training.

VFC has built a sustainable car award program in the Maryland, Virginia, and Detroit regions and our goal now is to replicate that program nationally, aiming to bring independent transportation and training in the automotive field to as many people as possible.

## THE NEED

**81,000**



Low-income households without cars in Baltimore

**133,550**



Low-income households without cars in Washington D.C.

**46-54%**



Of all Baltimore and DC jobs are reachable via transit in 90 minutes

## OUR IMPACT

**6,200**



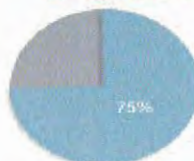
Cars awarded to low-income families

**21,000**



Lives Improved

**75%**



Got better jobs and/or increased earnings

**100%**



Took children to sports and after-school activities



## Program Evaluation Methods

Prior to admission, prospective interns are evaluated with a basic aptitude test to determine their level of learning and a practical test to evaluate the level of hands-on experience and vehicle operating systems familiarity.

Upon admission, interns complete an Individualized Education Program (IEP) to collect demographics and a social assessment to collect personal histories such as criminal history, education level, previous employment, incarcerations, family dynamics, housing, mental health history, and responses to criticism and conflict. This helps us determine existing barriers. Those barriers are then turned into goals to meet in order to be interview-ready. This may include a suspended license issue or past due child support. When set as a goal, it's not considered burdensome any longer, but a challenge to overcome before starting their new career. The program manager meets with them monthly for accountability and updates.

Throughout their enrollment, they receive weekly classroom tests and quizzes, including a mid-term exam of automotive theory at the 2-month mark and the final exam at the 4-month mark. This information is documented in a three-page assessment of performance data collected by our classroom instruction. This assessment includes employability, as well as soft and hard skill levels. Additionally, they have practice tests weekly to prepare for the student Automotive Service Excellence (ASE) exam. The National Institute for Automotive Service Excellence (ASE) is a professional certification group that certifies professionals and shops in the automotive repair and service industry. Practical skills are evaluated once a month with a practical test to assess their general service skill level. This test is performed on a stationary vehicle and timed by the instructor.

# Reentry Job Training Program

A 2018 Bureau of Justice study found that out of 401,288 individuals released from prison in 30 states, more than 83% were re-arrested an average of six times during the study period. According to The Baltimore Sun, that rate in Maryland is roughly 40%, at an average cost of \$46,000 per person annually. The rate varies by county in Maryland; with Prince George's County reporting a rate of 61% in 2015.



## Solution: The Full Circle Training Program

Full Circle is an employer-driven, paid internship, social enterprise program designed to provide auto mechanic training to individuals with multiple barriers to employment, including many who have recently been released from prison.

Launched in 2015, the Full Circle Auto Repair & Training Program has seen unprecedented success:

**HUNDREDS OF  
INTERNS SERVED**



Out of the interns served, 95% were formerly incarcerated.

**PROGRAM  
COMPLETION + JOB  
PLACEMENT**



Of those interns, 90% completed the program. 100% of program graduates found jobs - their average starting salary was \$34,000; 98% retained employment.

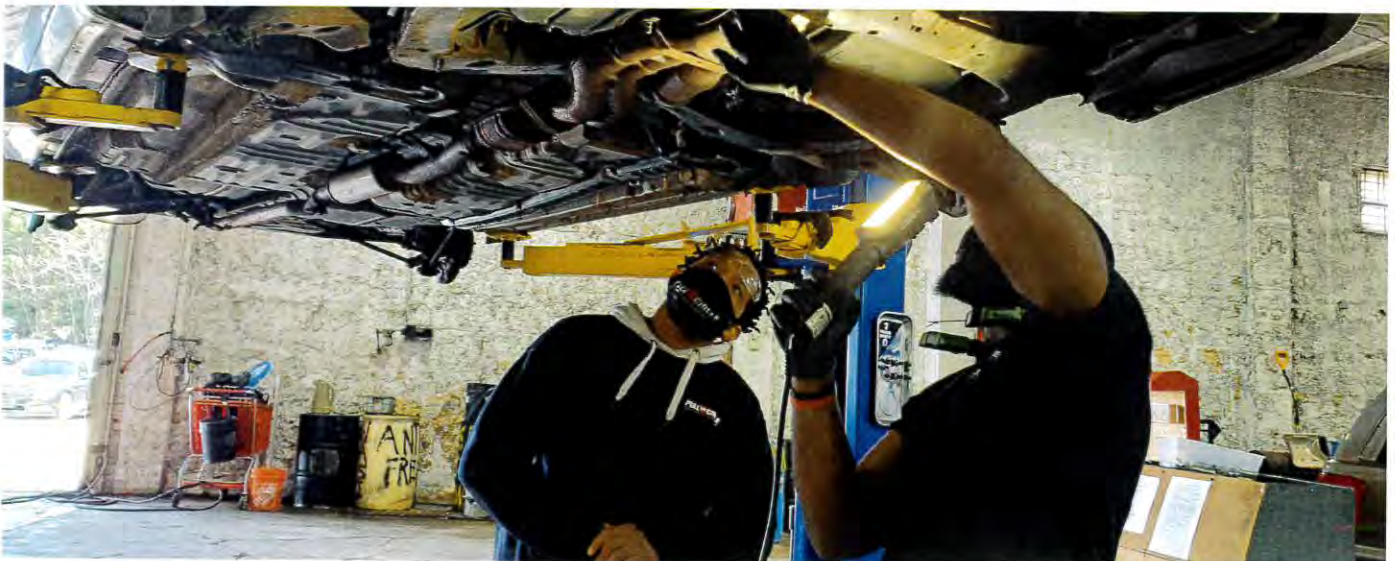
**RECIDIVISM  
RATE**



Less than 5% of interns returned to prison.

## Full Circle Auto Repair & Training Fact Sheet

- The Full Circle Auto Repair & Training Program works in the automotive repair and maintenance sector.
- Our goal is to help 30 people a year transition to unsubsidized employment as automotive technicians.
- Our employers include Heritage I MileOne Auto Group, AAA Mid-Atlantic, Norris Automotive, Monro Muffler, K. Neal International, Exclusive Automotive, the Maryland MTA, and the Antwerpen Auto Group.
- Our program will provide up to four months of paid internship to men and women recently released from prison.
- The Full Circle interns will have successfully completed the Automotive Service Excellence (ASE) certification in light maintenance and repair occupational skills training course at one of five prisons.
- Applicants must be recommended by their DLLR instructors and be able to get to VFC on their own.
- VFC interns will be connected to one or more of our community partners: The Jericho Project, The Center for Urban Families, Catholic Charities, The Reentry Center of the Mayor's Office of Employment Development, and the Baltimore County Workforce Investment Board.
- This project is supported by the Department of Labor, License, and the Regulation's Earn Project, The Abel Foundation, The Weinberg Foundation, The Warnock Foundation, The France-Merrick Foundation, and VFC itself.
- Full Circle interns receive 90-minutes of classroom time to study for ASE certification.
- Interns pass an average of 4 out of 10 student certifications during the program.
- Interns also receive six hours of hands-on training with ASE-certified mechanics simulating the total environment of a fully staffed active garage.
- Interns work on repairing donated cars to be awarded to local families through the VFC Car



## Virtual Entry-Level Auto Mechanics Training

Vehicles for Change is developing a virtual training module for entry-level auto mechanics. This module will include:

- Introduction to automotive technology and careers and toolbox review.
- General engine maintenance, including oil changes, tire mounting, and balancing.
- Suspension and brake systems education
- The brake module will prepare students to take and pass the ASE brake exam.
- A practice exam will be part of the module

The virtual training module will be a self-paced, 80-hour program. The module will include self-tests so students can track their progress and level of competency in each section. This module does not entirely replace the need for hands-on training, but it significantly reduces the number of hours a student would need in a hands-on program like a VFC entry-level class, a 90-hour training program. For a student to have a complete understanding of the subject matter, they would still require approximately 30-hours of hands-on training to attain a level of proficiency to obtain an entry-level job in the field.

VFC will launch a pilot with the Department of Correction and the Wicomico County, Maryland school system. The DOC program will be available to a set number of residents in a selected prison. VFC will provide the equipment preloaded with the training module. The DOC staff would determine who would have access to the program and be responsible for administering the program and the safety of the equipment.

Individuals who complete the virtual program will be invited to enter the VFC advanced, paid internship for additional training, wrap-around services, and job placement.

We will launch a pilot program in one to two high schools that do not currently have an auto training program in the school system.

VFC currently operates a 90-hour entry-level program. The virtual module will replace this program. It will allow students to enroll at any time without waiting for the start of a new cohort or the availability of an instructor.

### Equipment Necessary:

#### Virtual Headset

- The module will be fully self-contained to the headset. Therefore, Internet access is not necessary.

## Mission

Vehicles for Change Inc. (VFC) empowers families with financial challenges to achieve economic and personal independence through car ownership and technical Training.

VFC has built a sustainable car award program in Maryland and Virginia with a goal to replicate that program nationally, aiming to bring independent transportation and training in the automotive field to as many people as possible.

### **Our Reentry Job Training Program**

Launched in 2015, Full Circle Auto Repair & Training Program trains individuals, most of whom have criminal backgrounds, to be Automotive Service Excellence (ASE) certified automotive technicians.

Since opening, the training center has graduated over 170 ASE-certified mechanics and placed 100% of those graduates in meaningful careers with an average starting salary of \$35,000 annually. The program has a 90% completion rate and less than 5% recidivism rate, a far cry better than the national average of 77%.

### **Our Car Award Program**

As a nonprofit, Vehicles for Change receives 99% of its car donations from the public. We repair cars that meet our quality standards and award them for as little as \$950 for eligible families, who are referred to us by social service agencies.

Since 1999, VFC has awarded more than 7,000 cars to worthy families so they can get to work. We have positively impacting the lives of more than 24,000 people, the majority of which are single mothers with two to three children. Our 2014 study found that 75% of VFC recipients got better jobs and/or boosted their income by an average of \$7,000 within the first year of car ownership.

### **Our Used Car Retail Lot, Freedom Wheels**

VFC operates Freedom Wheels, a retail used car lot that is open to the public. Some donated cars, such as luxury models and cars with a high book value, would be too expensive for our families to maintain. So, these cars are sold through Freedom Wheels to maximize the donor's tax deduction and VFC's financial return. All proceeds go toward preparing more vehicles for deserving families.

Freedom Wheels is one way VFC performs as a social enterprise, funding its own operations and growth.

## Stories

### Demetries, Full Circle Training Graduate

After several months of hard work, Demetries completed Full Circle's advanced training program and was offered a position with Exclusive Motors, one of our hiring partners, in July 2020. Demetries spent his days studying and helping his fellow interns and spent his evenings taking a class in diesel technology maintenance.

Upon his graduation, it was revealed that Demetries graduated with a 3.5 GPA (B average). Earning a B in Master Mechanic. Demetries stated, "Mr. Wayne's class is not easy. He's a tough grader, and he doesn't round grades up!



### Nakia, Car Recipient Turned Car Donor

Nakia moved to Reisterstown, Maryland, in 2016, where she began working as a school bus driver. Before receiving an awarded vehicle, she had to take a bus, ride a train, and take a long walk to work each day. That changed on December 29, 2016, when she was awarded a beautiful Honda Odyssey.

In December 2020, Nakia made the jump from vehicle recipient to vehicle donor by donating her awarded car back to VFC. Her beloved Honda, affectionately named "Goldie," sold for \$700.00, covering the repair costs of a different vehicle that was later awarded to a family.



### Ahmad, Freedom Wheels Customer

After nearly five months of working two jobs and meticulous budgeting, 19-year-old Ahmad has officially paid off this new-to-him Honda from Freedom Wheels!

He thought he'd have to wait a little longer, but his mother, grandmother, and uncle had spent those months making additional payments for the college-bound young man. To say he was surprised to hear that he could pick his car up on August 18th, 2021, is an understatement.



## Contact Information

### Shawna Kearsley Program Director

✉ skearsley@vehiclesforchange.org

☎ 443-449-3005

📍 31440 Winter Place Park  
Salisbury, MD 21804

🌐 www.Vehiclesforchange.org

### Gary Mitchell Case Manager

✉ gmitchell@vehiclesforchange.org

☎ 410-726-07197

### James Martin Lead Instructor

✉ jmartin@vehiclesforchange.org

☎ 443-944-9357

### Marty Schwartz President

✉ mschwartz@vehiclesforchange.org

**For information on Full  
Circle Automotive and  
training visit:  
www.vehiclesforchange.org**

## Mission

Vehicles for Change Inc. (VFC) empowers families with financial challenges to achieve economic and personal independence through car ownership and technical training. In 1999, Vehicles for Change opened outside of Baltimore, Maryland. After building sustainable car award and automotive training programs in the Maryland-Virginia-Washington D.C. region, VFC began work to replicate those programs nationally, aiming to bring independent transportation and training in the automotive field to as many people as possible.

### The core values that guide Vehicles for Change:

- Integrity: Being ethically unyielding, honest, inspiring trust by saying what we mean, matching our behaviors to our words, and taking responsibility for our actions.
- Mission Driven: There is no better job in the world than one that provides a valuable service to our fellow man.
- Family: VFC will strive to continue to meet the needs of the team as the team strives to meet the needs of each other. We are compassionate towards everyone we encounter, inside and outside of the office.
- Pride: It is our goal to have the best and brightest be a part of the VFC team. A group that believes that what we do is not only having an impact on our families but also in our communities.
- POS (Positively Outrageous Service): There are a number of groups we serve on any given day: recipients, donors, volunteers, funders, sponsoring agencies, and each other. Every group deserves the very best service! Every team member is empowered to "make it better" for one of our constituents.
- Innovation: Change is a good thing! It is vital that we continue to evolve the organization to grow stronger and more efficient. Each team member is empowered to discover new ways that VFC can better serve our customers, increase our productivity and secure our future growth.
- The "ME": Each staff member must commit to the team and to themselves. Bring your best to work every day. Hold yourself and others accountable for bringing your best and being a team player. Develop personally and professionally, and have fun doing it!





# **FULL** **CIRCLE**

**A u t o R e p a i r & T r a i n i n g C e n t e r**

Our four-month training program is designed with one thing in mind: SUCCESS.

Below you will find a list of expectations and guidelines to ensure your success while here. With the right frame of mind and work readiness, you will get a big heap of work ethics that will serve you for years to come.

Attached is our accountability chart. It includes the training team's names and responsibilities. This should be helpful during your time in the program. Each staff member is committed to your success, with one condition - you must be committed too.

Remember, teamwork makes the dream work.

## **Attendance**

Training is from 7:00 am to 3:30pm, Monday through Friday. You should punch in promptly and use the 30 minutes before class to prepare for the rest of your day. The class starts at 7:30 am. Three lateness will result in your immediate dismissal from the program.

If you plan to be out on any given day, notify your program manager at least 48 hours (about two days) in advance, except for emergencies.

Call outs-Contact your floor trainer, via call or text, by 6:30 am. Three callouts will result in your immediate dismissal from the training program.

## Stipends/Incentives

Stipends are paid weekly. It is a live check; we are unable to provide direct deposit. There are no deductions because it is not earned income. It is a training stipend. \*\*You will receive a 1,099 to provide to your tax preparer for filing and may have to pay taxes. \*\*

Your pay period would include the Friday of the previous week and the Thursday of the current week. If you miss a punch, write it in immediately. If you do not, missed punches will be rounded to the nearest hour. (Ex. You punch in at 7 am but need to remember to clock out at the end of the day. You will be paid from 7 am-8 am)

Each intern is expected to volunteer a minimum of 6 hours in-house.

This would occur during work hours and may include assisting with event set• up/breakdown, painting, and moving equipment and furniture.

## Uniforms/Tools

Full Circle provides four Uniform shirts (two long sleeves/two short sleeves). If a shirt has not been issued to you, please wear a plain black tee shirt with no logos/graphics. Bottoms must be Jeans or work pants, no sweatpants or bottoms with strings. Tennis shoes or work boots only. Your daily uniform must also include masks and safety glasses; your team instructor will provide you with a pair on your first day. From June to September, black/navy blue knee-length shorts are acceptable.

Toolboxes are issued to you for use during training. It is yours upon successful completion of training.

## **Testing**

Exams, tests, and quizzes are not optional and are mandatory as part of your participation. Your refusal will result in immediate dismissal from the program.

## **General**

Breaks: One 30-minute lunch break (according to your team- 12: 00 pm to 12:30 pm, 12:30 pm-1:00 pm) and two 15 minutes breaks (10am-10: 15 am/2:15 pm-2:30 pm).

Work stops at 3 pm on the floor from clean-up Monday through Thursday. On Friday, clean-up begins at 2:30 pm.

The registration packet needs to be turned in by Thursday of the current week to be paid.

You will meet the program assistant monthly to discuss progress, goals tracking, and next steps.

**Each intern is expected to volunteer a minimum of 6 hours in-house at the VFC Delmarva location ).** This would occur during work hours and may include assisting with event set-up/ breakdown, painting, and moving equipment and furniture. The classroom and floor training areas are your instructor's territory. You are expected to follow all verbal and noted instructions, directives, and guidelines and complete all assigned duties. Communicate any technical needs and concerns directly to them.

## **Please note:**

If you do not have a driver's License, you are expected to enroll in a driving school immediately upon acceptance into the training program. We will cover the cost of the class.

If you are

**VFC Delmarva** - We have a partnership with Wor Wic Community College Driving school program-SBY

Classes are held virtually, and evening classes are available (6:00 pm-9:15 pm). Within one (1) week, you will be registered **with drive** safe, and a start date will be provided to you. Failure to attend a driving school or unsuccessful completion will be grounds for dismissal from Full Circle Automotive Training Program.

**Interns:** Meet with your case manager for assistance within your first week of enrollment.

The above rules and policies have been explained to me. I fully understand and accept the policies outlined above, and failure to follow regulations may result in termination from Full Circle Training and repair center.

Participant Signature----- Date \_\_\_\_\_

**Training Timeline and Incentive Plan**

Each month, intern progress will be reviewed for job readiness, skill development, and technical application. As you progress, you will be given the opportunity to earn a .50 increase in your training stipend.

You must meet the following criteria consistently each month:

- Score a minimum of 60 points on your monthly practical exam.
- Successfully obtain a minimum of (1) ASE
- Maintain a B average in classroom theory
- Have no more than one unexcused absence per month

If you have met all monthly requirements, your stipend will be adjusted to

Month 1 (starting stipend) - \$9.00 per hour.

Month 2 - \$9.50 per hour

Month 3 - \$10.50 per hour

## **Month 4**

After meeting all established training goals for months 1-3, you will receive a final increase of \$11.50 per hour. Your final month will be spent as an apprentice with Full Circle Repair Center.

Under the supervision of the VP of Operations and the Lead Mechanic, you will perform the following duties until you receive an offer of employment from one of our employment partners

Your start and end time will be determined by operations.

### Essential Duties and Responsibilities:

- Receive repair orders from the dispatcher and take them to the stall area.
- Perform work as outlined on the repair order and under the supervision of the lead mechanic with efficiency and accuracy in accordance with dealership and factory standards.
- Diagnose the cause of any malfunction and perform the repair as authorized. All diagnoses must be confirmed by the lead mechanic prior to submitting parts requests to the service advisor.
- Communicate with the Parts Department to obtain needed parts.
- Tag and save parts, and turn in parts if the job is under warranty or if requested by the customer.
- Advise the lead mechanic immediately if any additional work is needed, if the work outlined is not required, or if repairs cannot be completed within the promised time.
- Document work performed.
- Road-test vehicles to ensure repair has addressed the customer complaint.
- Quality check work performed.
- Attending training classes.
- Ensure that customers' vehicles are kept clean.
- Administer safety and housekeeping policies and procedures
- Understand and follow federal, state, and local regulations governing service repair work.

**DRAFT**

May XX, 2023

To whom it may concern:

I am writing this letter to support Vehicles for Change (VFC) and its application to receive grant funding.

Vehicles for Change is a non-profit that has been changing lives for the last 23 years in the Baltimore metropolitan area. With its most recent expansion to the Salisbury and Eastern Shore area, I am committed to VFC's continued support in helping end generational poverty in some of Maryland's most rural communities. Higher-paying career opportunities are limited on the Eastern Shore and even more so for individuals with criminal backgrounds and no transportation.

VFC's plans to grow its Full Circle Auto Repair and Training program's capacity to train more individuals with multiple barriers to employment, including those with criminal backgrounds. The expansion will tremendously support our efforts in providing equitable training and job opportunities for this population. This workforce development program is an employer-driven, four-month paid internship social enterprise that provides job placement after graduation.

The lack of car ownership is one of the leading causes of families' inability to get to work with dependable transportation. As important, these families can now take their children to after-school, cultural, recreational, and athletic activities. Expanding the program to include the Car Awards program will give low-income families without transportation access to employment and opportunities to earn more wages. The recipients can rebuild their credit and gain financial stability by receiving a 12-month low-interest loan for \$950 to receive the vehicle.

We look forward to the expansion and program offerings to better support our residents on the Eastern Shore. With the lack of equitable jobs and high poverty levels, VFC's programs provide the region with much-needed economic and community development opportunities.

Thank you,

**Signature**




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

## Memorandum

---

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

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

**Subject:** Ocean City Inlet & Harbor  
Corps Decision on Structural Improvements

**Date:** 5/8/23

---

The US Corps of Engineers (the Corps) decided in March of 2023 to not go forward with constructed improvements to address the shoaling issues in the inlet. The scrapping of the project, after years of public meetings, planning sessions, modeling, and design work did not meet their net economic benefit targets. In short, a structural solution to the shoaling problem was found not to be feasible and dredging, specifically more frequent dredging, seems to be the least costly option at the present time.

Attached are the project slides that I sent down in March that the Corps shared with the Working Group that included Worcester County, Maryland DNR, and the National Park Service. As the Corps detail in the presentation, the final recommendation is to revisit the Operations and Maintenance (O&M) manual to ensure future maintenance is based on current inlet conditions per recent bathymetric surveys. Their review of historical information demonstrates that shoaling in the Inlet has increased since the Inlet was stabilized in the 1930s and the O&M plan needs to account for that increase in deposited materials. Corps staff shared that there may be an opportunity to look at a "best water" designation as well which would allow MD DNR to adjust navigational aids to be moved to maintain the channel in the best location based on seasonal changes of shoaling and scour.

Their assessment of the future with project modeling results showed that the proposed structural solution would only reduce dredging by about 50% annually. The lack of damage reduction and high cost as well as negative net benefits led to the decision to not recommend a structural solution to address the shoaling problem in the Inlet. The Project Partnership Agreement between the Corps, Worcester County, and MD DNR will be terminated since the proposed project will not be moving forward to construction. Their resource management office will balance the cost-share for this project and remaining Federal and non-Federal funds will be returned.

The Corps staff working on this project concede that they know this is not the decision anyone wanted, but they wanted to ensure that any proposed measures will address the problem. Going forward with a \$16MM project with close to \$8.5MM of the project costs that will need to be covered by the local partners (Worcester and MD DNR) was not something the Corps was willing to commit, especially in light of the updated modelling and the results from their economic analysis.

The County Commissioners formally requested in March that the Corps staff come here to discuss their findings in person for the benefit of our local official and the local community. Mr. Daniel Bierly, the Chief of the Civil Project Development Branch, has indicated he will come to present these findings and take questions on the project.

Should you have any questions, please do not hesitate to contact me.

Attachments



# CAP SECTION 107 OCEAN CITY INLET & HARBOR DESIGN AND IMPLEMENTATION

Sponsor Meeting

Baltimore District  
8 March 2023



*"The views, opinions and findings contained in this report are those of the author(s) and should not be construed as an official Department of the Army position, policy or decision, unless so designated by other official documentation."*



**US Army Corps  
of Engineers  
Baltimore District**



**U.S. ARMY**

# STUDY AREA



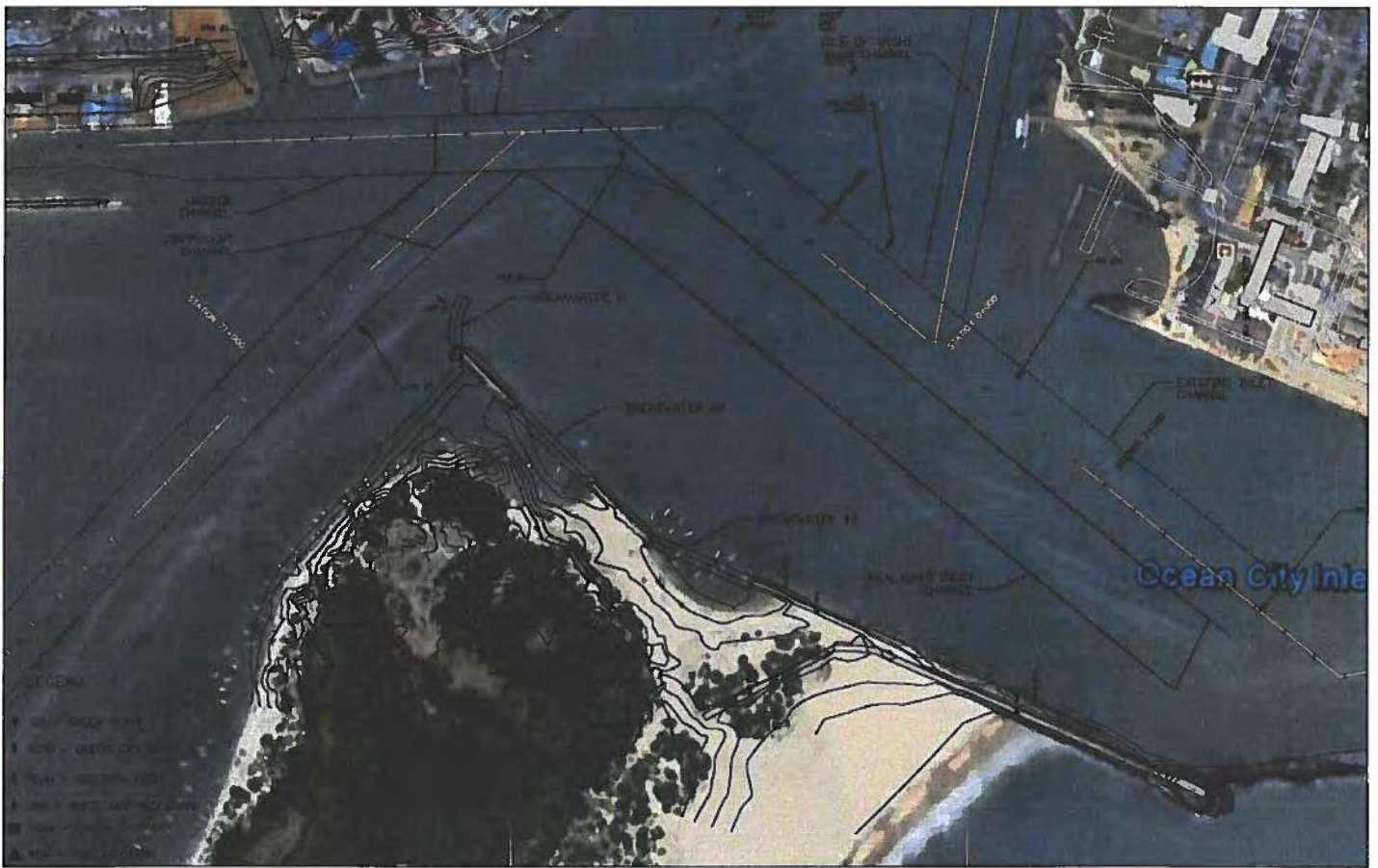
## FUTURE WITHOUT PROJECT CONDITIONS

- The maximum delay time recorded by eleven survey respondents experiencing delays due to groundings is 12 hours per trip and the average wait time is 4.5 hours
  - A count of 9 commercial vessel owners with drafts of 10ft or less reported damages from scraping or grounding totaling \$40,220
  - Fuel costs associated with waiting for tide or waiting for another vessel to pass amount to \$23,626 each year
  - Labor costs associated with delays amounts to \$256,410 annually
- Increased delays will continue to affect operating costs to commercial fishermen and degrades the freshness of the catch, reducing its commercial value and the income produced by the fishing activity
- Currently, USACE conducts dredging 3 to 4 times a year in order to provide some level of navigability and this is expected to continue or increase in the future with increased shoaling



**RECOMMENDED PLAN (NOV 2021 @ 35% DESIGN)**

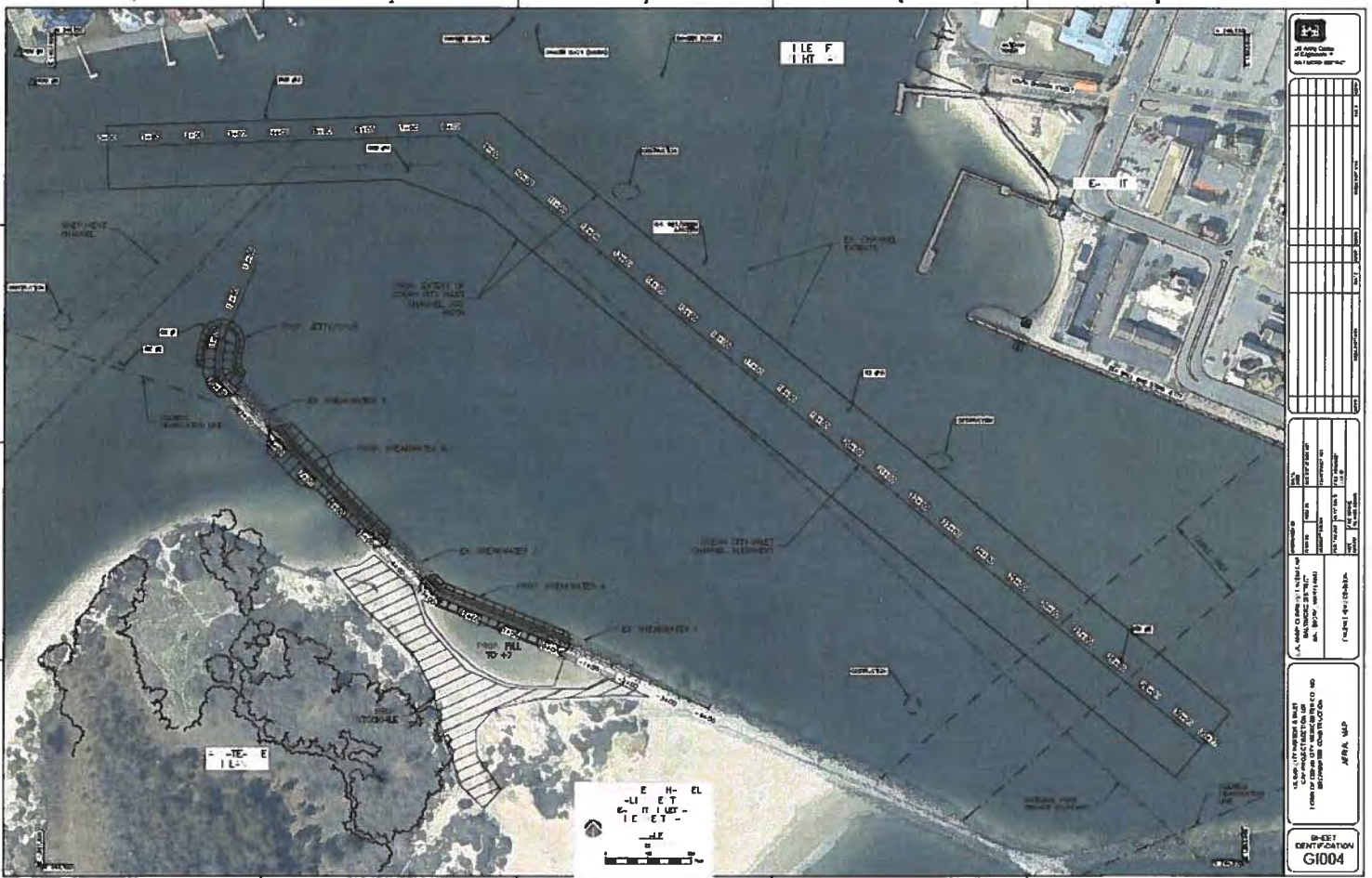
4



SCALE: 1 IN.=20 FT.  
-20 0 20 40

# DESIGN OPTIMIZATION (NOV 2022 @ 95% DESIGN)

5



# COST BREAKDOWN

Civil Works Work Breakdown Structure		ESTIMATED COST				PROJECT FIRST COST (Constant Dollar Basis)					TOTAL PROJECT COST (FUNDED)			(FULLY	
WBS NUMBER	Civil Works Feature & Sub-Feature Description	COST (\$K)	CNTG (\$K)	CNTG (%)	TOTAL (\$K)	ESC (%)	COST (\$K)	CNTG (\$K)	REMAINING COST (\$K)	Program Year (Budget EC):	TOTAL FIRST COST (\$K)	ESC (%)	COST (\$K)	CNTG (\$K)	FULL (\$K)
										Effective Price Level Date:	2023 1-Oct-22 Spent Thru: 30-Sep-22 (\$K)				
12	NAVIGATION PORTS & HARBORS	\$839	\$243	29%	\$1,082		\$839	\$243	\$1,082		\$1,082	3.5%	\$869	\$252	\$1,121
10	BREAKWATER & SEAWALLS	\$8,441	\$3,711	44%	\$12,152		\$8,441	\$3,711	\$12,152		\$12,152	3.5%	\$8,740	\$3,842	\$12,581
<b>CONSTRUCTION ESTIMATE TOTALS:</b>		<b>\$9,281</b>	<b>\$3,954</b>		<b>\$13,235</b>		<b>\$9,281</b>	<b>\$3,954</b>	<b>\$13,235</b>		<b>\$13,235</b>	3.5%	<b>\$9,608</b>	<b>\$4,094</b>	<b>\$13,702</b>
01	LANDS AND DAMAGES														
30	PLANNING, ENGINEERING & DESIGN	\$29	\$1	4%	\$30		\$29	\$1	\$30		\$1,612	1.2%	\$29	\$1	\$1,613
31	CONSTRUCTION MANAGEMENT	\$928	\$96	10%	\$1,024		\$928	\$96	\$1,024		\$1,024	3.4%	\$959	\$99	\$1,059
<b>PROJECT COST TOTALS:</b>		<b>\$10,238</b>	<b>\$4,051</b>	<b>40%</b>	<b>\$14,289</b>		<b>\$10,238</b>	<b>\$4,051</b>	<b>\$14,289</b>		<b>\$15,871</b>	<b>3.5%</b>	<b>\$10,597</b>	<b>\$4,194</b>	<b>\$16,374</b>

Page 1



## ECONOMICS ANALYSIS

Benefits Table				
Alternative	Annual Benefits	Annual Costs	Net Benefits	BCR
Recommended Plan- Alternative 3	\$415,000	\$643,300	-\$228,300	0.6

Without-Project Condition Annual Dredging Cost- \$507,000

With-Project Condition Annual Dredging Cost - \$92,000



## FOUR ACCOUNTS EVALUATION

**BLUF: NED account benefits have declined significantly based on ERDC modeling which confirmed a reduction in dredging by 50% annually instead of reduction to one dredge cycle every 5 years.**

### NATIONAL ECONOMIC DEVELOPMENT (NED)

- Increased shoaling in the Inlet channel leads to vessel delays and damages, and increased fuel and labor costs
- **Net Benefits for TSP (November 2021)- \$235,000**
- **Net Benefits for Recommended Plan (updated November 2022) – -\$228,300**

### ENVIRONMENTAL QUALITY (EQ)

- Temporary and minor increase in noise anticipated during construction
- Temporary impacts to turbidity during construction and O&M dredging

### REGIONAL ECONOMIC DEVELOPMENT (RED)

- RECONS was not run for this project
- Minimal employment opportunities during 1 year construction timeframe
- Benefits based on reduced O&M do not translate to regional employment

### OTHER SOCIAL EFFECTS (OSE)

- Reduce fossil fuel usage and emissions due to decreased delays for vessels using the Inlet system
- Improve economic vitality in the region by increasing tourism revenue from recreational boaters, transiting vessels and White Marlin Open Fishing Tournament





## **COORDINATION MEETINGS**

23 Jan 2023: In-Progress Review with North Atlantic Division

9 Feb 2023: Small Boat Harbor Planning Sub-Center of Expertise Meeting

21 Feb 2023: Navigation Brainstorming Workshop



US Army Corps  
of Engineers  
Baltimore District



## SUMMARY AND RECOMMENDATION

- Final project cost is \$16.4 million
- Project benefits cannot justify a project in this location at annualized net benefits of **-\$228,300** and benefit-to-cost ratio of 0.6
- Future with-project modeling of the proposed breakwater system showed that a project would likely reduce dredging by approximately 50% annually which is not a significant reduction in damages to address the problem
- The final recommendation is for the O&M manual to be re-evaluated based on current conditions to ensure future maintenance is conducted to maintain Inlet access at authorized dimensions



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



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

DALLAS BAKER JR., P.E.  
 DIRECTOR

CHRISTOPHER CLASING, P.E.  
 DEPUTY DIRECTOR

**MEMORANDUM**

TO: Weston S. Young, P.E. Chief Administrative Officer  
 Candace Savage, CGFM Deputy Chief Administrative Officer  
 FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker Jr*  
 DATE: May 8, 2023  
 SUBJECT: Mason Road Speed Study  
 Department of Public Works – Roads Division

Public Works is requesting Commissioner approval to reduce the speed on Mason Road from 50 mph to 40 mph. Currently, Mason Road is not posted; therefore, a speed limit of 50 mph governs. A concerned citizen reached out regarding speeding concerns on Mason Road, in response Roads Division conducted a speed study which yielded the following results:

- Number of Vehicles: 1,435
- Average Speed: 32.4 mph
- 85<sup>th</sup> Percentile: 37.9 mph
- Vehicles 50 mph and greater: 3 or 0.2%
- Vehicles >1 mph to 50 mph: 1,432 or 99.8%

The study was conducted on Wednesday, April 26, 2023 thru Thursday, May 4, 2023. A copy of the study is attached.

Please let me know if there are any questions.

Attachments

cc: Kevin Lynch

Worcester County DPW - Roads Division

ITEM 10

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Mason Road

Start Date: 4/26/2023

End Date: 5/4/2023

Site Code: East / West

Direction: Combined

4/26/2023	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
4:00	0	0	1	1	3	2	0	0	0	0	0	0	0	7
5:00	0	0	1	2	5	7	2	0	0	0	0	0	0	17
6:00	4	2	0	3	3	2	1	0	0	0	0	0	0	15
7:00	1	0	1	1	1	2	0	0	0	0	0	0	0	6
8:00	0	0	0	0	1	3	2	0	0	0	0	0	0	6
9:00	0	0	3	1	2	3	0	0	0	0	0	0	0	9
10:00	0	0	0	1	2	4	0	0	0	0	0	0	0	7
11:00	0	0	0	0	6	3	2	1	0	0	0	0	0	12
12:00 PM	0	0	1	3	6	3	0	1	0	0	0	0	0	14
1:00	0	1	2	3	10	7	1	0	0	0	0	0	0	24
2:00	0	1	2	3	7	4	1	3	0	0	0	0	0	21
3:00	0	0	0	2	2	0	0	1	0	0	0	0	0	5
4:00	0	1	0	1	5	1	0	0	0	0	0	0	0	8
5:00	0	0	0	2	0	0	0	0	0	0	0	0	0	2
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	5	5	11	23	53	41	9	6	0	0	0	0	0	153

**Worcester County DPW - Roads Division**

**ITEM 10**

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Mason Road

Start Date: 4/26/2023

Site Code: East / West

End Date: 5/4/2023

Direction: Combined

4/27/2023	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	3	1	0	0	4	1	0	1	0	0	0	0	0	10
4:00	0	0	1	2	3	9	0	0	0	0	0	0	0	15
5:00	0	0	1	0	8	6	3	0	0	0	0	0	0	18
6:00	0	0	0	1	2	2	0	0	0	0	0	0	0	5
7:00	0	0	1	3	5	4	0	0	0	0	0	0	0	13
8:00	1	0	0	1	0	2	0	0	0	0	0	0	0	4
9:00	0	0	1	2	5	4	0	0	0	0	0	0	0	12
10:00	0	0	0	1	3	5	0	0	0	0	0	0	0	9
11:00	0	0	1	2	2	2	1	0	0	0	0	0	0	8
12:00 PM	0	1	1	5	4	4	4	1	0	0	0	0	0	20
1:00	0	0	1	8	8	10	1	0	0	0	0	0	0	28
2:00	0	0	0	1	2	9	1	0	0	0	0	0	0	13
3:00	0	0	0	0	1	2	2	0	0	0	0	0	0	5
4:00	0	0	1	1	5	2	0	0	0	0	0	0	0	9
5:00	0	0	1	0	1	0	0	0	0	0	0	0	0	2
6:00	0	0	0	0	1	0	0	0	0	0	0	0	0	1
7:00	0	0	0	0	0	0	1	0	0	0	0	0	0	1
8:00	0	0	0	0	0	0	0	0	1	0	0	0	0	1
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>4</b>	<b>2</b>	<b>9</b>	<b>27</b>	<b>54</b>	<b>62</b>	<b>13</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>174</b>

**Worcester County DPW - Roads Division**

**ITEM 10**

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Mason Road

Start Date: 4/26/2023

End Date: 5/4/2023

Site Code: East / West

Direction: Combined

4/28/2023	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	1	0	0	0	0	0	0	1
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	1	5	7	1	0	0	0	0	0	0	0	14
4:00	0	0	0	1	2	4	1	0	0	0	0	0	0	8
5:00	0	0	0	3	3	3	3	0	0	0	0	0	0	12
6:00	2	1	1	1	3	2	0	1	0	0	0	0	0	11
7:00	5	0	0	3	1	4	2	0	0	0	0	0	0	15
8:00	3	2	1	0	1	3	3	0	0	0	0	0	0	13
9:00	0	1	0	3	5	2	2	0	0	0	0	0	0	13
10:00	5	2	0	2	3	3	1	0	0	0	0	0	0	16
11:00	20	3	1	1	1	2	1	0	0	0	0	0	0	29
12:00 PM	0	1	0	1	5	3	1	1	0	0	0	0	0	12
1:00	0	0	0	1	8	2	0	0	0	0	0	0	0	11
2:00	0	0	0	1	6	3	2	0	0	0	0	0	0	12
3:00	0	2	0	1	3	0	1	0	0	0	0	0	0	7
4:00	0	0	0	0	1	1	0	0	0	0	0	0	0	2
5:00	0	0	1	1	0	0	1	0	0	0	0	0	0	3
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>35</b>	<b>12</b>	<b>5</b>	<b>24</b>	<b>49</b>	<b>34</b>	<b>18</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>179</b>

**Worcester County DPW - Roads Division**

**ITEM 10**

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Mason Road

Start Date: 4/26/2023

End Date: 5/4/2023

Site Code: East / West

Direction: Combined

4/29/2023	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	1	1	0	0	0	0	0	2
4:00	0	0	0	0	2	1	0	0	0	0	0	0	0	3
5:00	0	0	1	1	1	1	2	0	0	0	0	0	0	6
6:00	0	0	1	3	1	4	0	0	0	0	0	0	0	9
7:00	0	0	0	2	5	4	3	0	0	0	0	0	0	14
8:00	0	0	0	2	2	2	0	0	0	0	0	0	0	6
9:00	0	0	0	0	5	4	0	1	0	0	0	0	0	10
10:00	0	0	0	1	2	3	1	0	0	0	0	0	0	7
11:00	0	0	2	4	2	1	0	0	0	0	0	0	0	9
12:00 PM	0	0	0	0	2	3	0	0	0	0	0	0	0	5
1:00	0	0	0	7	6	5	0	0	0	0	0	0	0	18
2:00	0	0	0	1	0	2	0	0	0	0	0	0	0	3
3:00	0	1	1	2	2	2	1	0	0	0	0	0	0	9
4:00	0	0	2	1	1	1	2	0	0	0	0	0	0	7
5:00	0	0	2	1	1	0	0	0	0	0	0	0	0	4
6:00	0	0	0	0	1	0	0	0	0	0	0	0	0	1
7:00	0	0	0	0	0	1	1	0	0	0	0	0	0	2
8:00	0	0	0	0	0	1	0	0	0	0	0	0	0	1
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>0</b>	<b>1</b>	<b>9</b>	<b>26</b>	<b>33</b>	<b>35</b>	<b>11</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>117</b>

**Worcester County DPW - Roads Division**

**ITEM 10**

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Mason Road

Start Date: 4/26/2023

Site Code: East / West

End Date: 5/4/2023

Direction: Combined

4/30/2023	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	1	0	0	1	0	0	0	0	0	0	0	2
4:00	0	0	0	1	3	3	0	0	0	0	0	0	0	7
5:00	0	0	0	1	0	0	1	0	0	0	0	0	0	2
6:00	0	0	0	1	4	2	1	0	0	0	0	0	0	8
7:00	0	0	0	0	0	3	0	0	0	0	0	0	0	3
8:00	0	0	1	3	0	0	2	0	0	0	0	0	0	6
9:00	0	0	0	0	1	1	3	0	0	0	0	0	0	5
10:00	0	0	2	3	1	7	2	0	0	0	0	0	0	15
11:00	47	22	1	4	6	3	0	0	0	0	0	0	0	83
12:00 PM	45	16	1	0	1	0	0	0	0	0	0	0	0	63
1:00	0	0	0	1	4	1	1	0	0	0	0	0	0	7
2:00	0	0	1	2	0	3	0	0	0	0	0	0	0	6
3:00	1	0	0	0	4	2	1	0	0	0	0	0	0	8
4:00	4	0	0	1	0	1	0	0	0	0	0	0	0	6
5:00	14	27	3	0	0	0	1	0	0	0	0	0	0	45
6:00	2	11	0	1	1	2	0	0	0	0	0	0	0	17
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>113</b>	<b>76</b>	<b>10</b>	<b>19</b>	<b>25</b>	<b>29</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>284</b>



**Worcester County DPW - Roads Division**

**ITEM 10**

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Mason Road

Start Date: 4/26/2023

Site Code: East / West

End Date: 5/4/2023

Direction: Combined

5/1/2023	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	1	0	0	0	0	1	0	0	0	0	2
3:00	0	0	0	3	5	1	1	0	0	0	0	0	0	10
4:00	0	0	0	4	1	5	2	0	0	0	0	0	0	12
5:00	0	0	1	5	3	6	2	0	0	0	0	0	0	17
6:00	0	0	0	1	2	4	3	0	0	0	0	0	0	10
7:00	0	0	0	2	2	2	0	0	0	0	0	0	0	6
8:00	0	0	0	0	3	2	1	0	0	0	0	0	0	6
9:00	0	0	0	2	6	1	2	0	0	0	0	0	0	11
10:00	0	0	0	0	6	3	0	0	0	0	0	0	0	9
11:00	0	0	0	3	5	4	1	0	0	0	0	0	0	13
12:00 PM	0	0	2	3	8	4	2	0	0	0	0	0	0	19
1:00	0	0	0	5	10	3	2	0	0	0	0	0	0	20
2:00	0	1	0	1	7	3	1	0	0	0	0	0	0	13
3:00	0	0	0	3	2	1	2	0	0	0	0	0	0	8
4:00	0	0	0	1	2	1	4	0	0	0	0	0	0	8
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	2	0	0	0	0	0	0	0	2
7:00	2	5	0	0	0	0	0	0	0	0	0	0	0	7
8:00	5	0	0	0	0	0	0	0	0	0	0	0	0	5
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>7</b>	<b>6</b>	<b>3</b>	<b>34</b>	<b>62</b>	<b>42</b>	<b>23</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>178</b>

**Worcester County DPW - Roads Division**

**ITEM 10**

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Mason Road

Start Date: 4/26/2023

Site Code: East / West

End Date: 5/4/2023

Direction: Combined

5/2/2023	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	1	3	7	1	0	0	0	0	0	0	0	12
4:00	0	0	0	0	3	4	0	0	0	0	0	0	0	7
5:00	0	0	0	2	6	8	3	0	0	0	0	0	0	19
6:00	0	0	0	5	4	1	1	1	0	0	0	0	0	12
7:00	0	0	0	1	0	2	0	2	0	0	0	0	0	5
8:00	0	0	1	2	5	0	0	0	0	0	0	0	0	8
9:00	1	0	1	1	0	3	1	0	0	0	0	0	0	7
10:00	0	0	0	1	2	8	1	0	0	0	0	0	0	12
11:00	0	0	0	1	2	3	2	0	0	0	0	0	0	8
12:00 PM	0	0	2	1	0	0	4	0	0	0	0	0	0	7
1:00	0	0	0	2	10	11	1	0	0	0	0	0	0	24
2:00	0	0	0	0	3	3	2	1	0	0	0	0	0	9
3:00	0	0	0	1	4	2	3	0	0	0	0	0	0	10
4:00	0	0	0	2	1	0	1	0	0	0	0	0	0	4
5:00	0	0	0	1	0	1	1	0	0	0	0	0	0	3
6:00	0	0	0	0	1	1	0	0	0	1	0	0	0	3
7:00	0	0	0	0	1	1	0	0	0	0	0	0	0	2
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>1</b>	<b>0</b>	<b>5</b>	<b>23</b>	<b>49</b>	<b>49</b>	<b>20</b>	<b>4</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>152</b>

**Worcester County DPW - Roads Division**

**ITEM 10**

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Mason Road

Start Date: 4/26/2023

End Date: 5/4/2023

Site Code: East / West

Direction: Combined

5/3/2023	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	1	2	1	0	0	0	0	0	0	4
4:00	0	0	1	3	6	8	1	0	0	0	0	0	0	19
5:00	0	0	0	3	5	7	1	0	0	0	0	0	0	16
6:00	0	0	0	1	4	7	0	0	0	0	0	0	0	12
7:00	7	13	8	0	4	1	0	0	0	0	0	0	0	33
8:00	0	0	0	1	2	1	2	0	0	0	0	0	0	6
9:00	0	0	0	0	3	1	0	0	0	0	0	0	0	4
10:00	0	0	0	2	2	1	1	0	0	0	0	0	0	6
11:00	2	0	0	3	2	1	0	0	0	0	0	0	0	8
12:00 PM	0	2	0	2	8	6	3	2	0	0	0	0	0	23
1:00	0	0	0	5	8	9	1	0	0	0	0	0	0	23
2:00	0	0	0	2	3	3	2	0	0	0	0	0	0	10
3:00	0	0	1	2	2	3	1	0	0	0	0	0	0	9
4:00	0	0	1	2	5	1	2	0	0	0	0	0	0	11
5:00	0	0	0	0	0	1	1	0	0	0	0	0	0	2
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	1	0	0	0	0	0	0	1
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>9</b>	<b>15</b>	<b>11</b>	<b>26</b>	<b>55</b>	<b>52</b>	<b>17</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>187</b>

Worcester County DPW - Roads Division

ITEM 10

5764 Worcester Highway

Snow Hill, MD 21863

410-632-2244

Location 1: Mason Road

Start Date: 4/26/2023

End Date: 5/4/2023

Site Code: East / West

Direction: Combined

5/4/2023	0 - 15	> 15 -	> 20 -	> 25 -	> 30 -	> 35 -	> 40 -	> 45 -	> 50 -	> 55 -	> 60 -	> 65 -	> 70	Total
Time	MPH	20 MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	1	0	0	0	0	0	0	0	0	1
4:00	0	2	0	4	3	1	0	0	0	0	0	0	0	10
5:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
6:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
7:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
8:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
9:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
12:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
4:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
5:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
6:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
7:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
8:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
9:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
Total	0	2	0	4	4	1	0	0	0	0	0	0	0	11
Grand Total	174	119	63	206	384	345	123	18	2	1	0	0	0	1435
Stats			Percentile	15th	50th	85th	95th							
			Speed	15.9	31.9	37.9	41.9							
			Mean Speed (Average)	32.4										
			10 MPH Pace Speed	30-39										
			Number in Pace	726										
			Percent in Pace	58.0%										
			Number > 50 MPH	3										
			Percent > 50 MPH	0.2%										

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



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

DALLAS BAKER JR., P.E.  
 DIRECTOR

CHRISTOPHER CLASING, P.E.  
 DEPUTY DIRECTOR

**TO: Weston Young P.E., Chief Administrative Officer**  
**Candace Savage, CGFM, Deputy Chief Administration Officer**  
**FROM: Dallas Baker Jr., P.E., Director** *Dallas Baker Jr*  
**DATE: May 8, 2023**  
**SUBJECT: Solid Waste Heavy Equipment Maintenance Over Expenditure**

Public Works – Solid Waste Division is requesting Commissioner approval to over spend the Vehicle Operating Expenses Heavy Equipment Maintenance account (680.7002.6540.080) by \$120,000. The current account balance is \$21,463.59 and there are approximately \$100,800 in known outstanding repairs needed on existing heavy equipment. The breakdown of needed repairs is as follows:

<u>Vehicle</u>	<u>Repair</u>	<u>Estimate</u>
Sterling roll off truck	Needs clutch	\$10,000.00
International roll off truck	Needs compressor	\$5,000.00
Freightliner Tractor	Front & rear suspension	\$7,000.00
Bulldozer	Needed hourly maintenance	\$3,000.00
Excavator	Needed hourly maintenance	\$1,500.00
Track loader	Needed hourly maintenance	\$1,500.00
Compactor	Needed hourly maintenance	\$3,000.00
Sterling & Freightliner (roll off)	Scheduled maintenance	\$2,000.00
Leachate tanker trailers	Scheduled maintenance	\$2,000.00
Leachate tanker trailers (current tires have 173,000 miles on them)	Needs four tires	\$4,800.00
Tub grinder	Screen repair	\$39,000.00
	Clutch	\$20,000.00
	Air and fuel filters	\$2,000.00
	<b>Total:</b>	<b>\$100,800.00</b>

Additional funding is available in the Solid Waste Capital Reserve account (680.1045, Landfill Inv. MLGIP) to cover the expenses. With this overage, the Heavy Equipment Maintenance account will have approximately \$20,000 remaining for unanticipated repairs for the remainder of the fiscal year.

Please let me know if there are any questions.



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

## MEMORANDUM

TO: Worcester County Commissioners  
FROM: Nicholas W. Rice, Procurement Officer  
DATE: May 16, 2023  
RE: Request to Contract – Worcester County Logistical Storage Facility Design

---

The Fire Marshal's Office is requesting approval to proceed with detailed design for a new Worcester County Logistical Storage Facility proposed to be located on Central Site Lane, Newark, MD adjacent to the existing Fire Training Center. Davis, Bowen and Friedel (DBF) proposes to provide professional services to develop detailed building, site and utility plans and specifications for future bidding of a new facility. The fee for services is \$251,500 and is inclusive of detailed design, construction documentation, bidding support and construction administration. The proposed AIA contract agreement is attached.

DBF has developed a schematic design with input from County Fire Marshal, Sherriff, and Emergency Services. The schematic design is attached for reference and includes building elevations, floor plan and preliminary site plan. The schematic design includes a phase 1 building core for vehicular and emergency equipment storage and future phase 2 sketch plans for planning. It is proposed to develop the phase 1 building (approx. 14,000 square foot) and site plan at this time. Future plans at the site may include a new fire training tower, classrooms and storage. See Attachment B Building plans.

In order to proceed, County Commissioner approval is requested for the attached proposal in the amount of \$251,500. Funding for this project is per the current Capital Improvement Plan budget of \$3.3 million. The current schematic design estimate, based on input from DBF and County personnel, is \$3.2 million (see Attachment C). Once detailed engineering is complete, bidding for construction services may proceed.

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

 **AIA**® Document B101® – 2017

**Standard Form of Agreement Between Owner and Architect**

AGREEMENT made as of the      day of      in the year

BETWEEN the Architect's client identified as the Owner:

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

and the Architect:

Davis, Bowen & Friedel, Inc.  
601 East Main Street, Suite 100  
Salisbury, Maryland 21804

for the following Project:

Vehicle Storage Facility  
Central Site Lane  
Newark, Maryland 21841

The Owner and Architect agree as follows.

**The Scope of this Agreement**

Utilizing the schematic documents dated February 1, 2023, and the civil documents dated January 2023, we will provide the following services as well as those further outlined in the Agreement.

1. The Architect will assist in the Planning and Zoning Review Process and all other agency reviews to obtain approvals and permits required for the construction of the Vehicle Storage Facility.
2. The Architect and the Owner agree that the Schematic Design Phase has been completed. Therefore, Items 3.2 through 3.7 are not part of this contract.
3. Items not listed in Article 4 Supplement and Additional Services but are being supplied by Gipe Associate, Inc. are outlined in their Design Phase services portion of Exhibit A.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Per Schematic Documents prepared by the Architect dated February 2, 2023 and revised on March 10, 2023.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Per Schematic Documents prepared by the Architect dated February 2, 2023 and revised on March 10, 2023.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Two Million Six Hundred Thirty-Seven Thousand Nine Hundred Fifty-Nine Dollars and 65/100 (\$2,637,959.65)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

N/A

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 10:08:25 ET on 04/27/2023 under Order No. 4104237352 which expires on 10/30/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(879183974)



- .2 Construction commencement date:
  
- .3 Substantial Completion date or dates:
  
- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive Bid

§ 1.1.6 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

William Bradshaw, P.E.  
 Building Administrator/County Engineer  
 1 West Market Street  
 Snow Hill, Maryland 21863  
 bbradshaw@co.worcester.md.us

*(Paragraph deleted)*

§ 1.1.7 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

Matthew Owens, VFI, CFPS  
 Fire Marshal, Worcester County Fire Marshal  
 1 West Market Street  
 Snow Hill, Maryland 21863  
 mowens@worcester.md.us

§ 1.1.8 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

- .1 Geotechnical Engineer:  
  
 Hardin-Kight Associates, Inc.  
 12515 Caterpillar Road  
 Bishopville, Maryland 21813
  
- .2 Other, if any:  
*(List any other consultants and contractors retained by the Owner.)*

§ 1.1.9 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Chris Cullen, AIA

Davis, Bowen & Friedel, Inc.  
 601 East Main Street, Suite 100  
 Salisbury, Maryland 21804  
*(Paragraphs deleted)*  
 clc@dbfinc.com

§ 1.1.10 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.10.1 Consultants retained under Basic Services:

.1 Civil Engineer:

Davis, Bowen & Friedel, Inc.  
 601 East Main Street, Suite 100  
 Salisbury, Maryland 21804

.2 Structural Engineer:

Davis, Bowen & Friedel, Inc.  
 601 East Main Street, Suite 100  
 Salisbury, Maryland 21804

.3 Mechanical Engineer:

Gipe Associates, Inc.  
 8719 Brooks Drive  
 Easton, Maryland 21601

.4 Electrical Engineer

Gipe Associates, Inc.  
 8719 Brooks Drive  
 Easton, Maryland 21601

§ 1.1.10.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.11 Other Initial Information on which the Agreement is based:

Schematic Design Phase Services were provided under separate agreement.

*(Paragraphs deleted)*

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 10:08:25 ET on 04/27/2023 under Order No.4104237352 which expires on 10/30/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(879183974)

AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars and 0/100 (\$2,000,000.00) for each occurrence and Six Million Dollars and 0/100 (\$6,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and 0/100 (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and 0/100 (\$1,000,000.00) each accident, One Million Dollars and 0/100 (\$1,000,000.00) each employee, and One Million Dollars and 0/100 (\$1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars and 0/100 (\$3,000,000.00) per claim and Three Million Dollars and 0/100 (\$3,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 10:08:25 ET on 04/27/2023 under Order No.4104237352 which expires on 10/30/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(879183974)

include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

Init.

**§ 3.5 Procurement Phase Services****§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

**§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

**§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

**§ 3.6 Construction Phase Services****§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 10:08:25 ET on 04/27/2023 under Order No.4104237352 which expires on 10/30/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(879183974)

**§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 10:08:25 ET on 04/27/2023 under Order No.4104237352 which expires on 10/30/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@alacontracts.com.

User Notes:

(879183974)

approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 10:08:25 ET on 04/27/2023 under Order No.4104237352 which expires on 10/30/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(879183974)

10



§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Owner
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 10:08:25 ET on 04/27/2023 under Order No.4104237352 which expires on 10/30/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@alacontracts.com.  
 User Notes: (879183974)

Init.

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Owner
§ 4.1.1.30 Other Supplemental Services	Not Provided

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

*(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)*

- .1 As-constructed record drawings: Following construction and based upon Contractor-provided field mark-ups and notes, the Architect shall modify the construction drawings to reflect Contractor-identified field changes.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

*(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect’s Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b)

init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 10:08:25 ET on 04/27/2023 under Order No.4104237352 which expires on 10/30/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@alacontracts.com.

User Notes:

(879183974)

- contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
  - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
  - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
  - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
  - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
  - .9 Evaluation of the qualifications of entities providing bids or proposals;
  - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
  - .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 N/A ( ) visits to the site by the Architect during construction
- .3 N/A ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 N/A ( ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within N/A ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

Init.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 10:08:25 ET on 04/27/2023 under Order No.4104237352 which expires on 10/30/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(879183974)

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 10:08:25 ET on 04/27/2023 under Order No.4104237352 which expires on 10/30/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@alacontracts.com.

User Notes:

(879183974)

**ARTICLE 7 COPYRIGHTS AND LICENSES**

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

**ARTICLE 8 CLAIMS AND DISPUTES****§ 8.1 General**

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 The provisions of this Article 8 shall survive the termination of this Agreement.

*(Paragraphs deleted)*

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 10:08:25 ET on 04/27/2023 under Order No.4104237352 which expires on 10/30/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@alacontracts.com.

User Notes:

(879183974)

17

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 10:08:25 ET on 04/27/2023 under Order No.4104237352 which expires on 10/30/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.  
 User Notes:

(879183974)



.1 Stipulated Sum  
(Insert amount)

\$251,500.00

.2 Percentage Basis  
(Insert percentage value)

(Paragraph deleted)

.3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

On an hourly basis per the attached Schedule of Rates 48A.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

On an hourly basis per the attached Schedule of Rates 48A.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as follows:  
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase		percent (		%)
Design Development Phase	Eighteen	percent (	18	%)
Construction Documents Phase	Fifty-four	percent (	54	%)
Procurement Phase	Three and a half	percent (	3.5	%)
Construction Phase	Twenty-four and a half	percent (	24.5	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 10:08:25 ET on 04/27/2023 under Order No.4104237352 which expires on 10/30/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.  
User Notes:

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Per attached Schedule of Rates 48A.

Employee or Category	Rate (\$0.00)
----------------------	---------------

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

N/A

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of N/A (\$ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

Init.

1% per month

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

Agreement only pertains to work attributable to Procurement Phase and Construction Documents Phase Services as addressed herein.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

[ X ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Gipe Associates, Inc. proposal dated February 6, 2023  
Schedule of Rates No. 48A

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

N/A

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

ARCHITECT (Signature)

Int.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 10:08:25 ET on 04/27/2023 under Order No.4104237352 which expires on 10/30/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(879183974)

---

*(Printed name and title)*

Chris Cullen, AIA; Associate

---

*(Printed name, title, and license number, if required)*

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 10:08:25 ET on 04/27/2023 under Order No.4104237352 which expires on 10/30/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(879183974)



**Gipe Associates, Inc.**  
CONSULTING ENGINEERS

PB. #:23318  
Easton Office

March 14, 2023

Mr. Christopher L. Cullen, AIA, Associate/Sr. Architect  
Davis, Bowen & Friedel, Inc.  
601 E. Main Street, Suite 100  
Salisbury, MD 21804

Project: Worcester County Commissioners – Vehicle Storage Facility  
Reference: Revised Mechanical and Electrical Fee Proposal Letter

Dear Chris:

We are pleased to submit our revised fee proposal for the performance of mechanical and electrical engineering services on the above referenced project. This revised proposal reflects the current scope which deletes the previous Phase 2B storage spaces and the Phase 2A training facility.

The scope of our work would include mechanical (including heating, ventilation, and air conditioning), electrical (including power, interior lighting, site lighting, fire alarm, telecommunications, security), plumbing, and fire protection system design and Contract Administration for the Worcester County Commissioners – Vehicle Storage Facility Project located in Newark, Maryland. Please refer to the enclosed Revised Schematic Architectural Drawings dated 03/10/2023.

The Mechanical and Electrical Systems design are based on a vehicle storage facility of approximately 13,975 square feet.

Design phase services shall include the following:

1. Field investigations which may be necessary for the mechanical and electrical phases of work. Investigations will be based on visual observations and review of existing building drawings provided by the Owner.
2. Preparation of the design plans and specifications for the mechanical and electrical phases of work. Specifications will be prepared utilizing Gipe standard office specifications and format.
3. New work drawings in AutoCAD format. Our fee also assumes that electronic backgrounds in shall be provided for our use in the preparation of the Construction Documents.
4. Preparation of an estimate of probable cost associated with the work we design.

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

Bidding phase services shall include the following:

1. Prepare addendums if needed during the bidding phase.
2. Respond to Contractor RFIs during the bidding phase.
3. Review of bids for the portion of work we design.

Contract Administration phase services shall include the following:

1. Review of shop drawing submittals for the portion of work we design. We shall review and take appropriate action on shop drawings, product data, samples, and other submittals required by the Contract Documents. Such review shall be only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents and does not include review of quantities, dimensions, weights or gauges, fabrication processes, sequence of work, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the responsibility of the Contractor. Review of submittals shall be conducted with reasonable promptness consistent with sound professional practice. Review of a specific item shall not indicate acceptable of an assembly of which the item is a component. We shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor shall we be required to review partial submissions or those for which submissions for correlated items have not been received. We will be entitled to additional compensation for review of submittals which require in excess of two submissions.
2. Consultation during the construction phase concerning the work we design.
3. Periodic observation of the construction work as related to M/E/P work. This would include an appropriate amount of site visits during the construction phase inclusive of pre-construction meeting, pre-installation meetings, and site visits for project punch-out/close-out.
4. Review Applications for Payment related to M/E/P work.
5. Perform a substantial completion inspection of the M/E/P work
6. Perform final completion inspection of the M/E/P work.
7. Review of close-out documents, test/balance reports, and O&M manuals.

Our fee for the work as outlined above would be for the following lump sum amounts:

Schematic Design Phase	Ten Percent (10%)	Nine Thousand Five Hundred Dollars (\$9,500.00)
Design Development Phase	Fifteen Percent (15%)	Fourteen Thousand Two Hundred Fifty Dollars (\$14,250.00)
Construction Document Phase	Sixty Percent (60%)	Fifty-Seven Thousand Dollars (\$57,000.00)
Bidding and Negotiation Phase	Two Percent (2%)	One Thousand Nine Hundred Dollars (\$1,900.00)
Contract Administration Phase	Thirteen Percent (13%)	Twelve Thousand Three Hundred Fifty Dollars (\$12,350.00)
<b>Total Lump Sum Fee</b>	<b>One Hundred Percent (100%)</b>	<b>Ninety-Five Thousand Dollars (\$95,000.00)</b>

In addition to our above fee, we would be reimbursed for direct out-of-pocket expenses plus 10%, for expenses such as travel, outside reproductions, overnight/messenger deliveries, include in-house printing per drawing at \$0.60 each for 18 x 24, \$1.20 each for 24 x 36, \$1.75 each for 30 x 42, plotting at \$5.00 per Plot, 8-1/2 x 11 copy-work at \$0.10 per copy, and 11 x 17 copy-work at \$0.15 per copy. We estimate our reimbursables would not exceed **\$1,500.00**. If we approach this estimated fee, we would advise you of any expected additional cost and obtain approval before proceeding.

If the basic services covered by this Agreement have not been completed within eighteen (18) months of the date hereof, through no fault of the consultant for this part of the project, extension of the consultant services beyond that time shall be considered additional services and Gipe Associates, Inc. shall be compensated based on the hourly rates listed under extra services.

The following items are exclusions or clarifications of the M/E/P scope of services. If it is determined that any of the following exclusions or clarifications are needed or desired, then the design of the same shall be treated as additional services and shall either be billed at a mutually agreed upon lump sum or on a flat hourly basis at the following billing rates which include personnel salaries, overhead and profit. In addition, we would be reimbursed for direct out-of-pocket expenses.

<i>Role</i>	<i>Rate</i>
Principals	\$265.00/hour
Project Managers	\$175.00/hour
Project Engineers	\$125.00/hour
Design Engineers	\$90.00/hour
Clerical	\$75.00/hour

A. Design and Contract Administration Services beyond the following limits:

1. Up to two (2) reviews of each Shop Drawing, Product Data item.

2. Up to one (1) inspection for Mechanical/Electrical portions of the Work to determine whether such portions of the work are substantially complete in accordance with the requirements of the Contract Documents.
  3. Up to one (1) inspection for Mechanical/Electrical portions of the Work to determine final completion.
- B. Hazardous Materials:  
The Engineer shall not be responsible for any known or unknown hazardous materials, asbestos, on or under the existing site including underground tank identification and removal, or environmentally related deficiencies in the building related to existing excess moisture. If hazardous materials, underground tanks, asbestos, or environmental deficiencies are encountered, no part of its examination, removal or confinement shall fall within the services of this Contract. Owner shall defer to the services of a hazardous material, underground tanks specialist and/or industrial hygienist if needed. If Engineer knows or learns of hazardous materials, underground tanks, or environmentally related deficiencies on-site, he will notify Owner of such materials.
- C. Fire Pumps/Fire Protection:  
The scope of services shall include the design of a fire pump and ground suction fire storage tank system.
- D. Lighting Design:  
The scope of services shall include the design of lighting systems, including luminaire selection, lighting calculations, lighting controls, etc.
- E. Site Lighting Design:  
The scope of services shall include the design of site lighting systems, including luminaire selection, lighting calculations, pole base design, etc.
- F. Emergency/Standby Generators:  
The scope of services shall include the design of an emergency/standby power supply system comprised of one (1) generator and associated transfer switches, panelboards, wiring, etc. to support life safety systems (e.g., egress/exit lighting, fire alarm) and minimal standby systems (e.g. access control, communications). This does not include design requirements for the building being utilized as an emergency shelter or disaster relief area, in which case the generator system design will be subject to the requirements of County, State, and/or Federal authorities having jurisdiction. If it is determined that the generator system will need to support emergency shelter operations, the design of the same shall be treated as additional services and shall be billed hourly. This does not include design requirements for multiple generators or load shedding applications, in which case paralleling switchgear and/or load shedding relays and associated control equipment would be required. If it is determined that multiple generators and/or load shedding is required or desired, the design of the same shall be treated as additional services and shall be billed hourly.
- G. Uninterruptable Power Supply Systems (UPS):



The scope of services shall not include the design of an uninterruptable power supply system (UPS).

- H. The scope of services includes extending utilities to three (3) feet outside the foundation walls. Extension beyond the three (3) feet perimeter shall be done by the Civil Engineer.
- I. Communications Systems:  
Telephone, data, cable television, and similar communications systems design is included in our scope of services.
- J. Audio/Video Systems:  
Audio and video systems design is included in our scope of services.
- K. Bi-Directional Antenna Systems:  
Bi-Directional Antenna systems design is not included in our scope of services and shall be provided the Owner. Gipe Associates, Inc. will coordinate locations of outlet boxes, conduits, etc. and will provide electrical power for Bi-Directional Antenna equipment as directed by the Owner. Equipment cut sheets and requirements shall be provided to Gipe Associates, Inc. in a timely manner.
- L. Access Control, Intrusion Detection, and Video Surveillance Systems:  
Access control, intrusion detection, and video surveillance systems design is included in our scope of services.
- M. Fire Alarm Systems:  
Fire Alarm system design is included in our scope of services.
- N. Solar Photovoltaic Systems:  
Solar Photovoltaic system design is included in our scope of services. It is our understanding that this will be designed and bid as an Alternate.
- O. Daylighting Calculations:  
Daylighting calculations are not included in our scope of services.
- P. Underground Utility Locating:  
Underground Utility locating is not included in our scope of services. All underground utilities shall be located by the Civil Engineer. Utility locations shall be provided to Gipe Associates, Inc. in a timely manner.
- Q. Utility Service Applications:  
We include design coordination with the utilities for gas, electric, and telecommunications services including submitting the initial service applications for said services during design. We are not responsible for the utility's lack of response or delayed response to service requests or costs associated with any of their delays in responding in a timely fashion. Once the project goes to construction, it is the Contractor's responsibly, not Gipe Associates', to follow-up with the utility companies to coordinate the timely installation of said utilities.

- R. **Lawn Irrigation Systems:**  
The scope of services does not include the design of any type of lawn irrigation system. Lawn irrigation systems shall be designed by the Civil Engineer or others.
- S. **Flow Test:**  
Any project requiring plumbing or fire protection will necessitate the need for a hydrant flow test to determine sufficiency of existing water supply where the facility is served by a municipal water system. The cost for obtaining a flow test is not included in our scope of services. The Owner shall arrange and pay for a flow test at the schematic phase of the project and forward the test results to Engineer for our use in evaluating the water supply.
- T. **Water Meters:**  
The scope of services does not include the design or specification of a building water meter which shall be the responsibility of the Civil Engineer.
- U. **Phasing:**  
The Engineer's scope of services includes the quantity of inspections. Should the project require phasing necessitating the need for multiple substantial completion and final completion inspections, the Owner shall compensate the Engineer hourly.
- V. **Substitutions:**  
The review of Contractor initiated and proposed substitutions during the Bidding Phase or Contract Administration Phase shall not be included in Engineer's basic services. Should the Owner request in writing that the Engineer review a proposed substitution, then the Engineer shall be compensated hourly in accordance with the rates as set forth. Engineer shall record time required by Engineer and Engineer's consultants in evaluating substitution proposed or submitted by Contractor. The Supplementary Conditions, if prepared by the Engineer, shall require the Contractor to reimburse Owner for Engineering and Engineer's consultants for evaluating such proposed substituted item.
- W. **Life Cycle Cost Analysis:**  
Due to the size and scope of this project, Life Cycle Cost Analysis shall not be performed related to Mechanical, Electrical system selection.
- X. **Future Additions:**  
The Engineer's scope of services does not include the design of mechanical, electrical, or plumbing system design for future additions unless otherwise agreed upon in writing. We will include calculations and design for the fire protection source for the future fire fighter's facility.
- Y. **Commissioning:**  
The basic service does not include commissioning. However, we will provide commissioning specifications.
- Z. **LEED Exclusion:**

The LEED Green Building Rating System, Version 4.0, Leadership in Energy and Environment Design, published by the US Green Building Council will be excluded from this design. Should the Owner desire to pursue "Green Building Design", then Gipe Associates, Inc. reserves the right to renegotiate our fee.

- AA. Tax/Utility Rebate Assistance:  
Gipe Associates, Inc.'s basic fee does not include providing assistance in obtaining tax credits or utility rebates.
- BB. Energy Modeling:  
Energy Modeling is not included in our scope of services.
- CC. BIM:  
Building Information Modeling (BIM) is not included in Gipe Associates, Inc.'s Basic fee.
- DD. Cost Estimating:  
Cost estimating is included in Gipe Associates, Inc.'s scope of services or fee.
- EE. Conformed Set:  
Gipe Associates Inc.'s basic fee does not include providing a conformed set of documents. A conformed set generally consists of an update of the bid set documents to include all addendums and/or value engineering items.
- FF. Record Drawings:  
The drawing of Record Drawings is included in Gipe Associates, Inc.'s scope of services and fee. Preparation of record drawings shall be based on Contractor's red-line markups. Upon completion of the construction, we shall compile for, and deliver to, the Owner a set of Record Drawings conforming to the construction records of the Contractor as provided to us. This set of documents shall consist of corrected plans showing the reported location of the Work. The information submitted by the Contractor and incorporated by us into the Record Drawings will be assumed to be reliable, and Gipe Associates will not be responsible for the accuracy of this information, nor the any errors or omissions which may appear in the Record Drawings as a result. We will deliver these drawings in AutoCAD (.dwg) format and PDF format via electronic file transfer and/or electronic media, e.g., USB flash drive.
- GG. Front End/Bidding Documents:  
The responsibility for overall project coordination, preparation of bidding requirements, preparation of General Conditions, Supplemental Conditions, bid forms, etc. and preparation of Division 01 shall be the responsibility of the Architect.

Fees would be due and payable monthly based on our invoices showing the percentage of work completed. Gipe Associates, Inc. reserves the right to stop work on this project if payment is not received within 45 days of billing. Payments not received within 45 days of invoice date would be subject to an additional charge of 1 ½ percent per month (18% per annum).

Additional site visits during the construction phase and punch-out/close-out would be performed on call and at the rate of \$500.00 per person per trip, plus reimbursable expenses.

The following services are not included in the above fees:

- Design related to the future Phase 2B storage spaces.
- Design related to the future Phase 2A training facility.
- Design related to vehicle maintenance.
- Preliminary studies, reports or feasibility analysis.
- Reproduction of plans, specifications, or other contract documents for review or for bidding purposes unless covered under reimbursable expenses.
- Extensive on-site Contract Administration.
- Preparation of Operation and Maintenance Manuals.
- Treatment of Hazardous Materials.
- Participation in Value Engineering.
- Destructive investigations and investigations of hidden conditions.
- Investigations in hazardous areas or confined spaces.
- Extensive survey and verification of as-built conditions.
- Commissioning of equipment and systems.
- LEED Design and Analysis
- Life Cycle Cost Analysis
- Energy Modeling and Budgeting
- Utility locating services.

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 Associates, Inc. attorneys' fees in an amount equal to 20% of the amount due, whether or not litigation is commenced and court costs.

Ownership of plans, maps, drawings and all other documents, including original drawings, field notes and data are to remain the property of Gipe Associates, Inc. as instruments of service. Upon payment of all services billed, the Owner may at his expense obtain a set of reproducible record prints and drawings and

copies of other documents in consideration of which the Owner will use them solely in connection with this project and no other project.

Neither this contract nor any rights or duties hereunder may be assigned or delegated to any other person or entity without the express written consent of Gipe Associates, Inc.

We appreciate the opportunity of submitting this proposal. If these terms are agreeable, please sign and return one copy for our files.

Sincerely,

GIPE ASSOCIATES, INC.

DAVIS, BOWEN, AND FRIEDEL, INC.



David R. Hoffman, P.E., LEED AP  
President

Accepted: \_\_\_\_\_

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

DRH/pvm

Enclosure: Revised Schematic Architectural Drawings A1R and A2R dated 03/10/2023

**DAVIS, BOWEN & FRIEDEL, INC. ("DBF")**  
**SCHEDULE OF RATES AND GENERAL CONDITIONS**  
 SCHEDULE NO. 48A  
 Effective January 1, 2023

**ITEM 12**

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
<b>Principal</b>	<b>\$190.00</b>
<b>Senior Architect, Sr. Landscape Architect, Sr. Engineer, Sr. Surveyor</b>	<b>\$160.00</b>
<b>Architect, Landscape Architect, Engineer, Surveyor</b>	<b>\$130.00</b>
<b>Senior Manager: Architecture, Landscape Architecture, Engineering, Surveying</b>	<b>\$145.00</b>
<b>Manager: Architecture, Landscape Architecture, Engineering, Surveying</b>	<b>\$115.00</b>
<b>Senior Environmental Specialist</b>	<b>\$140.00</b>
<b>Construction Administrator</b>	<b>\$130.00</b>
<b>Senior Designer</b>	<b>\$120.00</b>
<b>Designer</b>	<b>\$110.00</b>
<b>GIS Specialist</b>	<b>\$120.00</b>
<b>Computer Graphics Designer</b>	<b>\$100.00</b>
<b>CAD I</b>	<b>\$95.00</b>
<b>CAD II</b>	<b>\$85.00</b>
<b>1 Person Survey Crew</b>	<b>\$115.00</b>
<b>2 Person Survey Crew</b>	<b>\$150.00</b>
<b>3 Person Survey Crew &amp; UAV Crew (Excluding Equipment Charge)</b>	<b>\$190.00</b>
<b>Resident Project Representative</b>	<b>\$85.00</b>
<b>Computer Administrator</b>	<b>\$100.00</b>
<b>Administrative Support</b>	<b>\$60.00</b>
<b>Travel</b>	<b>\$0.55/mile</b>
<b>Direct Expense</b>	<b>Cost + 10%</b>
<b>UAV Equipment Charge</b>	<b>\$100/mission</b>
<b>Prints (In-house Reproduction)</b>	<b>\$2.50/sheet</b>
<b>Overtime</b>	<b>(1.5xHourly Rate)</b>
<b>24x36 Mounted Prints</b>	<b>\$90 (First Board)/ \$40 (Additional Boards from the Same Order)</b>

**GENERAL CONDITIONS**

**INVOICES & PAYMENT**

Invoices are sent monthly or sooner if project is complete. Payment Terms: Net 30 days of invoice date. Any invoice not paid within 30 days shall bear interest at 1.0% per month (12% annually). If required to engage legal counsel to collect an overdue invoice, DBF shall be entitled to also recover its costs of collection, including counsel fees and expenses. DBF reserves the right to adjust its schedule of rates annually. Any such adjustments will be effective within 30 days after written notification to the client.

**TERMINATION OF CONTRACT**

Client may terminate this agreement upon seven days' prior written notice to DBF for convenience or cause. DBF may terminate this agreement for cause upon seven days' prior written notice to client. Failure of client to pay invoices when due shall be cause for immediate suspension and ultimate termination of services, at DBF's sole discretion. This agreement may be terminated by either party for any reason with 30 days advance notice.

**LIMITATION OF LIABILITY**

Client agrees to limit DBF's liability related to any errors or omissions to a sum that shall not exceed the total professional fee for the project.

**INDEMNIFICATION**

Client and DBF each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, not including attorney's fees caused by the other's negligence. To the extent such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of client and DBF, the same shall be borne by each party in proportion to its negligence. This shall in no way affect the limitation of DBF's liability expressed in the preceding paragraph.

**FORCE MAJEURE**

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

**CONSTRUCTION PHASE SERVICES**

If this agreement provides for any construction phase services by DBF, it is understood that the contractor, not DBF, is solely responsible for the construction of the project, and that DBF shall not be responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the contractor, its subcontractors or suppliers.

\\ATLAS\sa\ADMIN\FORMS\DoNotDelete\Rates\SCHEDULE OF RATES AND GC NO. 48A Municipal\_021023 - updatd GC.doc

**OWNERSHIP OF DOCUMENTS**

All documents prepared or furnished by DBF pursuant to this agreement, including electronic media, are instruments of DBF's professional service, and DBF shall retain an ownership and property interest therein. DBF grants client, during the period of DBF's service, a license to use such documents for the purpose of constructing, occupying, and maintaining the project. Reuse or modification of any such documents by client or client's agents, without DBF's written permission, shall be at client's sole risk; and client agrees to indemnify and hold DBF harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by client or by others acting through or with the consent of client.

**USE OF DIGITAL MEDIA**

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by DBF. Files in digital media format or text, data, graphic or other types that are furnished by DBF to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. AutoCAD, or other similar files in dwg. format, will be made available to Users only at the discretion of DBF and only following mutual acceptance of the Digital Media Release Agreement prepared by DBF. DBF reserves the right to separately charge a fee for the release of selected files.

**SUCCESSORS & ASSIGNS**

The client and DBF bind themselves, their partners, successors, assigns and legal representatives to the other party to this agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this agreement. Neither party shall assign, sublet, or transfer any interest in this agreement without the written consent of the other.

**MISCELLANEOUS PROVISIONS**

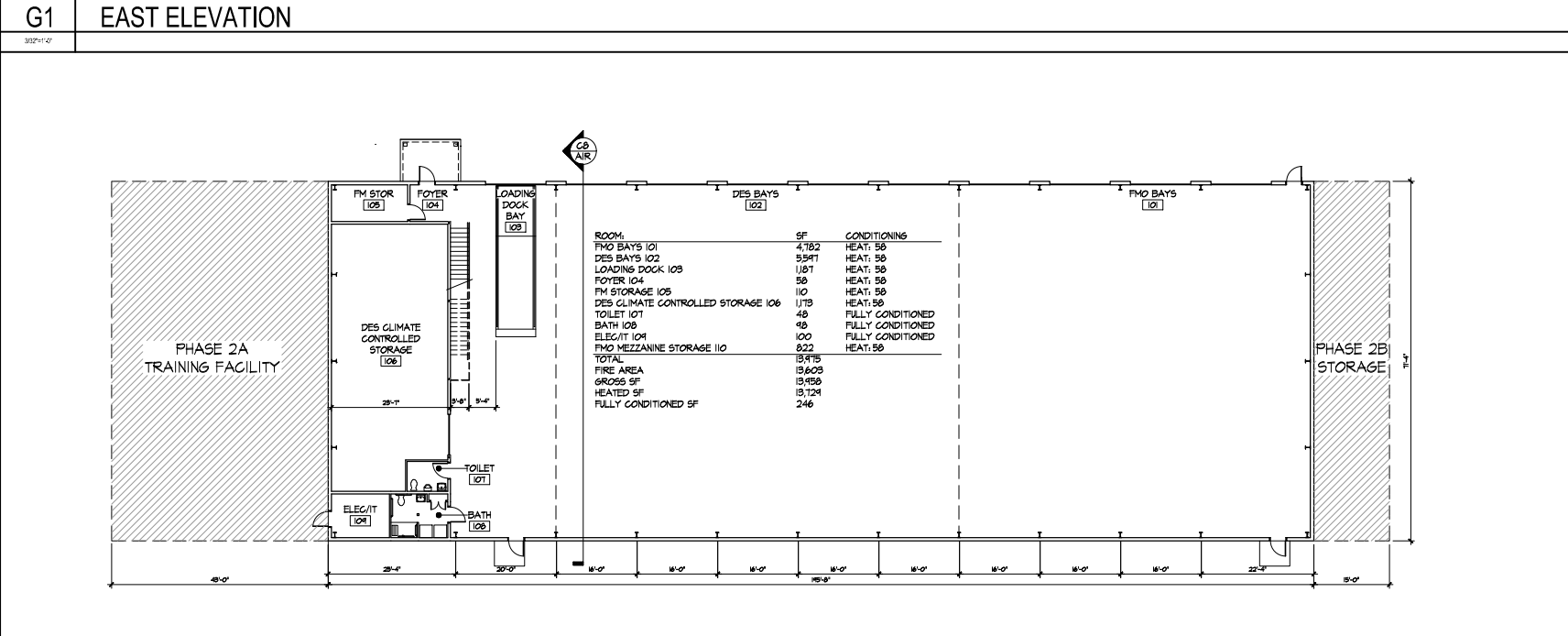
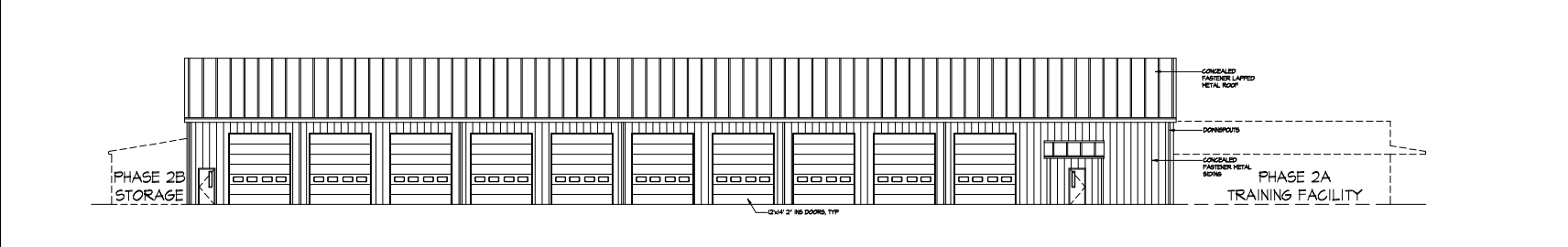
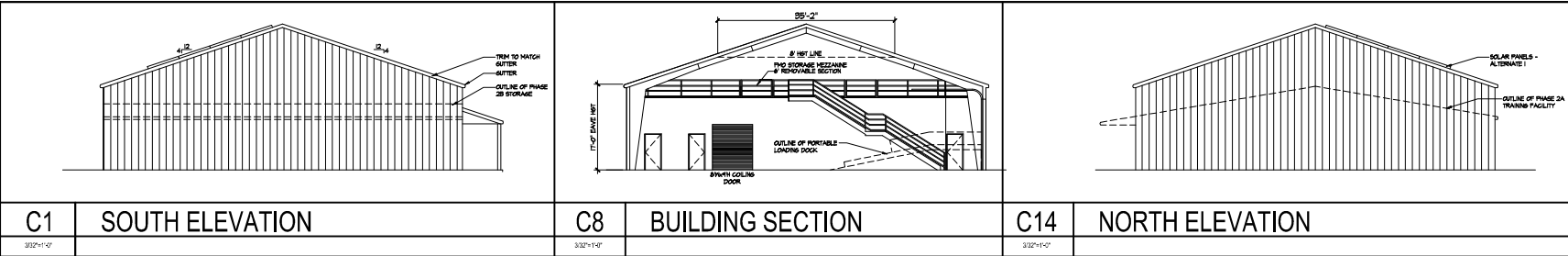
Unless otherwise specified, this agreement shall be governed by laws of the State in which the work is performed, and the courts of such State shall have exclusive jurisdiction over any disputes hereunder. If this schedule is incorporated or referenced in an agreement with client, the terms of this schedule shall prevail in the event of any conflict with the terms of such agreement.

**REIMBURSABLE EXPENSES**

Other expenses known as direct expenses incurred in the interest of the project (including travel, toll communications, postage, delivery, photographs, subcontract engineering, testing or other consultants, renderings, models, etc.) will be billed monthly at DBF's actual cost plus ten percent.

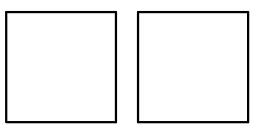


General Notes:



**01 FLOOR PLAN W/ PROGRAM SPACE SF CALCULATIONS**

Consultant



Revision	
1	3/10/2023

Project  
**VEHICLE STORAGE FACILITY**  
WORCESTER COUNTY, MARYLAND

Sheet Title: SCHEMATIC DESIGN FLOOR PLAN, ELEVATIONS, BLDG SEC

Project No: **00882044.A01** Scale: **AS NOTED** Sheet No.:  
 Drawn By: **CULLEN** Date: **2/1/2023**



**A1R**

# ITEM 12

## Attachment C

LSF Building @ Central Site Lane 13958 1 Story				Existing Site Parking, Stormwater			Project Total	
DBF or Contractor Estimates Area Based or fixed Estimates	Building		%	Site Development			13958	GSF
	13958	GSF		1.5	Acre	%	13958	GSF
Divison	Cost	\$/SF		Cost	\$/Acre	%	Cost	\$/SF
<u>Construction Work</u>								
1 Finished Cond Space - DBF Est (246 SF)	\$ 49,200.00	200	2.53	\$ -	0	0.00	\$ 49,200.00	200.00
2 Unfinished Heated Space - DBF Est (13712 SF)	\$ 1,371,200.00	100	70.55	\$ -	0	0.00	\$ 1,371,200.00	100.00
3 Tank and Pump Building - DBF	\$ 250,000.00		12.86	\$ -		0.00	\$ 250,000.00	
4 Genset - DBF	\$ 96,000.00	0	4.94	\$ -		0.00	\$ 96,000.00	0.00
5 Integrated Automation	\$ 25,000.00	fix	1.29	\$ -		0.00	\$ 25,000.00	
6 Electrical Utility	\$ -	0	0.00	\$ 22,500.00	15000	5.57	\$ 22,500.00	1.61
7 Communications/IT	\$ 37,200.00	IT	1.91	\$ -		0.00	\$ 37,200.00	
8 Electronic Safety & Security	\$ 115,000.00		5.92	\$ -		0.00	\$ 115,000.00	
9 Exterior Site Improvements (DBF Est)	\$ -		0.00	\$ 371,335.00	0	91.95	\$ 371,335.00	26.60
10 Site utilities (Sanitary & Water)	\$ -		0.00	\$ 10,000.00	10000	2.48	\$ 10,000.00	0.72
Subtotal Cost of Work	\$ 1,943,600.00	\$ 139.25	100	\$ 403,835.00	25000	100	\$ 2,347,435.00	\$ 168.18
		Base Bldg \$/SF						Base Bldg + Site \$/SF
<u>General Contractor Services</u>								
1 Preconstruction Services	\$ -	0.00	0.00	\$ -	0.00	0	\$ -	0.00
2 Design Contingency	\$ 117,371.75	8.41	5.00	\$ 8,076.70	5384.47	2	\$ 125,448.45	8.79
3 Construction Contingency	\$ 117,371.75	8.41	5.00	\$ 20,191.75	13461.17	5	\$ 137,563.50	9.37
4 General Conditions (Div 1)	\$ -	0.00	0.00	\$ -	0.00		\$ -	0.00
5 Bond and Insurance	\$ 23,474.35	1.68	1.00	\$ 4,038.35	2692.23	1	\$ 27,512.70	1.87
6 CM Fee	\$ -	0.00	0.00	\$ -	0.00	0	\$ -	0.00
Subtotal Construction	\$ 2,201,817.85	157.75		\$ 436,141.80	290761.20		\$ 2,637,959.65	188.221143
	\$ 2,201,817.85	Bldg \$/SF						Bldg+ Site \$/SF
<u>Owners Costs</u>								
1 Schematic Prelim Design	\$ 19,500.00	DBF contract					\$ 19,500.00	
2 Furnishings & AV	\$ 60,000.00	fix					\$ 60,000.00	
3 Permitting Fees + EDU	\$ 14,734.00	fix					\$ 14,734.00	
4 Moving Expenses & Temp Office	\$ -						\$ -	
5 Architect/Engineer Fees Est	\$ 251,500.00	DBF proposal	8				\$ 251,500.00	
6 Testing & Inspection Costs	\$ 20,000.00	geotech \$9k	fix				\$ 20,000.00	
7 Forest Conservation	\$ 25,000.00						\$ 25,000.00	
8 Legal + Insurance	\$ -						\$ -	
9 Owner Contingency	\$ 135,933.45		5				\$ 135,933.45	
10 Escalation	\$ 46,948.70		2				\$ 46,948.70	
Subtotal Owners Costs	\$ 573,616.15						\$ 573,616.15	
<b>GRAND TOTAL PROJECT COST</b>	<b>\$ 2,775,434.00</b>	<b>157.7459414</b>		<b>\$ 436,141.80</b>	<b>290761.2</b>		<b>\$ 3,211,575.80</b>	
Total Contingency	\$ 398,945.40		14%					
Project Budget	\$ 3,300,000.00							





DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

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

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer  
FROM: Jennifer K. Keener, AICP, Director *JKK*  
DATE: May 3, 2023  
RE: Proposed Private Lane Names – Shore Point Cottage Court

\*\*\*\*\*

Attached please find a memo from Kelly Henry, Technical Services Manager, relative to a request to name the internal travelways within the proposed hotel/motel development known as Shore Point Cottage Court. The development consists of 52 individual transient hotel units/ cottages on multiple internal lanes. We are requesting your approval of the private lane names so that we may assign the addresses to the units within this development which are currently under review for permitting.

The following lane names have been suggested:

- Adrift Lane
- Ashore Lane
- Shore Point Lane or Shore Point Cottage Lane

As Mrs. Henry noted in the attached memo, there is Shore Point Drive and Shore Point Mews in Ocean City. She finds that there is enough distinction to prevent confusion for first responders, but has listed an alternative name in the event that the County Commissioners prefer to further differentiate the lane name.

I have taken the liberty of drafting the attached resolution that can be modified to reflect either name selection. An electronic copy will be sent to your office as well. As always, I will be available to discuss this matter with you and the County Commissioners at your convenience.

Attachment

- cc: Roscoe Leslie, County Attorney  
 Billy Birch, Director, Dept. of Emergency Services  
 Kevin Lynch, Roads Superintendent, Dept. of Public Works  
 Kelly Henry, Technical Services Manager  
 Steve Engel, Vista Design, Inc.  
 Steve Kremer, Blue Water Development Corp.

## RESOLUTION NO. 23-\_\_\_

**RESOLUTION NAMING PRIVATE LANES  
 OFF OF STEPHEN DECATUR HIGHWAY (MD ROUTE 611)  
 IN BERLIN AS  
 ADRIFT LANE, ASHORE LANE  
 AND  
 SHORE POINT COTTAGE LANE**

WHEREAS, the Worcester County Commissioners have adopted an Inventory of Public Roads of Worcester County in accordance with § PW 1-202 of the Code of Public Local Laws of Worcester County, Maryland; and

WHEREAS, in accordance with the provisions of § PS 6-101(e) of the Code of Public Local Laws of Worcester County, Maryland, the Worcester County Commissioners are to name all private lanes which have three or more inhabitable structures, including houses, mobile homes, businesses or other structures, selecting a name which is not the same or similar to another private lane or a public road listed in the Inventory of Public Roads of Worcester County, Maryland; and

WHEREAS, the County Commissioners have received a request to name the internal travelways within the hotel cottage court development known as Shore Point Cottage Court and off of Stephen Decatur Highway (MD Route 611) as private lanes; and

WHEREAS, the applicant has suggested that Adrift Lane, Ashore Lane, and Shore Point Cottage Lane are appropriate names which are not the same or similar to another private lane name or public road name in the Inventory of Public Roads of Worcester County, Maryland.

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. The private lanes known as Adrift Lane, Ashore Lane, and Shore Point Cottage Lane located on the westerly side of Stephen Decatur Highway (MD Route 611) in Berlin in the Tenth Tax District of Worcester County, Maryland as shown on Worcester County Tax Map 26, Parcel 424 are hereby named **Adrift Lane, Ashore Lane, and Shore Point Cottage Lane**, for which a sign will be erected by the Roads Division of the Worcester County Department of Public Works.

Section 2. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023. This Resolution shall be effective immediately.



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

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

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

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

TO: Jennifer K. Keener; Director  
FROM: Kelly L. Henry, Technical Services Division Manager  
DATE: May 3, 2023  
RE: Request to Approve Names for Private Lanes – “Shore Point Cottages”

\*\*\*\*\*

In accordance with Public Safety Article 6-101(e), the County Commissioners approve names assigned to private lanes supporting 3 or more habitable structures. After reviewing the site plan for “Shore Point Cottages” a 52-unit cottage court, I have determined from a public safety standpoint names should be assigned to the interior accessways or private lanes, and street numbers, not unit numbers, should be assigned to the individual cottages. The accessway design and unit placement is not appropriate to having one street number with 52 sub-units.

I contacted Vista Design, Inc. for suggested private lane names. I have evaluated the following: Shore Point Lane, Adrift Lane and Ashore Lane. After completing the analysis: Adrift Lane and Ashore Lane are not in conflict with existing street names. In regard to Shore Point Lane, there is a Shore Point Mews and Shore Point Drive in Ocean City. I think there is enough disconnect between names on the mainland versus on the island not to be confusing to first responders. However, in an attempt not to delay final processing of this development I would like to suggest in lieu of Shore Point Lane use Shore Point Cottage Lane which would make it more unique. Please consider the following private lane names: Shore Point Lane or Shore Point Cottage Lane, Adrift Lane and Ashore Lane.

As always, I am available to provide additional detail regarding this matter. Thank you in advance for your attention to this matter.

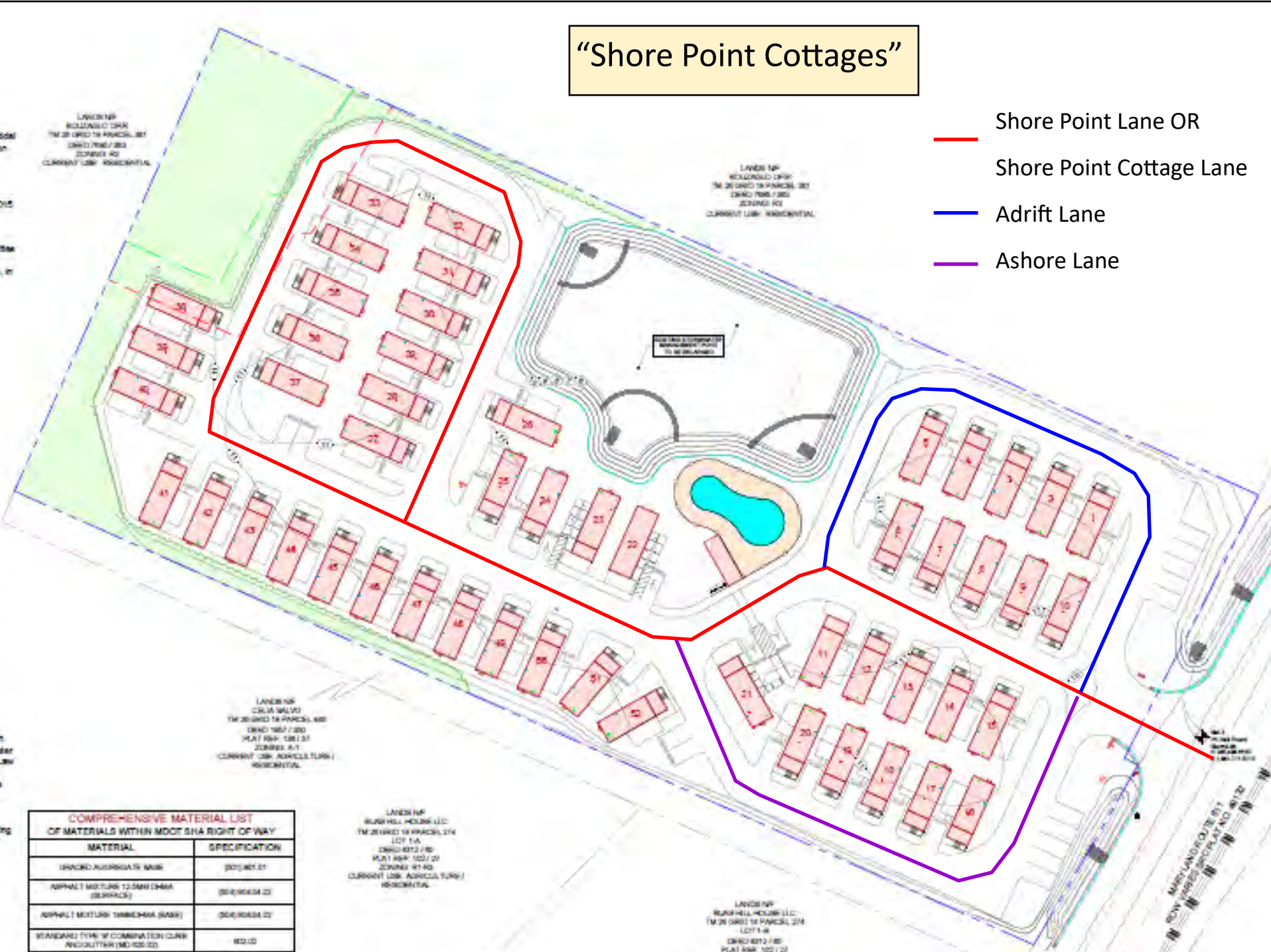
Attachments (2)

Cc

John W. Birch, Jr. Director Department of Emergency Services  
Steve Kremer, Blue Water Development Corporation  
Steve Engel, Vista Design, Inc.  
Stuart White, DRP Specialist

“Shore Point Cottages”

- Shore Point Lane OR
- Shore Point Cottage Lane
- Adrift Lane
- Ashore Lane



**COMPREHENSIVE MATERIAL LIST OF MATERIALS WITHIN MDOT SHA RIGHT OF WAY**

MATERIAL	SPECIFICATION
UNCRD AGGREGATE BASE	(DOT) 102.07
ASPHALT MIXTURE 12.5MM (CHALK CURBS)	(DOT) 102.04 (2)
ASPHALT MIXTURE 19MM (CHALK BANK)	(DOT) 102.04 (2)
STANDARD TYPE 'W' COMBINATION CURB AND GUTTER (MC 102.02)	102.02

Shore Point Lane		Adrift Lane	
Existing Road Name	Community / Town	Existing Road Name	Community / Town
Salt Point Road	Bay View Estates	There are no existing roads containing "Adrift".	
Shore Break Lane	Berlin		
Gum Point Road	Berlin	Ashore Lane	
Woodsman Point	Bishopville	Existing Road Name	Community / Town
Salt Grass Point Road	Bishopville	National Seashore Lane	South Point
North Shore Road	Captains Hill		
Drum Point Road	Captains Hill		
Deer Point Circle	Deer Point		
Ten Point Court	Deer Point		
Point View Road	Holiday Harbor		
Misty Shore Drive	Mystic Harbor		
Bayshore Drive	Ocean City		
Shore Point Drive	Ocean City		
Shore Point Mews	Ocean City		
Bayshore Court	Ocean City		
Point Lookout Road	Ocean City		
Offshore Lane	Ocean Pines		
Shore Lane	Ocean Pines		
The Point	Ocean Pines		
Long Point Court	Ocean Pines		
Alton Point	Ocean Pines		
Points Reach	Ocean Pines		
Lookout Point	Ocean Pines		
Fells Point	Ocean Pines		
South Piney Point Road	Piney Point		
Shore Line Lane	Pocomoke		
Hickory Point Road	Pocomoke		
Silver Point Road	Silver Point		
National Seashore Lane	South Point		
South Point Road	South Point		
Hammock Point Road	South Point		
Rum Point Lane	South Point		
Terrapin Point Road	South Point		
Keyser Point Road	West Ocean City		



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

## Worcester County

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

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

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

### MEMORANDUM

To: Weston S. Young, P.E., Chief Administrative Officer  
From: Jennifer K. Keener, AICP, Director <sup>JKK</sup>  
Date: May 9, 2023  
Re: Planning Commission Recommendation – Add a new subsection §ZS 1-211(b)(26) –  
Multi-family Dwelling Units in the C-3 Highway Commercial District

On May 4, 2023, the Planning Commission reviewed the proposed text amendment submitted by Mr. Mark Cropper to add a principal permitted use to the C-3 Highway Commercial District to allow multi-family dwelling units as an accessory use to a commercial development. Specifically, the request will require that at least sixty-five percent (65%) or more of the net lot area for a given parcel be developed with a commercial use or structure permitted in the C-3 District. Following the discussion, the board gave a unanimous favorable recommendation, subject to the inclusion of a provision for a minimum of 15% open space based upon the net lot area of the multi-family use. A copy of the draft bill is attached for your consideration.

At this time, I am requesting that the item be scheduled for the County Commissioner's consideration for introduction at an upcoming meeting. If at least one County Commissioner introduces the amendment as a bill, then a public hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

#### PLANNING COMMISSION DISCUSSION

Mr. Mark Cropper and Jeffrey Harman, P.E., Becker Morgan Group, were present for the review. Mr. Cropper explained the history of the C-3 Highway Commercial District, with its origination in the 2006 Comprehensive Plan, and formal inclusion in the 2009 Zoning and Subdivision Control Article. He noted that there is only one area in the county, and only five properties in total, with this zoning designation. At the time the new zoning code went into effect, developments such as Ocean Landings I (Walmart) and Home Depot were already constructed, and Ocean Landings II was in the development approval phase. Therefore, in 2009 there were only three vacant C-3 zoned properties remaining, and they continue to remain undeveloped in 2023.

At the time of the creation of the C-3 Highway Commercial District, it was thought that big box retail stores were going to be favored, and the county wanted to limit the location of these establishments. Mr. Cropper stated that history has since proven this to be untrue, otherwise such stores would have been built already. However, there is a need for high density, multi-family housing that doesn't presently exist. The intent is not to change the zoning classification, as intense commercial

development is appropriate there, but to understand and accept the changes and evolution of retail development.

Mr. Cropper added that another factor to consider was existing infrastructure. The expansion of the Riddle Farm wastewater treatment plant was intended to facilitate additional development in the corridor. Prior to the expansion, the only way to develop a project was to build a septic system or their own package plant. Ocean Landings I and II have connected, but the expansion has not spurred further C-3 District development.

In addition, the existing road infrastructure can serve both the high density residential and high intensity commercial land uses. Mr. Cropper discussed the service road and US Route 50 road improvements. He also referenced the proximity of developments such as the White Marlin Mall and Ocean City Outlets to nearby townhouse developments in West Ocean City. Mr. Cropper noted that those residential units were not on the market long. In sum, combining high intensity commercial and high density residential uses are appropriate when you have the available infrastructure.

Mr. Cropper stated that this amendment would require at least 65% of the net lot acreage to be developed with appropriate C-3 District uses as the principal use. If that were done, then the balance could be a high-density multi-family residential development as an accessory use, not to exceed 35% of the net lot acreage. Both uses could be built at the same time, but the commercial use must be completed first before a Certificate of Use and Occupancy is issued to the accessory residential use.

In response to questions from the Planning Commission, Mr. Cropper explained that a residential component is allowed as a permitted use now, but with a limit on the amount of square footage allowed to be developed as a residential unit(s). The proposed amendment will give a developer another option, but is not a requirement. Mr. Cropper stated that if the county allowed residential uses to be integrated with the most intense commercial uses, then this is the most appropriate location for higher density provisions at 10 units per net acre.

In response to a statement made about the potential for rezoning application submissions to C-3 Highway Commercial District, Mr. Cropper stated that it is highly unlikely that any C-1 Neighborhood Commercial or C-2 General Commercial District properties would be rezoned to the C-3 District. He noted that there was abundant language in Comprehensive Plan about the location for high intensity commercial development, and essentially the only location will be in the existing corridor.

Several Planning Commission members raised concerns about a lack of open space. Developments such as Oceans East that were identified as high-density development have open space and landscaping requirements which are attractive. Property owners and tenants have a right to common areas, and while a developer may be likely to put in some open space for attractiveness and curb appeal, it was not stipulated as a requirement in the draft language. Mr. Cropper stated that a potential tenant will know that when they buy or rent a unit, that the open space doesn't exist.

Overall, the Planning Commission found that the concept of high-density residential uses in this zoning district was a positive, as there is a need for well-built residential construction to assist with affordability and the supply of housing. However, while there does not need to be as much open space

as a full residential development, it was felt by some members that there should be some required for a project.

Following the discussion, a motion was made by Mrs. Wimbrow to provide a favorable recommendation on the text amendment, provided that it include a minimum of 15% of the area dedicated to residential uses as open space. Mr. Wells seconded the motion, and the motion carried unanimously.

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

cc: Mark Cropper, attorney for the applicant  
Matt Laick, Deputy Director  
Kristen Tremblay, Zoning Administrator  
Roscoe Leslie, County Attorney  
file



PLANNING COMMISSION RECOMMENDATION

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 23-\_\_\_

BY:

INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Multi-family dwelling units in the C-3 Highway Commercial District

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

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

- (26) Multi-family dwelling units as an accessory use to an established commercial structure or use of land if sixty-five percent or more of the net lot area of the parcel is improved with uses permitted in the C-3 Highway Commercial District. Minimum lot requirements for the multi-family dwelling units shall be: lot area, twelve thousand square feet [see § ZS 1-305(l) hereof]; maximum density, ten units per net acre; lot width, eighty feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, six feet; and rear yard setback, twenty feet; minimum open space provided, fifteen percent of the net lot area; and subject to the provisions of § ZS 1-325 hereof.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

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

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

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

MEMORANDUM

To: Worcester County Planning Commission  
From: Jennifer Keener, AICP, Director *JKM*  
Date: April 24, 2023  
Re: Text Amendment Application – Add a new subsection §ZS 1-211(b)(26) – Multi-family Dwelling Units in the C-3 Highway Commercial District

\*\*\*\*\*

Mark Cropper has submitted a text amendment application to add a principal permitted use to the C-3 Highway Commercial District to allow multi-family dwelling units as an accessory use to a commercial development. Specifically, the request will require that at least sixty-five percent (65%) or more of the net lot area for a given parcel be developed with a commercial use or structure permitted in the C-3 District. A copy of the draft bill language is attached for your consideration.

As is the case with all text amendment applications, the application was distributed to staff for review and comment. The Planning Commission shall review the request and make a recommendation to the Worcester County Commissioners (favorable or unfavorable) and can make recommendations for changes to the proposed language. If at least one County Commissioner introduces the amendment as a bill, then a public hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

BACKGROUND

Currently, multi-family dwelling units are allowed in the C-3 Highway Commercial District, but they must be contained in, attached to, or part of the principal commercial structure. There are also restrictions on the total amount of square footage that may be permitted for residential units based upon the amount of commercial square footage provided. Therefore, the number of residential units is dependent upon the size of the proposed units as determined by the developer. The proposed amendment would allow the residential component to be detached from the commercial building, and there would be no specific square footage limitation. Instead, the amendment sets the threshold based upon a density of ten units per net acre of lot area dedicated to non-commercial uses (maximum of 35%). There must be at least 65% of the net lot area improved with a commercial use before the multi-family use would be permitted. As Mr. Cropper describes in his application, the intent is to provide a mixed-use development in a zoning district previously designed for “big box” retail uses.

DISCUSSION

The 2006 Comprehensive Plan encourages mixed-use community centers as a best practice in Growth Areas (Chapter 2: Land Use, Page 15, No. 6), and as an objective in commercial service centers (Chapter 4: Economy, Page 60, No. 3). In addition, the plan recommends that the zoning code ensure new development is compatible with the surrounding character of the neighborhood so that it is a physical, financial and aesthetic improvement to the community, and provide for additional development density to reduce the amount of land consumed by development (Chapter 8: Implementation, Page 95, Nos. 4 & 5). As described briefly in the background above, the 2009 Zoning Code included residential dwelling units by right or special exception in all three commercial zoning districts, provided they were attached to, or part of, the commercial building. A copy of § ZS 1-211(b)(9) is attached. The proposed amendment is not seeking to replace this subsection, but provide the developer another option to include strictly multi-family dwelling units into a project, potentially detached from the commercial structure.

The proposed amendment is limited to the C-3 Highway Commercial District. This zoning district is currently only found in one area of the county – on the southerly side of US Route 50 along Samuel Bowen Boulevard and its proposed westerly extension. The area is designated as Commercial Center on the Comprehensive Land Use Plan. In this zoning district, higher density development is already anticipated, albeit of a commercial nature. These properties have access to existing public infrastructure such as roads and sanitary services. Both the commercial and residential development would be subject to § ZS 1-325 Site plan review and Planning Commission oversight, however multi-family developments are specifically excluded from the *Design Guidelines and Standards for Commercial Uses*.

The amendment ensures that the primary use of the property is for commercial purposes and would prevent the subdivision of the respective uses by establishing a minimum percentage of land area (65% net lot area) that must be improved on a parcel with a commercial use prior to permitting multi-family dwellings as the accessory use. The net lot area would be inclusive of any commercial buildings, parking, internal travelways, stormwater management, landscaping, setbacks and other similar required features. It would exclude public and private rights-of-way, such as the service road.

Unlike a typical multi-family development or residential planned community, the proposed amendment does not stipulate that the developer is required to provide any open space or recreational amenities for the accessory residential units. This is also not required under the existing code provisions of § ZS 1-211(b)(9). A development of this nature would not be classified as a residential planned community, as the underlying zoning is strictly commercial, and not one of the residential classifications.

Lot area for residential uses would be capped at a maximum of 35% of the net lot area and ten units per net acre. Density of this degree is currently only permitted in the core of a residential planned community that is within a designated Growth Area, where residential is the primary use and commercial is the accessory use [§ ZS 1-315(f)]. Since the current residential capacity is based on a percentage to get to a square footage allowance and a developer's decision on the allocation of that square footage between any number of units, it is difficult to compare the two provisions. However, the proposed amendment has the potential to allow significantly more units.

## RECOMMENDATION

Overall, staff finds that there is a high demand for housing, especially workforce and affordable housing, and this amendment is an opportunity to increase the available stock. The construction of attached residential units in commercial districts under the existing provisions has not come to fruition on any significant scale; only a handful of these units have been built since adoption of the 2009 Zoning Code. Given the availability and cost of infrastructure needed to construct a development of this nature, a mixed-use development could be appropriate in this area, if done correctly. The development would be reviewed under the site plan review provisions of § ZS 1-325(f)(3)D, which allow the Planning Commission to impose appropriate requirements on the design of the project. Kristen Tremblay, AICP, Zoning Administrator, notes in her comments that site specific concerns can be addressed during this process.

As there is no minimum commercial building square footage required, this amendment could lead to commercial sprawl on a parcel, such as by expanding parking lots and travelways beyond that which is truly necessary for the commercial use in order to reach the 65% threshold. However, the Zoning Code does provide a threshold for the maximum amount of parking a given use may be allowed to construct, so the Planning Commission and/or County Commissioners may find that to be an appropriate limitation.

If the proposed density is an issue with the Planning Commission and/or County Commissioners, another option could be to modify the existing permitted use under § ZS 1-211(b)(9) to remove the attachment provision, and evaluate the percentage threshold to increase the ratio of residential to commercial square footages. This would ensure a greater percentage of actual commercial building square footage is constructed rather than simply relying on a net lot area calculation.

As always, I will be available at your upcoming meeting to discuss any questions or concerns that you have in regards to the proposed amendment.

cc: Roscoe Leslie, County Attorney  
Kristen Tremblay, AICP, Zoning Administrator  
file



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

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

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

**MEMORANDUM**

To: Jennifer K. Keener, AICP, Director  
From: Kristen M. Tremblay, AICP, Zoning Administrator  
Date: April 21, 2023  
Re: Zoning Ordinance Proposed Text Amendment – Add a new subsection ZS1-211(b)(26)  
– Multi-family Dwelling Units in the C-3 Highway Commercial District

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

The proposed text amendment seeks to allow multi-family dwelling units in the C-3 Highway Commercial District.

**I do not have any concerns with the proposed text amendment. Site specific concerns can be addressed during site plan review.**

Please let me know if you have any other questions.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 23-\_\_

BY:

INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Multi-family dwelling units in the C-3 Highway Commercial District

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

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

- (26) Multi-family dwelling units as an accessory use to an established commercial structure or use of land if sixty-five percent or more of the net lot area of the parcel is improved with uses permitted in the C-3 Highway Commercial District. Minimum lot requirements for the multi-family dwelling units shall be: lot area, twelve thousand square feet [see § ZS 1-305(l) hereof]; maximum density, ten units per net acre; lot width, eighty feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, six feet; and rear yard setback, twenty feet; and subject to the provisions of § ZS 1-325 hereof.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

§ ZS 1-103(b)

DWELLING, MULTI-FAMILY - A building containing three or more dwellings designed for or used exclusively for residential purposes. For purposes of this Title, a townhouse shall not be considered a multi-family dwelling.

§ ZS 1-211(b)

- (9) Single-family or multi-family dwelling units contained in, as a part of or attached to a principal commercial structure. Minimum lot requirements shall be as established for the principal commercial structure. Subject to the provisions of § ZS 1-325 hereof and to the following limitations:
- A. Where the area devoted to commercial use is ten thousand square feet or less, the total gross square footage of all residential units shall not exceed one hundred percent of the total gross square footage of the building area devoted to commercial use.
  - B. Where the area devoted to commercial use is greater than ten thousand square feet but less than fifty thousand square feet, the total gross square footage of all residential units shall not exceed fifty percent of the total gross square footage of the building area devoted to commercial use.
  - C. Where the area devoted to commercial use exceeds fifty thousand square feet, the total gross square footage of all residential units shall not exceed twenty-five percent of the total gross square footage of the building area devoted to commercial use.



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

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

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

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Roscoe Leslie, County Attorney  
Kristen Tremblay, AICP, Zoning Administrator  
From: Jennifer Keener, AICP, Director *JKK*  
Date: March 29, 2023  
Re: Text Amendment Application – Add a new subsection §ZS 1-211(b)(26) – Multi-family Dwelling Units in the C-3 Highway Commercial District

\*\*\*\*\*

Mark Cropper has submitted a text amendment application to add a principal permitted use to the C-3 Highway Commercial District to allow multi-family dwelling units. Specifically, the request will require that at least sixty-five percent (65%) or more of the net lot area for a given parcel be developed with a commercial use or structure permitted in the C-3 District. A copy of the draft bill language is attached for your consideration.

Currently, multi-family dwelling units are allowed in the C-3 Highway Commercial District, but they must be contained in, attached to, or part of the principal commercial structure. There are also restrictions on the total amount of square footage that may be permitted for residential units based upon the amount of commercial gross floor area provided, as further explained in § ZS 1-211(b)(9). The proposed amendment would allow the residential component to be detached from the commercial uses, and there would be no specific square footage limitation. Instead, the amendment sets the threshold based upon the amount of net lot area (65%) that must be improved with a commercial use before the multi-family use would be allowed, as well as a density calculation of ten units per net acre for the residential component. As Mr. Cropper describes in his application, the intent is to provide a mixed-use development in a zoning district previously designed for “big box” retail development.

I intend to present this amendment at the May 4, 2023 Planning Commission meeting. Therefore, please send any comments you may have on the application by Wednesday, April 19, 2023 so that I may finalize the staff report.

If you have questions or need additional information, please let me know.





**Worcester County Commissioners  
Worcester County Government Center  
Once West Market Street, Room 1103  
Snow Hill, MD 21863**

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

(Office Use Only - Please Do Not Write In This Space)

Date Received by Office of the County Commissioners: \_\_\_\_\_

Date Received by Development Review and Permitting: 3/23/2023

Date Reviewed by Planning Commission: 5/4/2023

I. Application – Proposals for amendments to the text of the Zoning and Subdivision Control Article may be made by any interested person who is a resident of Worcester County, a taxpayer therein, or by any governmental agency of the County. Check applicable status below.

- A. Resident of Worcester County   X
- B. Taxpayer of Worcester County   X
- C. Governmental Agency \_\_\_\_\_

(Name of Agency)

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

A. Section Number: Create new ZS 1-211(b)(26)

B. Page Number: ZS 1:II:63


C. Proposed revised text, addition or deletion:

Multi-family dwelling units provided not less than sixty-five percent (65%) of the acreage of the property being developed is improved with uses otherwise allowed in the C-3 Highway Commercial District. The acreage of the property being dedicated to local or state governments for ownership and maintenance for public roadways shall be subtracted from the total parcel area to achieve a net developable area for the purposes of calculating residential and commercial percentages. Minimum lot requirements for the multi-family dwellings shall be: lot area, twelve thousand square feet; maximum density, ten units per net acre; lot width, eighty feet; front yard setback twenty-five feet; each side yard setback, six feet; rear yard setback, twenty feet.

Date: 3/23/23

V. Signature of Attorney

Signature:



Printed Name of Applicant:

**Mark Spencer Cropper**

Mailing Address: **6200 Coastal Highway, Suite 200, Ocean City, MD 21842**

Phone Number: **(410) 723-1400**

Email: [mcropper@ajgalaw.com](mailto:mcropper@ajgalaw.com)

Date: 3/23/23

VI. General Information Relating to the Text Change Process.

- A. Applications for text amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.
  
- B. Procedure for Text Amendments – Text amendments shall be passed by the County Commissioners of Worcester County as Public Local Laws according to legally required procedures, with the following additional requirements. Any proposed amendment shall first be referred to the Planning Commission for recommendation. The Planning Commission shall make a recommendation within a reasonable time after receipt of the proposed amendment. After receipt of the recommendation of the Planning Commission, the County Commissioners shall hold at least one public hearing in relation to the proposed amendment, at which parties and interested citizens shall have an opportunity to be heard. At least fifteen (15) days notice of the time and place of such hearing and the nature of the proposed amendment shall be published in an official paper or a paper of general circulation in Worcester County. IN the event no County Commissioner is willing to introduce the proposed amendment as a bill, it will not be considered.

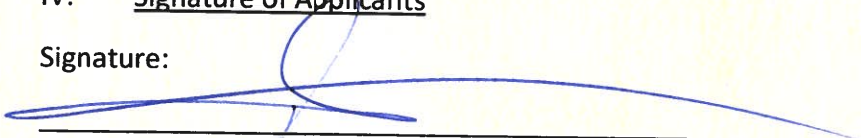
III. Reasons for Requesting Text Change.

A. Please list reasons or other information as to why the proposed text change is necessary and therefore requested:

There exists a shortage of affordable multi-family housing in Worcester County. Recently, "mixed use" projects that combine residential and commercial uses on the same or adjoining properties has gained in popularity. Also, when the C-3 Highway Commercial District was created, several properties received that zoning classification with the adoption of the most recent Comprehensive Zoning Map. It was then believed that "big box" retailers defined the future of large-scale commercial projects. History has proven otherwise. With advances in technology and concerns resulting from COVID-19, many people now prefer to shop online or frequent smaller sized commercial units as opposed to big-box retailers such as Walmart, Ikea, Costco, BJ's and others. Moreover, it has long been believed that residential uses must be separated from commercial uses. Time has proven this also to be untrue. Locating high density residential units adjoining or in close proximity to large scale commercial projects is very successful. A similar situation exists in west Ocean City where hundreds of residential dwellings (Seaside Village) are located immediately east of the Ocean City Factory Outlets and the White Marlin Mall. These mixed uses are only separated by the width of Golf Course Road. In fact, Seaside Village is also bordered on the south by commercial uses located along the north side of U.S. Rt. 50 and on the east by Hooper's Restaurant and its surrounding commercial complexes. Locating high density residential uses as part of or adjoining a commercial complex provides a convenience for the residents of the housing units desiring nearby amenities of food, shopping and otherwise. Since this text amendment is proposed for the C-3 Highway Commercial District, the necessary road networks already exist to accommodate the traffic to be generated by the residential housing component.

IV. Signature of Applicants

Signature:



Printed Name of Applicant:

**Mark Spencer Cropper**

Mailing Address: **6200 Coastal Highway, Suite 200, Ocean City, MD 21842**

Phone Number: **(410) 723-1400**

Email: [mcropper@ajgalaw.com](mailto:mcropper@ajgalaw.com)

**Jennifer Keener**

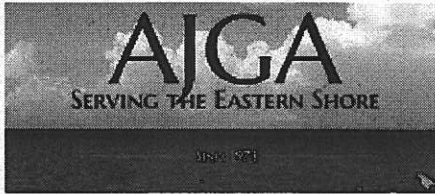
**From:** Mark Cropper <mcropper@ajgalaw.com>  
**Sent:** Tuesday, March 28, 2023 6:12 PM  
**To:** Jennifer Keener  
**Cc:** Stacia Cropper  
**Subject:** RE: Text Amendment - Multi-Family in the C-3 District

Jennifer,

I have spoken with my team and we agree to move forward with your proposed and modified text amendment as reflected below. Thank you.

Mark

Mark Cropper  
 Partner  
 Ayres, Jenkins, Gordy & Almand, P.A.



Tel: 410-723-1400  
 Fax: 410-723-4730  
 Email: mcropper@ajgalaw.com  
 Web: www.ajgalaw.com

6200 Coastal Highway, Suite 200  
 Ocean City, MD 21842

**LEGAL NOTICE**

Unless expressly stated otherwise, this e-mail is intended to be confidential and may be privileged. It is intended for the addressees only. Access to this e-mail by anyone except addressees is unauthorized. If you are not an addressee, any disclosure or copying of the contents of this email or any action taken (or not taken) in reliance on it is unauthorized and may be unlawful. If you are not an addressee, please inform the sender immediately. E-mail communications may be intercepted or inadvertently misdirected. While the American Bar Association deems e-mail a valid and authorized form of communication between attorneys and clients, absolute secrecy, confidentiality, and security (of this e-mail message and any attachments thereto) cannot be assured. The relationship of attorney/client shall not be, and is not, established solely as a result of the transmission of this e-mail. Absent a written engagement letter signed by Ayres, Jenkins, Gordy and Almand, P.A., no attorney/client relationship shall be deemed to, nor shall, exist and any belief that information or documents provided by this e-mail are privileged is mistaken, unwarranted and incorrect.

**From:** Jennifer Keener <jkkeener@co.worcester.md.us>  
**Sent:** Friday, March 24, 2023 12:40 PM  
**To:** Mark Cropper <mcropper@ajgalaw.com>  
**Cc:** Stacia Cropper <scropper@ajgalaw.com>  
**Subject:** Text Amendment - Multi-Family in the C-3 District

Good afternoon Mark,

Attached is a copy of the receipt for your latest text amendment request. In reviewing the proposed language, we've formatted it to be consistent with our terminology and other code references. Will you take a look at the below description and see if it still accurately reflects your request?

- (26) Multi-family dwelling units as an accessory use to an established commercial structure or use of land if sixty-five percent or more of the net lot area of the parcel is improved with uses permitted in the C-3 Highway Commercial District. Minimum lot requirements for the multi-family dwelling units shall be: lot area, twelve thousand square feet [see § ZS 1-305(l) hereof]; maximum density, ten units per net acre; lot width, eighty feet; front yard setback, twenty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, six feet; and rear yard setback, twenty feet; and subject to the provisions of § ZS 1-325 hereof.

Please let me know if you want to move forward with your version, or this modified language.

Thank you,

Jennifer

Jennifer K. Keener, AICP  
Director  
Dept. of Development, Review and Permitting  
One West Market Street, Room 1201  
Snow Hill, MD 21863  
(410) 632-1200, extension 1123  
[jkkeener@co.worcester.md.us](mailto:jkkeener@co.worcester.md.us)



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

# Worcester County

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

TEL: 410-632-1200 / FAX: 410-632-3008

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

## MEMORANDUM

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION

TO: Weston S. Young, Chief Administrative Officer  
FROM: Jennifer K. Keener, AICP, Director  
DATE: May 8, 2023  
RE: Annexation Request – 541 Ocean Highway, Pocomoke City

\*\*\*\*\*

**Request:** The Department is in receipt of the attached documentation from the Town of Pocomoke City relative to the proposed annexation and zoning classification of land which, according to the documentation submitted by the Town, totals approximately 35,000 square feet or 0.803 acres of land located on the westerly side of Ocean Highway, and is identified as Tax Map 100, Parcel 110. The site is presently improved with a single-family dwelling constructed in 1950 that has a failing septic system. Annexation will allow the connection of the dwelling to the town’s public sewer system.

**Findings:** Section 4-416 of the Local Government Article of the Annotated Code of Maryland requires that the County find the uses within the proposed zoning classification upon annexation (B-2 General Business) are generally consistent with the uses within the existing zoning classification (C-2 General Commercial). Based upon my review, I perceive that the proposed annexation is consistent with the land uses recommended by the Comprehensive Plan and with existing zoning and land use in the area. Should the County Commissioners concur with these findings, a draft letter to that effect has been prepared for signature by the President.

**Background:** I would like to offer the following comments in support of this position.

At the present time under the County’s jurisdiction, the property proposed for annexation is zoned C-2 General Commercial District. The draft Annexation Plan submitted by the Town of Pocomoke City states that the proposed town zoning classification to be assigned to the property is B-2 General Business. Section 4-416 of the Local Government Article of the Annotated Code of Maryland states in part that “(W)without the express approval of the county commissioners or county council of the county in which the municipality is located, for 5 years after an annexation by a municipality, the municipality may not allow development of the annexed land for land uses substantially different than the authorized use, or at a substantially higher density, not exceeding 50%, than could be granted for the proposed development, in accordance with the zoning classification of the county applicable at the time of annexation” and that “...if the county

expressly approves, the municipality may place the annexed land in a zoning classification that allows a land use or density different from the land use or density specified in the zoning classification of the county or agency with planning and zoning jurisdiction over the land prior to its annexation applicable at the time of annexation.” Since the subject property is neither currently zoned for residential purposes by the County nor proposed to be by the Town, the density issue does not apply. However, the County Commissioners must consider whether the land uses permitted by the Town’s proposed zoning classification are substantially different than those allowed by the County’s zoning.

The subject property is shown as being within the Commercial Center Land Use Category on the Land Use Map associated with the 2006 Comprehensive Plan. With regard to the Commercial Center land use category, the Comprehensive Plan states that this category designates sufficient area to provide for anticipated needs for business, light industry and other compatible uses. It also states that retail, offices, cultural/entertainment, services, mixed uses, warehouses, civic, light manufacturing and wholesaling would locate in commercial centers and that strip commercial centers and franchise architecture are discouraged. It is my conclusion that the proposed zoning designation is consistent with these recommendations of the Comprehensive Plan.

The subject property is shown as a potential annexation property on Map 8 of Section 4, Municipal Growth Element, of Pocomoke City’s Comprehensive Plan adopted on October 6, 2014. It is also recognized as being within the County’s Priority Funding Area. The site is within an existing, developed commercial corridor, is zoned commercially under the County’s jurisdiction, and is adjacent to commercially zoned and utilized properties, with several nearby properties having been the subject of previous annexations.

As it pertains to zoning classifications on adjacent and nearby properties within the County’s jurisdiction, both sides of the US Rt. 13 corridor are primarily zoned C-2 General Commercial District from the existing Pocomoke City corporate limits to the Virginia/Maryland state line, including all road frontage properties adjacent or nearby to the subject property. I have reviewed the Pocomoke City zoning regulations and determined that the uses permitted by the B-2 District are quite similar to those allowed by the County’s C-2 General Commercial District. It is my conclusion that the proposed B-2 zoning classification for the site to be annexed is consistent with existing zoning in the area and does not permit uses which are substantially different than those in the County’s zoning classification.

While the findings require us to focus on the consistency of the zoning designations, it is prudent that I point out that the current use of the property is as a single-family residential dwelling with accessory uses. This use is currently non-conforming in the C-2 District, but is allowed to continue in accordance with the non-conformity provisions of § ZS 1-122(g). As identified in the Annexation Plan prepared by the Town staff (Exhibit 1, page 2), if annexed, this dwelling will also be considered a legal non-conformity under the B-2 zoning designation.

In consideration of the State’s Smart Growth initiatives, I conclude that the proposed annexation is consistent with its recommendations relative to growth in areas adjacent to existing municipalities and established growth areas. There are several properties in proximity to the

subject property that are within the corporate limits of Pocomoke City. The proposed annexation constitutes a logical extension of just such a growth area and services.

In summary, as noted above, state law prohibits a rezoning upon annexation to a zoning classification which permits uses or densities substantially different than those specified in the County's zoning ordinance without the approval of the County Commissioners. Based upon my review, I perceive that the proposed annexation is consistent with the land uses recommended by the Comprehensive Plan and with existing zoning and land use in the area. If the County Commissioners concur with these findings, a draft letter to that effect has been prepared for signature by the President.

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



May \_\_, 2023

Mayor Todd J. Nock  
Mayor and Council of Pocomoke City  
City Hall  
Post Office Box 29  
Pocomoke City, Maryland 21851

Re: Annexation Resolutions No. A-03-23 and A-04-23 – Pocomoke City

Dear Mayor Nock:

Please be advised that at our meeting on May 16, 2023, the Worcester County Commissioners reviewed the proposed annexation and zoning of property located at 541 Ocean Highway and identified on Tax Map 100 as Parcel 110, to be annexed into the corporate limits of the Town of Pocomoke City in accordance with Annexation Resolutions No. A-03-23 and A-04-23. After careful review of the proposed annexation and the opinion of County Staff, I am pleased to report that the Commissioners concur with the proposed rezoning upon annexation as the proposed B-2 zoning designation would not allow uses substantially different from those of the County Comprehensive Plan, as well as the County's Zoning and Subdivision Control Article.

Thank you for providing us with an opportunity to review this proposed annexation. If you should have any questions or concerns, please feel free to contact Weston S. Young, Chief Administrative Officer, at this office.

Sincerely,

Anthony W. Bertino, Jr.  
President, Worcester County Commissioners

cc: Jennifer K. Keener, Director of Development, Review and Permitting

## MAYOR AND CITY COUNCIL OF POCOMOKE CITY

RESOLUTION NO. A-03-23

## A Resolution

**For An Annexation of A 0.803-Acre Parcel of Land  
Contiguous To and Binding Upon the Corporate Limits of Pocomoke City  
Located At 541 Ocean Highway, Pocomoke City, MD 21851**

WHEREAS, Section 4-401 et. seq., *Local Government Article*, of the Maryland Annotated Code, provides a Maryland municipality the power to enlarge municipal boundaries by annexation; and,

WHEREAS, Pocomoke City has received an annexation petition filed by Trinity Realty Holdings, LLC, by its owners, Tony John Varghese and Seema Varghese, for annexation of a 0.803 acre parcel of land at 541 Ocean Highway and it has been verified that Trinity Realty Holdings, LLC is the sole owner of the property to be annexed, as set forth in Exhibit "A" attached hereto and made a part hereof; and,

WHEREAS, the parcel which is sought to be annexed is contiguous and adjoining to the existing boundaries of Pocomoke City and does not create an unincorporated area that is bounded on all sides by (i) real property presently in the boundaries of the municipality; (ii) real property proposed to be in the boundaries of the municipality as a result of the proposed annexation; or (iii) any combination of real property described in item (i) or (ii) of this item and the land is not located in another municipality; and,

WHEREAS, at least 25% of the registered voters who are residents in the area to be annexed; and the owners of at least 25% of the assessed valuation of the real property in the area to be annexed have signed the petition for annexation, as set forth in Exhibit "B" attached hereto and made a part hereof; and,

WHEREAS, if the area is successfully annexed, the parcel shall be subject to the standard rates of municipal taxation and fees for municipal services and facilities and shall be governed pursuant to the Annexation Agreement, as set forth in Exhibit "C" attached hereto and made a part hereof; and,

WHEREAS, the property is currently zoned by Worcester County as C-2. The Pocomoke City Code Section 230-12 provides that when "territory becomes a part of the incorporated area of Pocomoke City by annexation or otherwise, such territory shall automatically be classified in the R-1 District until otherwise classified;" and,

WHEREAS, the Pocomoke City Planning and Zoning Commission, has prospectively approved the parcel, on the condition it is successfully annexed,

to be zoned as B-2-General Business Zoning, and if the annexation is successful the parcel shall be zoned as such;

**NOW THEREFORE, BE IT RESOLVED THAT**, the Mayor and City Council of Pocomoke City, pursuant to State law, hereby:

**Section 1.** Set a public hearing on the annexation petition and plan for Monday, June 5<sup>th</sup>, 2023, at 6:30pm at City Hall and that the City Clerk shall cause a public notice of the time and place of said hearing to be published not fewer than two times at not less than weekly intervals, in a newspaper of general circulation in Pocomoke City, Maryland, which said notice shall specify the time and place at which the Mayor and City Council of Pocomoke City will hold a public hearing on the Resolution.

**Section 2.** Introduce and adopt a resolution for an annexation plan for "For the Owners, Trinity Realty Holdings, LLC for Tax Map 100, Grid 02, Parcel 110, consisting of 35,000 square feet located at 541 Ocean Highway, Pocomoke City," which is contiguous to and binding upon the corporate limit of the City.

The above resolution was introduced and read at a regular meeting of the Mayor and City Council of Pocomoke City, Maryland, held on the 1<sup>st</sup> day of May, 2023, having been duly published as required by law and in the meantime a public hearing was held on the 5<sup>th</sup> day of June, 2023, and was finally passed by the Mayor and Council at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Council Vice President  
Esther L. Troast

APPROVED BY ME THIS  
\_\_\_\_ DAY OF \_\_\_\_\_ 2023

\_\_\_\_\_  
City Clerk  
Michelle Beckett El-Soloh

\_\_\_\_\_  
Mayor and Council President  
Todd J. Nock

MAYOR AND CITY COUNCIL OF POCOMOKE CITY

RESOLUTION NO. A-04-23

A Resolution  
Adopting an Annexation Plan  
For a 0.803-Acre Parcel of Land  
Contiguous To and Binding Upon the Corporate Limits of Pocomoke City  
Located at 541 Ocean Highway, Pocomoke City, MD 21851

RECITALS

WHEREAS, Section 4-401 et. seq., *Local Government Article*, of the Maryland Annotated Code, provides a Maryland municipality the power to enlarge municipal boundaries by annexation; and,

WHEREAS, the City has received an annexation petition filed by Trinity Realty Holdings, LLC for annexation of a 0.803 acre property at 541 Ocean Highway and it has been verified that Trinity Realty Holdings, LLC is the sole owner of the property to be annexed.; and,

WHEREAS, Pocomoke City ("City") is considering the annexation of this parcel of land, by and through Resolution Number A-03-23 located at 541 Ocean Highway and the parcel is contiguous to and binding upon the corporate limit of the City; and,

WHEREAS, Pocomoke City is required to adopt an annexation plan for the proposed area of pursuant to Section 4-416, *Local Government Article*, of the Maryland Annotated Code.

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of Pocomoke City, that:

**Section 1.** The annexation plan in the attached Exhibit "1" is adopted for the parcel of land located at 541 Ocean Highway, which is contiguous to and binding upon the corporate limit of the City.

May 1, 2023

Date Introduced

Date Passed

Council Vice President  
Esther L. Troast

APPROVED BY ME THIS  
\_\_\_ DAY OF \_\_\_\_\_ 2023

City Clerk  
Michelle Beckett El-Soloh

Mayor and Council President  
Todd J. Nock

# Exhibit 1

LAW OFFICES  
WEBB, CORNBROOKS,  
WILBER, DOUSE,  
MATHERS & ILLUMINATI,  
LLP  
P. O. BOX 910  
SAUSBURY, MARYLAND  
410-742-3176

**DRAFT****Annexation Plan****For the Annexation to the City of Pocomoke City  
of 541 Ocean Highway, Pocomoke MD**

Prepared by: Pocomoke City Planning and Zoning Department

April 12, 2023

**Background**

Pursuant to the Local Government Article, Division II. Municipalities, Title 4. In General, Subtitle 4. Annexation. §4-415 of the Annotated Code of Maryland, an annexation plan shall be adopted by the legislative body for the area to be annexed. The annexation plan shall:

- (1) contain a description of the land use pattern proposed for the area to be annexed, which may include a county master plan already in effect for the area;
- (2) describe the schedule to extend each municipal service performed in the municipality at the time of the annexation to the area to be annexed;
- (3) describe the general methods by which the municipality anticipates financing the extension of municipal services to the area to be annexed; and
- (4) be presented so as to demonstrate the available land for public facilities that may be considered reasonably necessary for the proposed use, including facilities for schools, water or sewage treatment, libraries, recreation, or fire or police services.
- (5) demonstrate that the proposed annexation is consistent with the Municipal Growth element of the Comprehensive Plan of the municipality.

This Annexation Plan is prepared as a result of an applicant-initiated request to annex land into Pocomoke City by petition shown as **Attachment A** that includes a cover letter, petition, annexation plat, legal description and consent forms from neighboring property owners.

**General Information and Description****Petitioners:**

TRINITY REALTY HOLDINGS LLC

Agent: Tony Varghese

Mailing Address: 2624 Cambrook Dr. Pocomoke City, MD 21851

**Attorney of Record for Petitioners:**

Deborah Ullmann

The Law Office of Deborah Ullmann, LLC

203 Second Street

**DRAFT**

Pocomoke City, Maryland 21851  
Office) 410-603-9140

**Location and Description:**

The property at 541 Ocean Highway is located on the west side of U.S. Rt. 13 approximately .93 miles north of the Maryland-Virginia State line or 180 feet south of the intersection of Tulls Corner Road. It is further identified as Tax Account ID: 01-013858, Map 100, Grid 02, Parcel 110, recorded in Liber 8299, Folio 226, Worcester County, Maryland and further. **Attachment B and C** shows the State Department of Taxation information sheet and map of the property.

Source:

<https://sdat.dat.maryland.gov/RealProperty/Pages/viewdetails.aspx?County=24&SearchType=ACCT&District=01&AccountNumber=013858>

The area of annexation is 0.803 acres or 35,000 square feet. The project site is a developed site with a single-family dwelling containing 2,247 of above grade living area with an attached garage. The lot dimensions are approximately 130' by 140'. The property has frontage and access to both Rte. 13-Ocean Highway and Makemie Road

**Land Use Patterns of Area Proposed to be Annexed****Existing and proposed zoning and land use:**

The subject parcel is adjacent to a veterinary clinic to the north and a residential property and storage yard to the south, in proximity to an RV repair and sales shop. The area to the west of the site reflects farmland and an RV warehouse/storage area. **Attachment D and E** provide an aerial and street view of the property.

The Ocean Highway corridor is predominantly commercial in nature with a small number of isolated residential land uses. Along this corridor, many properties remain outside the City's corporate boundaries and are served by domestic wells and on-site sewage disposal systems.

The property is governed by the Worcester County's Comprehensive Plan and Zoning Plan and the Worcester County Water and Sewer Master Plan prior to annexation. The property is currently zoned C-2 (a general commercial zoning district) under the current Worcester County Zoning Map (**Attachment F**). Upon annexation to the City, the Pocomoke City Planning Commission will recommend the property be zoned to B-2, General Business as defined by the City's zoning code. The City Zoning Map is illustrated in **Attachment G**. The general zoning pattern along this corridor is almost entirely B-2 at the present time.

If zoned B-2, the residential use of the property would become a legal non-conforming use under this zoning designation. Note that under the City's Zoning Code, Article II, Zoning Districts, §230-12 Annexed Territory, there is a reference to automatic assignment to R-1 (residential) zoning designation (until otherwise classified). This parcel if zoned R-1 could be viewed as spot zoning with no similar zoning designations along the entire highway corridor, under both county and city zoning maps.

## DRAFT

The Maryland Department of Planning recognizes this area and the parcel to be annexed as being within a city/county Priority Funding Area, a preferred geographic designation for future state and federal funding allocations. (**Attachment H**)

The City's Comprehensive Plan designates this general corridor as "regional commercial" shown as **Attachment I**. The proposed zoning of this parcel to B-2 would be consistent with this general land use pattern. This plan also identifies this parcel as being within an area of "Potential Annexation Properties" as shown in **Attachment J**.

Section 4 of the City's Comprehensive Plan's Municipal Growth Plan makes reference to the County's 2006 Comprehensive Development Plan. Their land use and growth policy places new development in designated growth areas. Worcester County's policy is "...development in growth areas, which are located adjacent to or in close proximity to the corporate limits of a municipality, shall be contingent upon all of the following conditions:

1. Annexation by the municipality. (Confirmed with this annexation petition application)
2. Water, sewer, and other services shall be provided to the development by the municipality. (Sewer service to be provided by the municipality).
3. The developer shall be responsible for all impact fees, excise taxes, adequate public facilities fees, and other impositions including those payable to the county. (If fees are assigned to the owner by the City or County, the owners will be responsible).
4. The annexation shall be subject to an annexation agreement to which the county shall be a party. (The City will make the County party to the annexation agreement). (Source: The Comprehensive Plan Worcester County, MD March 2006, pg. 11).

The City's Comprehensive Plan further outlines an Annexation Plan strategy that states that "the City may consider annexing areas shown on **Map 7** in the future, depending on available water and sewer capacity" (page 57 of Comprehensive Plan). All properties must be within the Priority Funding Area (confirmed) and must be further evaluated for impact on its public services and infrastructure.

- Annexations will be consistent with the city's annexation plan. (Confirmed that this annexation request is consistent with the City's annexation plan as shown on Map 7).
- Annexations will meet the requirements of applicable state laws, including the Land-Use Article and Article 23A of the Annotated Code of Maryland. (This annexation will meet the applicable requirements of Local Government Article, Division II. Municipalities, Title 4. In General, Subtitle 4. Annexation).
- Annexed areas will be contiguous to the corporate limits and create a natural extension of the city's corporate boundaries. (The subject parcel is adjacent to the City's corporate boundaries that is associated with the Ocean Highway right-of-way).
- Annexations will be coordinated with the State of Maryland and Worcester County. (Annexation plan will be forwarded to the Maryland Department of Planning and their regional branch office)



**DRAFT**

and to the Worcester County Government offices for review and comment at least 30 days prior to the public hearing. Final annexation documents will be forwarded to appropriate county and state agencies as required by law).

- Annexation is a condition of city services and property owners who desire city services must be annexed prior to consideration. (The property will be annexed prior to receiving city services although the City may authorize hook-up to the City Sewer system prior to the date of a 45-day waiting period due to the negative impact on the environment of a failing on-site sewer disposal system).
- Proposed annexation areas will be economically self-sufficient and not result in larger municipal expenditures than anticipated revenues that could indirectly burden existing city residents with the costs of services or facilities to support the area annexed. (There will be no additional burden to additional city services and expenditures. Upon annexation, the property will pay City property taxes).
- The costs of providing roads, utilities, parks, other community services will be borne by those people gaining the most value from such facilities through income, profits, or utilization. (The cost of tying into the City's sewer system will be borne by the applicants).
- Specific conditions of annexation will be made legally binding in an executed annexation agreement. Such agreements will address among other things:
  - consistency with the goals, objectives and recommendations contained in the Pocomoke City Comprehensive Master Plan;
  - proposed zoning of the property;
  - type of development the city expects;
  - responsibility for conducting appropriate studies;
  - and preliminary agreements concerning responsibilities for the cost of facilities and services provided by the city. These preliminary agreements may be further revised in a Developers Rights and Responsibility Agreement (DRRA).

The Annexation Agreement will address the above reference concerns.

## **Adequacy of Public Facilities/Services and Infrastructure**

### **Water and Sewer:**

The Pocomoke City Wastewater Treatment plant provides public sewer services to properties within the City limits including properties along US Rte. 13 that are annexed to the City. Pocomoke City's Wastewater Treatment plant has a design capacity and permitted flow of 1.47 MGD. In 2005, the monthly average was 0.555 MGD. At that time the City was using about 47 percent of its allocated capacity. As of 2017, the average daily monthly usage was estimated at 0.859 and the City is presently using 58.46 percent of its allocation. The Comprehensive Plan had designated the subject parcel as S-2 according to Table 38 and Map 15 (Planned Water and Sewer Service Areas) of the Comprehensive Plan

**DRAFT****Conclusion**

In summary, the proposed area to be annexed is consistent with the Pocomoke City's Municipal Growth Element (Section 4-Municipal Growth-Comprehensive Plan) and is consistent with the Annexation Policies reflected in this subchapter. The area proposed for annexation is within the County and City's Priority Funding Area (Map 7 of the Pocomoke City Comprehensive Plan) and Potential Annexation Properties (Map 8 of the Pocomoke City Comprehensive Plan) as established in the Municipal Growth Element of the City's Comprehensive Plan, adopted by Resolution # 485, October 6, 2014. The Planning Commission has reviewed the Annexation Plan and has recommended approval. The Planning Commission has further recommended the property be zoned B-2, General Commercial (**See Attachment G**). A fiscal impact study and an environmental impact assessment that addresses the potential impact of the proposed annexation on the environment of the site and surrounding area is not required.

**List of Attachments and Maps**

Attachment A: Cover Letter, Annexation Petition, Plat of Area to be Annexed, Legal Description, Consent forms.

Attachment B: State Department of Taxation (SDAT) Information Sheet

Attachment C: State Department of Taxation (SDAT) Map

Attachment D: Aerial View of Property at 541 Ocean Highway.

Attachment E: Street View of Property at 541 Ocean Highway.

Attachment F: Worcester County Zoning Map

Attachment G: Pocomoke City Zoning Map

Attachment H. Maryland Department of Planning (MDP) Priority Funding Area Map.

Attachment I. Pocomoke City Land Use Plan

Attachment J. Pocomoke City "Potential Areas to be Annexed"

*Law Office of Deborah Ullmann, LLC*  
*203 Second Street*  
*Pocomoke City, Maryland 21851*  
*(410) 603-9140*

February 6, 2023

Mr. Daniel Brandewie, Planning Director  
Pocomoke City Hall  
101 Clarke Street  
Pocomoke City, Md. 21851

Re: Petition for Annexation

Dear Mr. Brandewie:

Attached is a Petition for Annexation for 541 Ocean Highway, two consent forms signed by adjacent owners, and an Annexation Plat from George E. Young, Engineers and Surveyors. It is my understanding from a recent email exchange that your office will invoice the filing fee and hook up fee in the near future.

Please let me know if you have any questions concerning this submission. We look forward to a timely issuance of a Resolution by the City Council. Thank you for your cooperation in this matter.

Sincerely,



Deborah Ullmann

IN RE: 541 OCEAN HIGHWAY

\*

\*

\*

MAYOR AND CITY COUNCIL OF

WORCESTER COUNTY, MARYLAND

\*

POCOMOKE CITY, MARYLAND

\* \* \* \* \*

**PETITION FOR ANNEXATION**

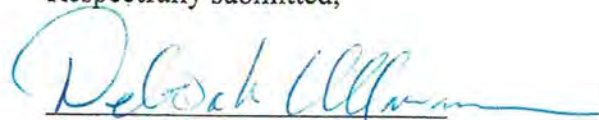
Now comes Trinity Realty Holdings, LLC, owner of the property known as 541 Ocean Highway, Pocomoke, Maryland 21851, by and through its attorney, Deborah Ullmann, and the Law Office of Deborah Ullmann, LLC, and hereby petition the Mayor and City Council of Pocomoke City to annex its property to be included within the corporate limits of the City. It requests that the Mayor and City Council issue a resolution, publish the required notice, and conduct a public hearing concerning the proposed annexation.

The above mentioned property is contiguous and adjoining to Pocomoke City and does not lie within the boundaries of any other municipality. If annexation is granted, no enclave of unincorporated area would be completely surrounded by land within the municipality.

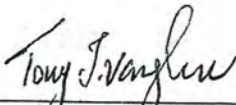
The above mentioned property consists of 17,022 square feet, or .39 acres, as set forth in the "Annexation Plat for the City of Pocomoke" dated January 18, 2023, attached hereto and incorporated herein as Exhibit 1, by George E. Young, III, a professional land surveyor licensed by the State of Maryland. The property contains an existing rental house and garage and is zoned in Worcester County as C-2 (Commercial). Petitioners request that the City's zoning map be amended to reflect this commercial zoning classification.

Attached hereto as Exhibit 2, are consents to the annexation by the adjacent property owners. Petitioners also request to be connected to the City's wastewater treatment services, in addition to eligibility for other City services.

Respectfully submitted,



Deborah Ullmann, Esquire  
203 Second Street  
Pocomoke City, MD 21851  
DUllmannesq@gmail.com  
(410) 603-9140



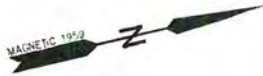
Tony John Varghese, President  
Trinity Realty Holdings, LLC

1/31/23

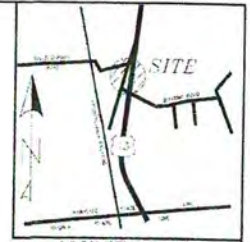
Date

**LEGAL DESCRIPTION OF THE LAND OF TRINITY REALTY HOLDINGS, LLC  
TO BE ANNEXED INTO THE CITY OF POCOMOKE IN THE FIRST ELECTION  
DISTRICT, WORCESTER COUTNY, MARYLAND**

All that lot situate on the westerly side of the new U.S. Route No. 13, leading from Pocomoke City to the Virginia Line, beginning at a point on said U.S. Route No. 13 which is distant two hundred seven (207) feet, in a southerly direction, along said new U.S. Route No. 13, from its intersection with a county road known as "Tull's Road"; and thence, from said beginning point, in a southerly direction, one hundred forty (140) feet to a marker to be settled in the ground; thence in a westerly direction, by a straight line at right angles to the said new U.S. Route No. 13, to the old U.S. Route No. 13; thence by and with said old U.S. Route No. 13, in a northerly direction, one hundred forty (140) feet to a marker settled in the ground; thence in an easterly direction, to the place of beginning.



ANNEXATION PLAT  
FOR THE  
CITY OF POCOMOKE  
TAX MAP 100 GRID 2 PARCEL 110  
FIRST TAX DISTRICT  
WORCESTER COUNTY, MARYLAND



VICINITY MAP  
SCALE 1" = 2000'

LEGEND

- ⊕ - IRON ROD FOUND
- ☒ - SEPTIC TANK
- ⚡ - POWER POLE/UTILITY POLE
- ⊙ - WELL

PURPOSE STATEMENT:  
THE PURPOSE OF THIS PLAT IS TO ANNEX THIS PARCEL OF LAND TO THE CITY OF POCOMOKE.

- NOTES:
- 1) NO ABSTRACT TITLE WAS PROVIDED PRIOR TO THIS SURVEY.
  - 2) THE PURPOSE OF THIS PLAT IS TO ABUT THE EXISTING ANNEXATION LINE TO THE EAST AND IS TO ENCOMPASS ALL OF PARCEL 110.
  - 5) OWNER: TRINITY REALTY HOLDINGS, LLC, 2624 CAMBROOK DRIVE, POCOMOKE, MARYLAND 21851
  - 6) PREMISE ADDRESS: 541 OCEAN HIGHWAY, POCOMOKE, MARYLAND 21851

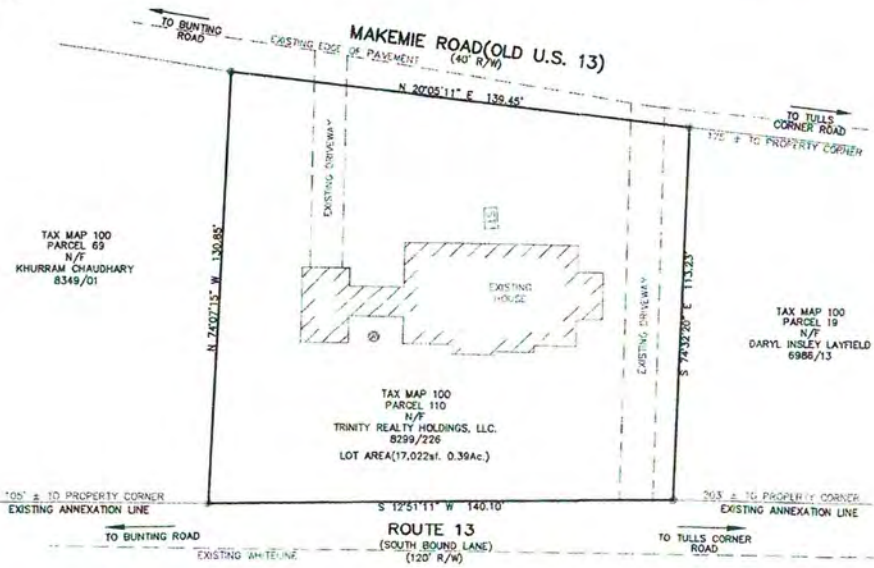
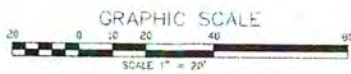


Exhibit #1



SURVEYOR'S CERTIFICATE  
I, GEORGE E. YOUNG, III, A REGISTERED LAND SURVEYOR OF THE STATE OF MARYLAND, DO CERTIFY THE LAND SHOWN HEREON HAS BEEN LAD OUT AND PLAT THEREOF PREPARED IN ACCORDANCE WITH THE PROVISIONS OF REAL PROPERTY ARTICLE 3-108 OF THE ANNOTATED CODE OF MARYLAND.

*George E. Young, III*  
Professional Land Surveyor MD.No. 10854  
VA No. 1700  
DE No. 534

JAN 18 2023 DATE

**GEY**  
GEORGE E. YOUNG, III, P.C.

ENGINEERS & SURVEYORS  
1044 MARKET STREET  
POCOMOKE MARYLAND 21861  
EMAIL: INFO@GEY.PC.COM  
PHONE: (410)-851-2949  
FAX: (410)-851-2938

SCALE: 1" = 20'  
DRAWN BY: [Signature]  
DATE DRAWN: 12/28/2022  
CADD SCALE: 1/8" = 1'-0"  
SHEET 1 OF 1

IN RE: 541 OCEAN HIGHWAY

\*

\*

\*

\*

\*

MAYOR AND CITY COUNCIL OF

WORCESTER COUNTY, MARYLAND

POCOMOKE CITY, MARYLAND

\*

\*

\*

\*

\*

\*

\*

\*

\*

\*

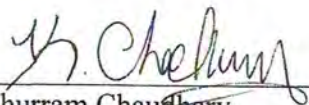
\*

\*

CONSENT TO ANNEXATION

Now comes, Khurram Chaudhary, owner of a property contiguous to 541 Ocean Highway, Pocomoke, Maryland 21851, who is (is not) (circle one) a registered voter in Worcester County, Maryland and hereby gives consent to the annexation of the above mentioned property in order that it can connect to Pocomoke City's sewer system

Respectfully submitted,

  
\_\_\_\_\_  
Khurram Chaudhary



IN RE: 541 OCEAN HIGHWAY

\*  
\*  
\*

MAYOR AND CITY COUNCIL OF

WORCESTER COUNTY, MARYLAND

\*

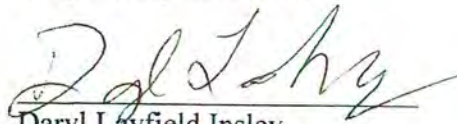
POCOMOKE CITY, MARYLAND

\* \* \* \* \*

CONSENT TO ANNEXATION

Now comes, Daryl Layfield Insley, owner of a property contiguous to 541 Ocean Highway, Pocomoke, Maryland 21851, who is/is not (circle one) a registered voter in Worcester County, Maryland and hereby gives consent to the annexation of the above mentioned property in order that it can connect to Pocomoke City's sewer system

Respectfully submitted,

  
Daryl Layfield Insley



Real Property Data Search ( )  
Search Result for WORCESTER COUNTY

[View Map](#)      [View GroundRent Redemption](#)      [View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 01 Account Number - 013858

**Owner Information**

Owner Name: TRINITY REALTY HOLDINGS LLC      Use: RESIDENTIAL  
Principal Residence: NO  
Mailing Address: 2624 CAMBROOK DR      Deed Reference: /08299/ 00226  
POCOMOKE MD 21851-

**Location & Structure Information**

Premises Address: 541 OCEAN HWY      Legal Description: 140' X 250'  
POCOMOKE 21851-0000      W SIDE R-13  
S OF POCOMOKE

Map: Grid: Parcel: Neighborhood: Subdivision: Section: Block: Lot: Assessment Year: Plat No:  
0100 0002 0110 1010007.24 0000 2023 Plat Ref:  
Town: None

Primary Structure Built Above Grade Living Area Finished Basement Area Property Land Area County Use  
1950 2,247 SF 35,000 SF

StoriesBasementType ExteriorQualityFull/Half BathGarage Last Notice of Major Improvements  
1 1/2 NO STANDARD UNITSIDING/3 1 full 1 Attached

**Value Information**

	Base Value	Value	Phase-in Assessments	
			As of	As of
Land:	44,900	44,900	01/01/2023	07/01/2022
Improvements	37,600	108,000		07/01/2023
Total:	82,500	152,900	82,500	105,967
Preferential Land:	0	0		

**Transfer Information**

Seller: MEARS BOBBY T      Date: 01/28/2022      Price: \$75,500  
Type: ARMS LENGTH MULTIPLE      Deed1: /08299/ 00226      Deed2:  
Seller: MEARS BOBBY T & JEANE E      Date: 07/29/1998      Price: \$0  
Type: NON-ARMS LENGTH OTHER      Deed1: RHO /01940/ 00003      Deed2:  
Seller: HAROLD S & LAURA M MILLS      Date: 06/26/1975      Price: \$0  
Type: NON-ARMS LENGTH OTHER      Deed1: FWH /00477/ 00639      Deed2:

**Exemption Information**

Partial Exempt Assessments: Class      07/01/2022      07/01/2023  
County: 000      0.00  
State: 000      0.00  
Municipal: 000      0.00|0.00      0.00|0.00

Special Tax Recapture: None

**Homestead Application Information**

Homestead Application Status: No Application

**Homeowners' Tax Credit Application Information**

Homeowners' Tax Credit Application Status: No Application      Date:

Worcester County

New Search (<https://sdat.dat.maryland.gov/RealProperty>)

District: **01** Account Number: **013858**

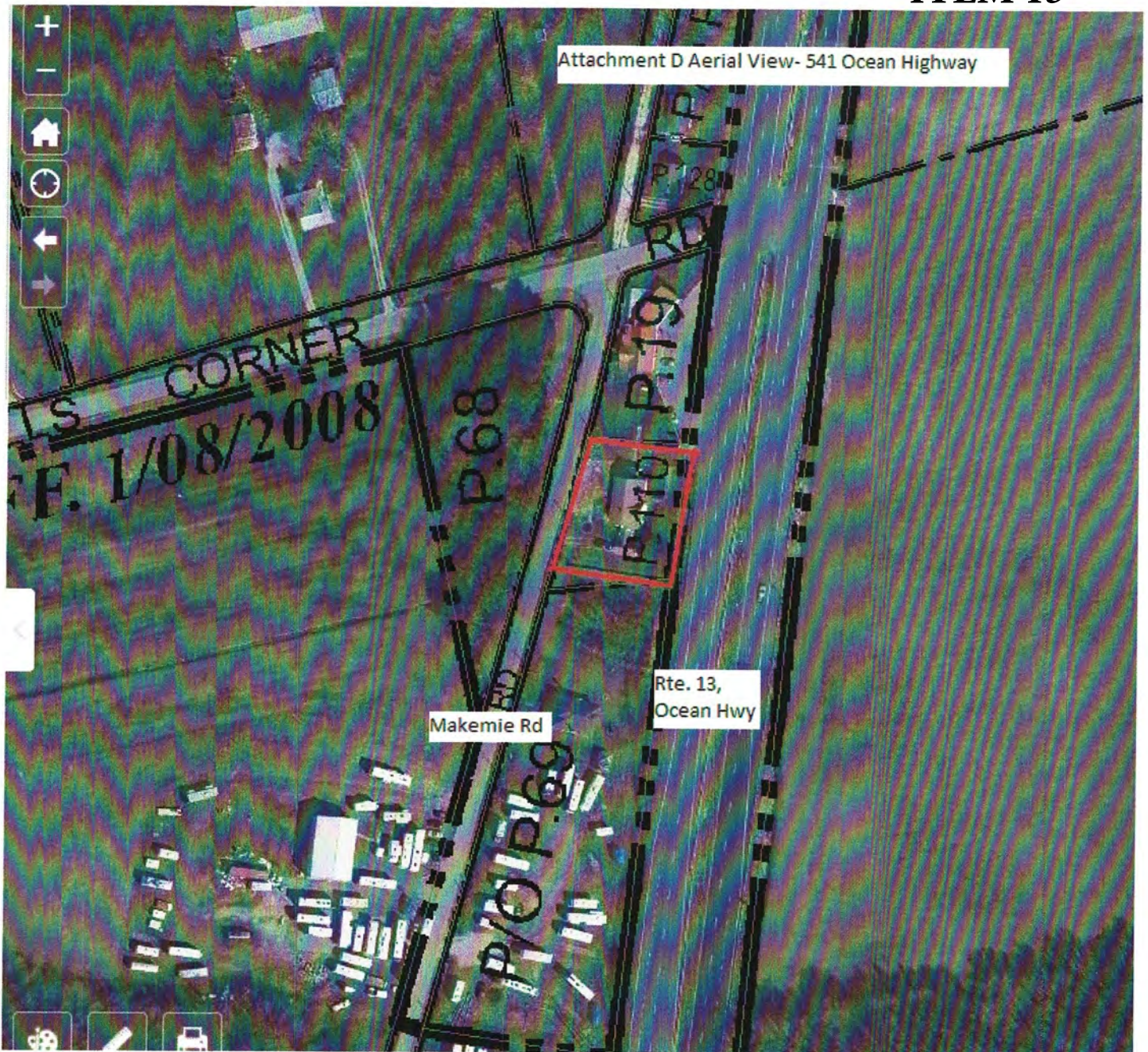


The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

If a plat for a property is needed, contact the local Land Records office where the property is located. Plats are also available online through the Maryland State Archives at [www.plats.net](http://www.plats.net) (<http://www.plats.net>).

Property maps provided courtesy of the Maryland Department of Planning.

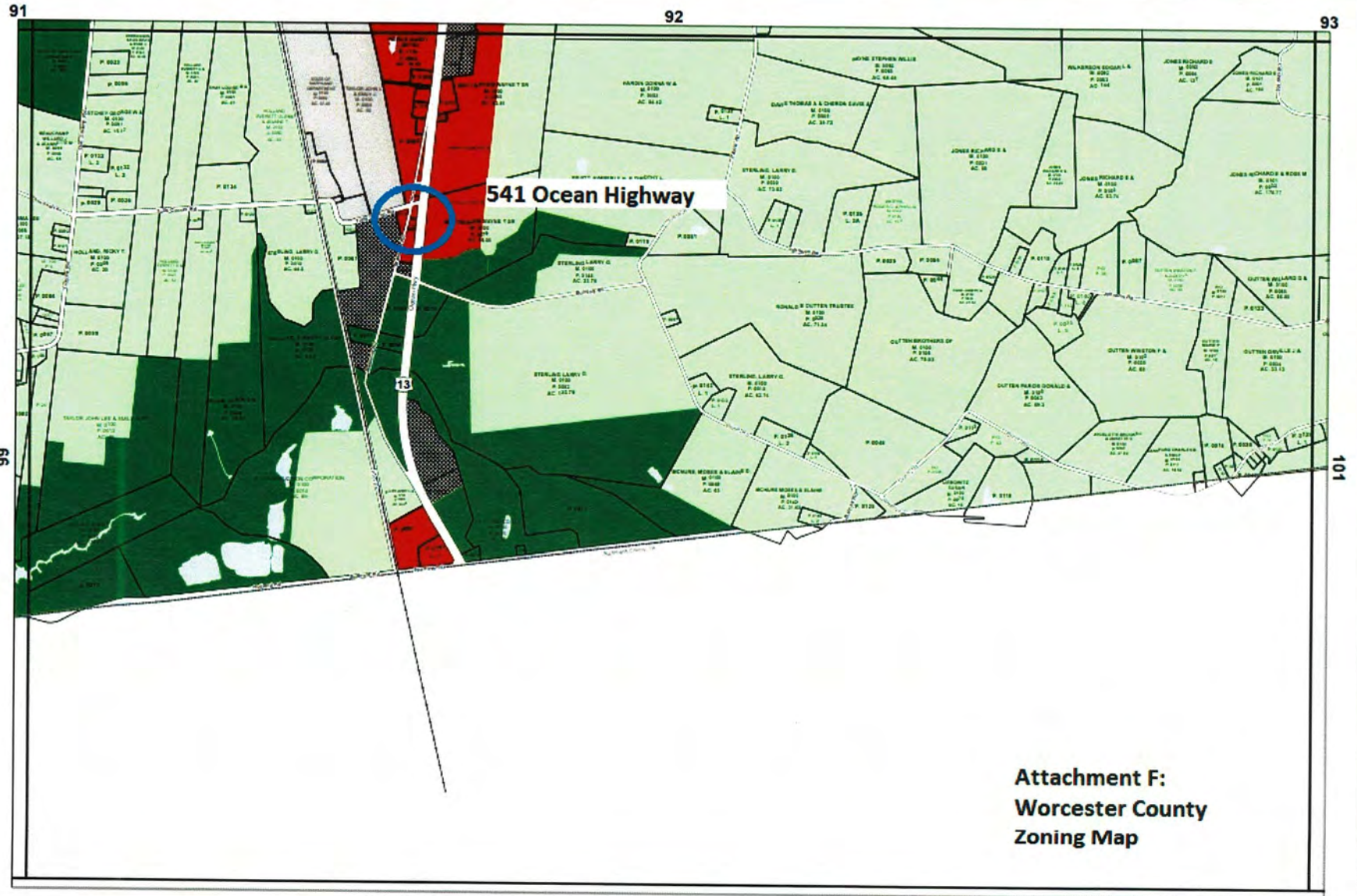
For more information on electronic mapping applications, visit the Maryland Department of Planning web site at <http://planning.maryland.gov/Pages/OurProducts/OurProducts.aspx> (<http://planning.maryland.gov/Pages/OurProducts/OurProducts.aspx>).



# ITEM 15

Attachment E:  
Street View, 541  
Ocean Hwy





541 Ocean Highway

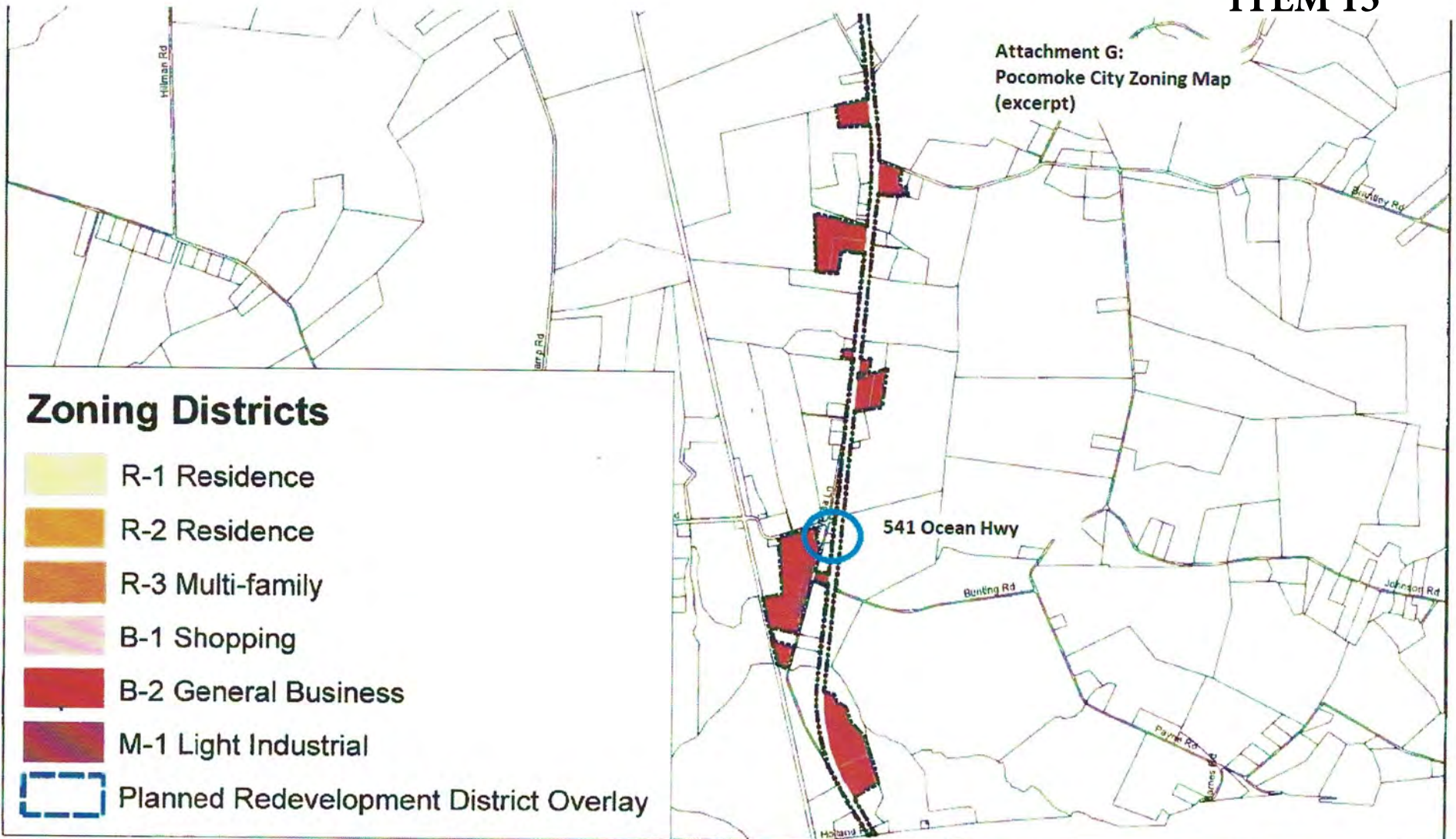
Attachment F:  
Worcester County  
Zoning Map

**Official Zoning Map**  
Map prepared by Worcester County Department of Development Review and Permitting November 3, 2009  
Source: Worcester County GIS/mas.cdm.com

A1	RP	R2	I1	C1	V1
A2	E1	R3	I2	C2	MUN
CA	R1	R4	CM	C3	

**Tax Map 100**

Attachment G:  
Pocomoke City Zoning Map  
(excerpt)



**Zoning Districts**

- R-1 Residence
- R-2 Residence
- R-3 Multi-family
- B-1 Shopping
- B-2 General Business
- M-1 Light Industrial
- Planned Redevelopment District Overlay

**PJA** Peter Johnston & Associates, LLC  
Easton, Maryland





Legend About Layers

MDP Priority Funding Areas (PFA)

Draw

Print

Attachment H: Maryland Department of Planning  
Priority Funding Area Map (excerpt)

Legend

Parcel Points

Rural Villages

Rural Villages

Parcel Boundaries

Parcel Boundaries

Municipalities

Municipalities

Municipal PFA

Municipal PFA Comment Area

Annexed but not PFA

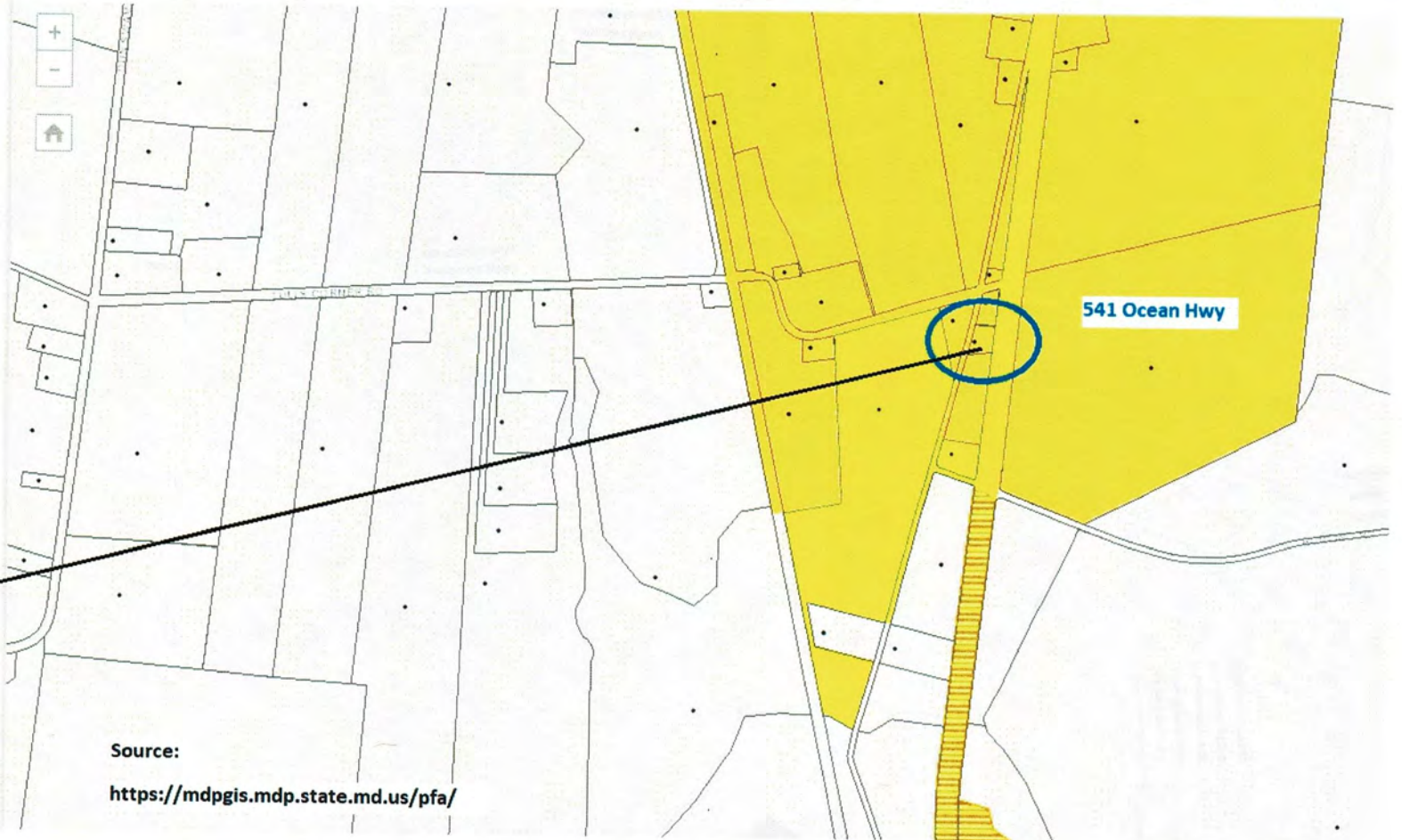
Priority Funding Areas

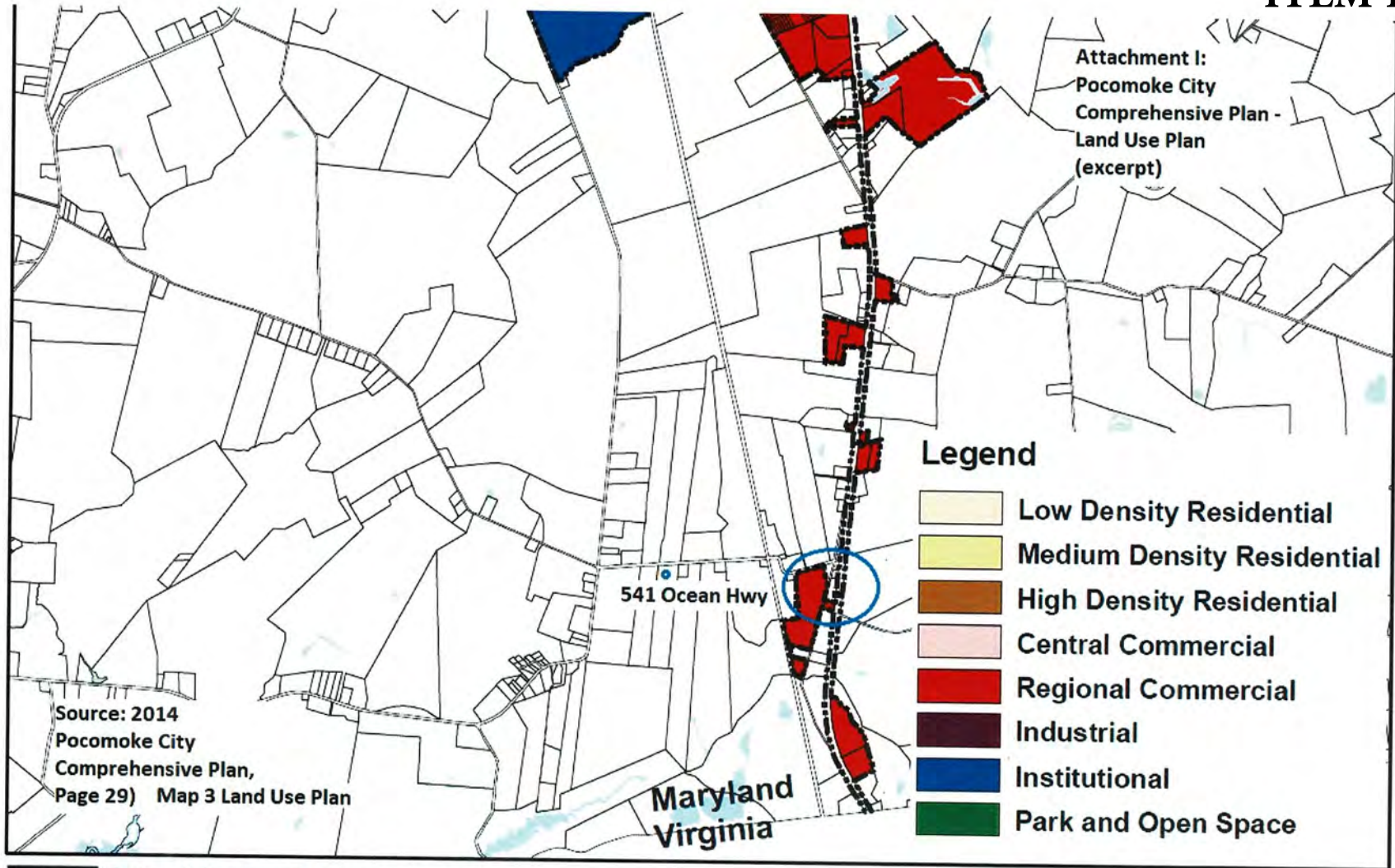
Priority Funding Areas

Heritage Area in Locally Designated Growth Areas

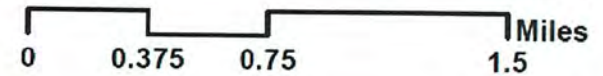
PFA

PFA Comment Area

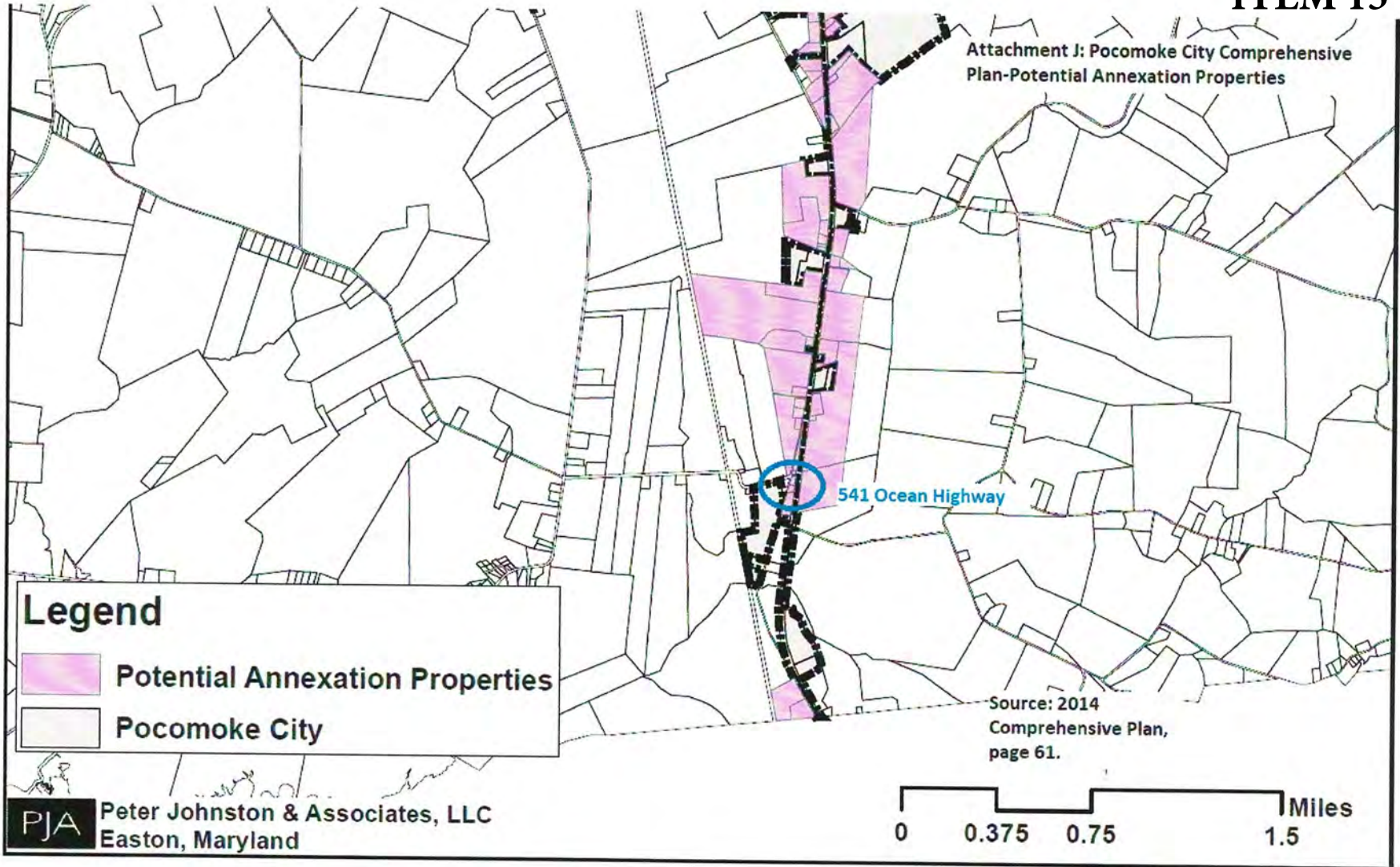




**PJA** Peter Johnston & Associates, LLC  
Easton, Maryland



Attachment J: Pocomoke City Comprehensive Plan-Potential Annexation Properties





**MEMORANDUM**

**TO:** Worcester County Commissioners  
**FROM:** Kim Reynolds, Budget Officer  
**DATE:** May 10, 2023  
**SUBJECT:** Budget Work Session Summary as of May 9, 2023

Following the May 9<sup>th</sup> Budget Work Session, an updated budget request for the Board of Elections was received. The Board of Elections revised budget request is attached pages 2-9. The revised request totals \$1,430,957 which is an overall increase of \$74,504 over the initial FY2024 department requested which is reflected in the chart below and the budget reports attached.

Attached for your review are the FY2024 Budget Worksheet Reports showing the following: the FY2024 Department Requested, the FY2024 Committee Reviewed and the FY2024 Work Session Adjustments made on May 9<sup>th</sup>, 2023. After the May 9<sup>th</sup> Budget Work Session for FY2024, revenues total \$235,890,227 and the FY2024 expenditures total \$235,539,541. The FY2024 Budget is currently at a surplus of \$350,686. Administration recommendation is that surplus be used to further fund OPEB and are open to other proposed uses.

	<b>FY2024 Department Requested</b>	<b>FY2024 Committee Reviewed</b>	<b>FY2024 Budget Work Session Adjustments 5/9/2023</b>
<b>Revenues</b>	<b>\$ 230,169,711</b>	<b>\$ 235,890,227</b>	<b>\$ 235,890,227</b>
<b>Expenditures</b>	<b>\$ 241,756,064</b>	<b>\$ 239,864,095</b>	<b>\$ 235,539,541</b>
<b>Surplus/(Deficit)</b>	<b>(\$ 11,586,353)</b>	<b>(\$ 3,973,868)</b>	<b>\$ 350,686</b>

Please do not hesitate to call with any questions or concerns.

Attachments:

Board of Elections Revised FY24 Budget Requests – Page 2-9  
 FY2024 Budget Worksheet Reports – Page 10-57

Worcester County		1006 Elections Budget Worksheet Report							
Account Number	Account Description	2024 Revised Dept Request	\$ Variance Revised Dept Request	2024 Department Requested	\$ Variance FY24 Request vs FY23 Adopted	2023 Adopted Budget	2023 Actual Amount	Department Requested Comments	Revised Department Comments
Fund: 100 - General Fund									
EXPENSES									
Department: 1006 - Elections Office									
6000.100	Personnel Services Salaries	15,000.00	0.00	15,000.00	4,038.33	15,000.00	10,961.67		
6000.500	Personnel Services State Employee Salary & Benefit	625,677.00	18,684.00	606,993.00	240,640.18	565,643.00	366,352.82	3% COLA, 60 Overtime Hours & increase in benefits	Total increase adjustment includes 2 step increase & 2% COLA
6100.060	Administrative Expense Books and Publications	0.00	0.00	0.00	(60.00)	0.00	60.00		
6100.100	Administrative Expense Dues, Licenses & Subscriptions	630.00	0.00	630.00	630.00	630.00	0.00		
6100.110	Administrative Expense Envelopes	1,000.00	0.00	1,000.00	1,000.00	1,000.00	0.00		
6100.180	Administrative Expense National Voter Regis Postcards	702.00	0.00	702.00	(391.00)	682.00	1,093.00		
6100.190	Administrative Expense Office Supplies	10,000.00	0.00	10,000.00	3,399.42	10,000.00	6,600.58		
6100.210	Administrative Expense Paper	1,200.00	0.00	1,200.00	1,028.04	1,200.00	171.96		
6110.090	Supplies & Equipment Computers & Printers	6,457.00	0.00	6,457.00	2,235.28	5,375.00	4,221.72	MD Votor Computer Replacement costs & Software Upgrade (2 computers & Accessories)	
6110.245	Supplies & Equipment Mobile Phones	2,000.00	0.00	2,000.00	728.99	2,000.00	1,271.01		
6110.440	Supplies & Equipment Voting Machines	290,528.00	0.00	290,528.00	203,869.05	299,863.00	86,658.95	Voting Machine & Accessories & lease for new voting system	
6120.010	Voting Machine & Poll Expenses Absentee Ballot Expenses	43,400.00	0.00	43,400.00	41,274.74	43,400.00	2,125.26		
6120.020	Voting Machine & Poll Expenses Ballot Expenses	600.00	0.00	600.00	600.00	600.00	0.00		
6120.040	Voting Machine & Poll Expenses Election Board Member Mileage	3,800.00	0.00	3,800.00	2,995.37	3,800.00	804.63		
6120.050	Voting Machine & Poll Expenses Election Cell Phone	1,500.00	0.00	1,500.00	(250.00)	1,500.00	1,750.00		
6120.060	Voting Machine & Poll Expenses Election Judge Expense	173,750.00	43,580.00	130,170.00	15,986.91	130,170.00	114,183.09		Board of Elections has Increased Training costs for Judges and State mandated \$100 bonus pay for returning judges
6120.070	Voting Machine & Poll Expenses Election Judge Training Material	10,000.00	0.00	10,000.00	9,440.00	10,000.00	560.00		
6120.080	Voting Machine & Poll Expenses Poll Rent & School Expense	2,800.00	0.00	2,800.00	350.00	2,450.00	2,450.00		
6120.090	Voting Machine & Poll Expenses Specimen Ballot Expense	24,000.00	0.00	24,000.00	(6,606.94)	24,000.00	30,606.94		
6120.095	Voting Machine & Poll Expenses State Allocation County Share	26,849.00	0.00	26,849.00	15,989.98	27,142.00	10,859.02		
6120.110	Voting Machine & Poll Expenses Voter Notification Cards	2,000.00	0.00	2,000.00	210.00	2,000.00	1,790.00		
6120.120	Voting Machine & Poll Expenses Voting Machine Supplies	9,000.00	0.00	9,000.00	(9,214.33)	8,000.00	18,214.33	Paper ballot costs print/advertising	
6130.010	Equipment Maintenance Copier Lease	1,627.00	0.00	1,627.00	803.87	1,627.00	823.13		
6130.070	Equipment Maintenance Software Maintenance Agreements	2,760.00	0.00	2,760.00	872.57	2,760.00	1,887.43		
6130.100	Equipment Maintenance Other Equipment Lease	1,769.00	0.00	1,769.00	683.87	1,769.00	1,085.13		
6530.150	Consulting Services Temporary Clerical Staff	55,440.00	12,240.00	43,200.00	(38,511.25)	59,280.00	81,711.25		Elections Dept request to hire 3 temp employees for 5 months, 5 days a week for 21 weeks/40 hours a week/\$22 an hour
6550.040	Building Site Expenses Cleaning Contract	5,200.00	0.00	5,200.00	3,223.56	5,200.00	1,976.44		
6550.050	Building Site Expenses Custodial Supplies	650.00	0.00	650.00	415.88	650.00	234.12		
6550.060	Building Site Expenses Electricity	8,750.00	0.00	8,750.00	1,458.30	8,750.00	7,291.70		
6550.080	Building Site Expenses Fire Alarm Testing	0.00	0.00	0.00	(323.89)	0.00	323.89		
6550.081	Building Site Expenses Fire Extinguishers	100.00	0.00	100.00	100.00	100.00	0.00		

Worcester County		1006 Elections Budget Worksheet Report							
Account Number	Account Description	2024 Revised Dept Request	\$ Variance Revised Dept Request	2024 Department Requested	\$ Variance FY24 Request vs FY23 Adopted	2023 Adopted Budget	2023 Actual Amount	Department Requested Comments	Revised Department Comments
6550.090	Building Site Expenses General Maintenance Repairs	0.00	0.00	0.00	(4.59)	0.00	4.59		
6550.170	Building Site Expenses Office Rent/Lease	75,000.00	0.00	75,000.00	19,800.03	75,000.00	55,199.97		
6550.180	Building Site Expenses Pest Control/Termite Insp	1,100.00	0.00	1,100.00	1,100.00	1,100.00	0.00		
6550.220	Building Site Expenses Security Alarm Monitoring	750.00	0.00	750.00	648.00	750.00	102.00		
6550.270	Building Site Expenses Telephone	6,840.00	0.00	6,840.00	2,861.20	6,840.00	3,978.80		
7000.020	Travel, Training & Expense Board Member Allowance	2,391.00	0.00	2,391.00	1,391.00	2,286.00	1,000.00		
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	13,687.00	0.00	13,687.00	13,357.00	10,864.00	330.00	Increase meeting costs/hotel rooms/mileage/meals	
7000.115	Travel, Training & Expense Mileage	4,000.00	0.00	4,000.00	(1,177.55)	4,000.00	5,177.55		
7180	Encumbrance Expense	0.00	0.00	0.00	(106,296.54)	0.00	106,296.54		
Department Total: 1006 - Elections Office		\$1,430,957.00	\$74,504.00	\$1,356,453.00	\$428,295.48	\$1,335,431.00	\$928,157.52		
EXPENSES Total		\$1,430,957.00	\$74,504.00	\$1,356,453.00	\$428,295.48	\$1,335,431.00	\$928,157.52		

FY24 Budget Explanation Sheet - REVISED 5-1-23			
	There is one election in this budget, plus 8 days of early voting		
	May 14, 2004 Presidential Primary Election		
	Early Voting: Thursday, May 2 through Thursday, May 9		
	This updated form includes salary increases due to longevity		
	and EJ salary due to legislative changes.		
100.1006.6000.100	Salary		
	Board President	3,000	
	4 Board Members @ \$2,400	9,600	
	Board Attorney \$2400	2,400	
			15,000
	Office Salaries: 5 employees		
100.1006.6000.500	██████████ - Election Director I	118,907	
	Currently 20/22 - as of 4-27-23;		
	Will be 20/24 as of 7-1-23		
	(The salary shown includes 2% COLA and two steps)		
100.1006.6000.500	██████████ - Election Deputy Director I	91,707	
	Currently 16/22 - as of 4-27-23.		
	Will be 16/24 as of 7-1-23		
	(The salary shown includes 2% COLA and two steps)		
100.1006.6000.500	██████████ - Program Specialist III	60,924	
	Currently 15/4 as of 4-27-23		
	Will be 15/6 as of 7-1-23		
	(The salary shown includes 2% COLA		
100.1006.6000.500	██████████ - Election Program Assistant I.	59,533	
	Currently 12/13 as of 4-27-23		
	Will be 12/15 as of 7-1-23		
	(The salary shown includes 2% COLA		
100.1006.6000.500	██████████ - Election Program Assistant I. Currently 12/7.	53,323	
	Currently 12/7 as of 4-27-23		
	Will be 12/9 as of 7-1-23		
	(The salary shown includes 2% COLA		
			384,394
100.1006.6000.500	Overtime Hours -		
	There will be deadlines and training classes		
	for the April 2024 Presidential Primary Early Voting.		
	Our office will be busy with pre-election deadlines and		
	training and preparing for the elections, training voter		
	registration volunteers and volunteer trainers.		
	Processing voter lists and database requests from candidates,		
	public and media. There will be training (afternoon & evening)		
	for Election Judges - Early Voting & Election Day. Office will be		
	open extended hours for voter registration & mail ballot deadlines,		
	early voting overtime hours and Primary Election overtime hours.		
	There will be additional training for implementation of same day		
	registration during early voting AND election day.		
	30 overtime hrs x 2 employees (60 hrs total at hourly rate of \$43 )	2,580	2,580
	SEE SECTION 2-203 OF THE ELECTION LAW (ATTACHED)		
TOTAL			401,974

100.1006.6000.500	Social Security contributions	25,838	
	Health Insurance	60,985	
	Retirees Health Insurance	37,325	
	Employee's Retirement	74,557	
100.1006.6000.500	Unemployment Comp	986	
	Special Subsidy (a cost for all employees that are in the Retirement plan and have any type of health insurance)	39,012	238,703
TOTAL			640,677
100.1006.6100	Administrative Expenses		
100.1006.6100.100	MAEO Membership (11 members dues @\$30)	330	
100.1006.6100.100	Election Center Inc. membership for two	300	
TOTAL			630
100.1006.6100.110	Envelopes for office, window & regular & manilla	1,000	
100.1006.6100.180	Stamps for confirmation mailings (National Voter Registration Act mandates that we send A return postage-paid postcard to voters with Any address correction or confirming an In-county or out-of-county address change)		
	400 stamps @ .63	252	
	National Voter Registratons		
	Printing cost:		
	1,000 Voter Registration change/update (in-county)	450	
total			702
100.1006.6100.190	Office Supplies - report covers, files, Board Member badges, pens, pencils, legal pads, software, personnel labor law posters, computer ink cartridges, copier supplies & toner, cardstock for voter notification cards, osha posters, boxes for archiving election paperwork, paperclips, bottled water, calculator paper, report and manuscript covers, folders, Fedex charges, business cards for Board Members, toner cartridges for laser printers, cartridges for inkjet printers, CDs for burning registrant database, binders, laminator paper, labels, materials needed for redistricting costs (maps, sending new voter notification cards showing new districts, etc.) Shelving for record retention room and garage, additional supplies needed for 2024 elections		
		10,000	
100.1006.6100.210	Paper - letter & legal sized copy paper, letterhead, cardstock	1,200	
100.1006.6110.090	MdVoters computer replacement costs		
	All computers were upgraded to WIN10 software in FY20, with all but 2 computers being replaced. These 2 older computers will need to be replaced using the same rotation schedule as in prior years. All new computers and accessories will include 2-3 year warranties.		
	2 workstations	3900	
	2 monitors	880	
	2 Canon DR-C22511 Scanners	902	
	2 barcode scanners	400	
	MS Office software	375	6,457



100.1006.6110.245	Cell Phone bill for office (data plan)	2,000	
	Teleworking = increased conference, zoom, Googlemeets calls		
100.1006.6110.440	Supplies & Equipment, Voting Machines and Accessories (paper, ink, batteries, voting privacy booths, etc), lease for NEW VOTING SYSTEM	204,331	
	Electronic Pollbook Replacement scheduled for FY24 (46 pb)	86,197	
TOTAL			290,528
100.106.6120.010	FY24 mail ballot voting costs:		
	mail ballot applications, mail out envelope, return		
	address envelope and oath envelope, cost of Ballot Judge teams		
	at nursing homes & during canvasses, cost of Provisional Ballot envelopes, worksheets, voting booths and signage, including		
	Mail Ballot postage paid costs	30,000	
	Ballot drop boxes for County - 3 Countywide transportation costs	1,400	
	Cost of security cameras installation and surveillance	3,000	
	Cost of having two-person teams to pickp and deliver mail ballots		
	to office (cost was \$6,000 for Gub. General for 2 ballot box		
	pickup and delivery)	9,000	
			43,400
100.1006.6120.020	Telecom charges for early voting (billed by SBE)	600	
100.106.6120.040	Mileage & meals for Board Members & Staff on Election Day ,		
	Early Voting Days & Mail Ballot Voting at Nursing Homes	3,800	
100.106.6120.050	Election Judges cell phones for Election Day & Early Voting		
	ED - \$1000; 8 days of EV \$500	1,500	
100.106.6120.060	75 packs "First Time Voter" stickers	650	
100.106.6120.060	Election Judge training classes for 300 Judges		
	(\$60 for attending (3.5 + hrs long)	18,000	
100.106.6120.060	Chief Judge additional training class for 50 Chiefs \$60 for attending	3,000	
100.106.6120.060	Provisional Ballot/SDR Judge & Chief Judge additional training		
	Provisional Ballot/SDR training 70 attendees \$60 for attending	4,200	
100.106.6120.060	50 Chief Judges - \$400 per election	20,000	
100.106.6120.060	190 Election Judges \$250 per election	47,500	
	60 Provisional Ballot & Same Day Registration Judges @300 each	18,000	
100.106.6120.060	Early Voting: 4 CJ \$400 x 8 days	12,800	
	6 BJ & 3 UJ. \$250 x 9 x 8 elections	18,000	
	2 PB & SDR Judges x \$300 x 8 days	4,800	
	State Mandated \$100 bonus pay for returning judges		
	estimated 200 returning judges for Election Day		
	and estimated 150 returning judges for early voting		
	350 ret'ng judges bonus pay (includes State 50% reimbursement)	17,500	
100.106.6120.060	50 Chief Judges picking up election supplies		
	\$50 per Judge	2,500	
100.106.6120.060	50 Chief Judges returning election supplies		
	\$50 per Judge	2,500	
100.106.6120.060	50 Chief Judges attending Lessons Learned Meeting @\$30	1,500	
100.106.6120.060	Name badges for Chief & Election Judges	300	

100.106.6120.060	Election Judge incentives - calendar	2,500	
total			173,750
100.1006.6120.070	Cost of printing 350 Election Judge Training & Resource Manuals & 150 Early Voting Supplement Election Judge Training Manuals and 50 Same Day Registration Manuals	6,500	
100.1006.6120.070	Election Judge training class costs (trainer fees, pens, paper, handouts, easel pads, markers, Timeline, Provisional Ballot Instruction Manuals, Election Judges Manual in 3-ring binders, etc.)	3,500	
total			10,000
100.106.6120.080	Polling Place Rent for 7 polls (\$400 per election)	2,800	
	Pocomoke Community Center		
	First Baptist Church		
	Shiloh UMC		
	Newark Fire Company		
	Ocean City Lions Club		
	Showell Fire Company		
	Bishopville Fire Company		
100.106.6120.090	Specimen Ballots to be mailed to each voter prior to each election. 40,000 ballots printed & mailed out via contractor with our office receiving all returned undeliverable mail per NVRA regulations. Printing, postage plus cost of contractor to handle bulk mailing.	24,000	
100.106.6120.095	State Allocation County Share - T-1 Network & State Employee Administration Fees	9,349	
	State Call Center Costs	17,500	
100.1006.6120.110	Paper & printing of Voter Notification Cards	2,000	
100.1006.6120.120	Costs of paper ballots to be printed - how many ballot styles, length of ballot etc.	6,000	
100.1006.6120.120	Early Voting Costs - advertising & PR regarding early voting for 2024 elections. Brochures left at public places (libraries, banks, schools, municipal buildings, etc.), printed material mailed to all households, magnets with EV dates, etc.	3,000	
			9,000
100.1006.6130.010	Xerox Lease	1,627	
100.1006.6130.070	Maintenance Agreements on:		
100.1006.6130.070	Telewire - telephone system (\$230./month)	2,760	
	\$92 monthly for phone system maintenance plan and \$138/month for firewall box and maintenance		
			2,760
100.1006.6130.100	Equipment Maintenance Other Equipment Lease (Pitney Bowes folding machine)	1,769	
TOTAL			1,769

100.1006.6350.150	Additional Office Staff: Early voting & Presidential Primary Election held May 2024. Office will need temporary workers to assist with data entry for new registrations and mail ballot information, assisting with answering telephones during heavy workloads and helping to conduct accessibility evaluations and draw new site surveys for polls, processing military and overseas mail ballots, helping to recruit Election Judges to work at polls on Election Day, assisting with training of Election Judges, and handling the increased workload due to 2024 Elections; escort delivery & pickup of TS units to polls, clean-up day after at polls, assisting with post election audit and certification work. Three temporary employees will be needed, at \$22 an hour. Hiring full time temps would be cheaper than paying additional overtime to office staff, plus the increased workload cannot be handled by 5 employees. <b>We will need to hire the temporary employees for 5 months (Jan 15, 2024 to May 30, 2024) 5 days a week for 21 weeks/40 hrs wk/3 employees/\$22.00 hr</b>			
			55,440	
100.1006.6550.040	Cleaning Contract (\$100/week x 52 weeks)		5,200	
100.1006.6550.050	Custodial supplies (paper supplies, cleaning Supplies, repair & maintenance)		650	
100.1006.6550.060	Electric Bill 201 Belt Street (based on 2019 billing)		8,750	
100.1006.6550.081	Fire Extinguisher Annual Maintenance (201 Belt St at \$100 )		100	
100.1006.6550.170	Office and warehouse lease		75,000	
100.1006.6550.180	Orkin Pest Control yearly agreement		1,100	
100.1006.6550.220	Security Alarm Monitoring yearly fee		750	
100.1006.6550.270	A T & T long distance charges \$15/month Comcast phone bill for office centrex billing with Comcast Internet Verizon phone bill for ISDN line ( \$85 month)		180 5,760 900	
				6,840
100.106.7000.020	MAEO & Legislative Committee monthly meetings in Annapolis - 2 attending (6 months) Mileage 250 x 62.5 (state mileage rate) x 6 = Bridge tolls (\$4 x 6 =) Meal expense \$11 x 2 x 6= Parking Fees \$10 x6		975 24 132 60	1,191
100.106.7000.020	Board Members & Attorney - extra for elections, Election Law, Section 9-311, \$200 each election x 5 Board Members & Attorney		1,200	
total				2,391

100.1006.7000	Training, Travel & Expense Allowances		
100.1006.7000.100	MAEO Conference May 2024 in Baltimore County		
	Board Members, Director, Deputy Director & Board Attorney		
	8 attending (tolls, hotel rooms)		
	8 hotel rooms x \$150/night x 3 nights	3600	
	mileage 241 x 62.5 x 8 =	1254	
	Registration & Meals	2300	7,154
100.1006.7000.100	Election Director monthly meeting (6 in-person meetings, 6 Conf. Calls)		
	in Annapolis 3 attending		
	250 miles round trip x 62.5 x 6 =	975	
	Bridge tolls \$4 x 6	24	
	Meal expense \$11 x 3 x 6	198	
	Parking Fees \$10 x 8	80	1,257
100.1006.7000.100	SBE Biennial Meeting in Annapolis		
	8 hotel rooms x \$150 night x 3 nights	3600	
	250 miles round trip x 62.5 x 8 =	1300	
	Bridge tolls \$4 x 8	32	
	Meal expense \$11 x 3 x 8	264	
	Parking Fees \$10 x 8	80	5,276
<b>TOTAL TRAINING</b>			<b>13,687</b>
100.1006.7000.115	Local Mileage for Staff during election time		4,000
			4,000
	Patricia Jackson, Election Director	Total	1,430,957
	BudgetFY24:excel		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
Fund: 100 - General Fund								
REVENUES								
4000	Full Year Real Property Taxes	152,143,661	0	152,143,661	689,866	151,453,795	Updated based on March 31 2023 report	
4010	Personal Property Taxes	389,756	0	389,756	(15,765)	405,521		
4020	Corporation Property Taxes	4,806,994	0	4,806,994	(194,429)	5,001,423		
4030	Railroad & Utility Property Tax	4,808,346	0	4,808,346	273,632	4,534,714		
4035	Railroad Real Property	2,442	0	2,442	(135)	2,577		
4040	Half Year Real Property Taxes	126,750	0	126,750	0	126,750		
4050	Tax Additions & Abatements	(208,200)	0	(208,200)	0	(208,200)		
4060	Interest on Delinquent Taxes	800,000	0	800,000	0	800,000		
4070	Discounts Allowed on Taxes	(500,000)	0	(500,000)	0	(500,000)		
4080	Tax Credits For Assessment I	(2,948,889)	0	(2,948,889)	0	(2,948,889)		
4100	Income Tax	40,000,000	0	40,000,000	2,000,000	38,000,000	Adjusted based on most recent actuals	
4200	Admission & Amusement Taxes	700,000	0	700,000	0	700,000		
4210	Recordation Taxes	7,000,000	0	7,000,000	0	7,000,000		
4240	Food Tax	110,000	0	110,000	29,000	81,000	Increase based on FY23 estimates	
4250	Room Tax	265,000	0	265,000	55,000	210,000	Room Tax Increase based on FY23 estimates	
4250.040	Room Tax Due to Unincorporated Areas	1,500,000	0	1,500,000	250,000	1,250,000	Room Tax increase based on FY23 estimates	
4260	Rents/State Revenue	0	0	0	(14,229)	14,229	Accounted for in account#4260.030	
4260.010	Rents/State Revenue Boat Landings	82,000	0	82,000	2,933	79,067	Boat Landings increase based on FY23	
4260.020	Rents/State Revenue County Administration	71,857	0	71,857	0	71,857		
4260.030	Rents/State Revenue Elections	14,229	0	14,229	0	14,229		
4270	Rents-Tower Site/Contrib & Donat	23,300	0	23,300	0	23,300		
4300	Highway Users Taxes	1,470,169	0	1,470,169	0	1,470,169		
4310	911 Fees	1,400,000	0	1,400,000	0	1,400,000		
4340	Transfer Tax	4,000,000	0	4,000,000	0	4,000,000		
4400	Franchise Fees	22,506	0	22,506	0	22,506		
4600	Sale Of Fixed Assets	125,000	0	125,000	0	125,000		
4700	Interest On Investments	5,000,000	0	5,000,000	0	5,000,000		
4800	Other Miscellaneous Revenue	200,000	0	200,000	0	200,000		
4850.010	Credit Card Fees Environmental Programs	6,000	0	6,000	0	6,000		
4850.020	Credit Card Fees DRP	8,000	0	8,000	0	8,000		
4850.030	Credit Card Fees States Attorney	2,100	0	2,100	0	2,100		
4850.050	Credit Card Fees Recreation	1,500	0	1,500	1,500	0	Credit Card Fees estimate	
4900	Liquor Licenses	950,000	0	950,000	150,000	800,000	Liquor Licenses revenue increase based on FY23 actuals	
4905	Vending Machine Licenses	65,000	0	65,000	0	65,000		
4910	Traders Licenses	80,000	0	80,000	0	80,000		
4915	Occupational Licenses	30,000	0	30,000	0	30,000		
4920	Bingo Permits	12,000	0	12,000	0	12,000		
4927	Rental License Fee	195,000	0	195,000	0	195,000		
4930	Building Permits	315,000	0	315,000	0	315,000		
4932	Electrical Permits	18,000	0	18,000	0	18,000		
4933	Commercial Plumbing Plan Review	2,500	0	2,500	0	2,500		
4935	Marriage Licenses	20,000	0	20,000	0	20,000		
4936	Civil Ceremony	1,000	0	1,000	0	1,000		
4940	Shoreline Construction Application Fee	25,000	0	25,000	0	25,000		
4941	Shoreline Construction Permit	20,000	0	20,000	0	20,000		
4942	Timber Harvest Permit	3,000	0	3,000	0	3,000		
4943	SEC/SWM Permit	29,000	0	29,000	0	29,000		
4945.010	Environmental Permits Burn Permit	600	0	600	0	600		
4945.020	Environmental Permits Campground Permit	3,325	0	3,325	0	3,325		
4945.030	Environmental Permits Septic Permit	24,000	0	24,000	0	24,000		
4945.040	Environmental Permits Waste Hauler Permit	3,000	0	3,000	0	3,000		
4945.050	Environmental Permits Well Permit	16,800	0	16,800	0	16,800		
4945.060	Environmental Permits Other	300	0	300	0	300		
4945.070	Environmental Permits Review Fee	40,000	0	40,000	0	40,000		
4950	Health Permits	426,915	0	426,915	0	426,915		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
4955	Raffle Permits	1,500	0	1,500	0	1,500		
4960	Plumbing Permits	65,000	0	65,000	0	65,000		
4965	Gas Permits	20,000	0	20,000	0	20,000		
4970	Forestry Conservation Review Fees	6,000	0	6,000	0	6,000		
4980	Landfill Permits-Household	320,000	0	320,000	0	320,000		
4982	PAYT Tags - Household	7,500	0	7,500	0	7,500		
5047	Stormwater Management Review Fee	95,000	0	95,000	0	95,000		
5060.100	Licenses and Permits Board of Zoning Appeal Fee	24,000	0	24,000	2,200	21,800	Increase for certified mailers	
5060.300	Licenses and Permits Site Plan Review	11,000	0	11,000	0	11,000		
5060.400	Licenses and Permits Rezoning Fee	4,000	0	4,000	0	4,000		
5060.500	Licenses and Permits Subdivision Review Fee	12,000	0	12,000	0	12,000		
5060.600	Licenses and Permits Text Amendment Application Fee	1,600	0	1,600	0	1,600		
5060.700	Licenses and Permits Nat Resources Text Amendment App	350	0	350	0	350		
5065.100	Sheriff Fees Sheriff Fees - Paper Service	30,000	0	30,000	0	30,000		
5065.300	Sheriff Fees Sheriff Fees - Parking Fines	100	0	100	0	100		
5065.400	Sheriff Fees Animal Control Fees	5,000	0	5,000	0	5,000		
5065.700	Sheriff Fees Contractual Services	80,000	0	80,000	73,000	7,000	SRO grant contract with BOE	
5070.100	Sale of Publications & Copies Commissioners	350	0	350	0	350		
5070.300	Sale of Publications & Copies Dev. Review & Permitting	6,200	0	6,200	0	6,200		
5070.600	Sale of Publications & Copies Elections	200	0	200	0	200		
5070.700	Sale of Publications & Copies Circuit Court	250	0	250	0	250		
5075	Library Use Charges	10,000	0	10,000	0	10,000		
5076	Library Erate Reimbursement	850	0	850	0	850		
5080	County Share Vehicle Tag Fee	1,000	0	1,000	0	1,000		
5085	Liquor Advertising Fees	1,200	0	1,200	0	1,200		
5090	Firearms Training Center Fee	8,000	0	8,000	0	8,000		
5095.400	Payments For Jail Use State Housing	24,420	0	24,420	0	24,420		
5095.600	Payments For Jail Use Social Security	6,000	0	6,000	0	6,000		
5095.700	Payments For Jail Use State Mental Health Reimb.	20,000	0	20,000	0	20,000		
5095.800	Payments For Jail Use Pretrial Fees	5,000	0	5,000	0	5,000		
5100.100	Fire Inspection Fees Plan Review Fee	100,000	0	100,000	0	100,000		
5100.200	Fire Inspection Fees Fire Safety Fee	25,000	0	25,000	0	25,000		
5100.600	Fire Inspection Fees Fire Inspections QAP	25,000	0	25,000	0	25,000		
5105.100	Public Works Revenues Pipe Sales	40,000	0	40,000	25,000	15,000	Increase pipe sales revenue based on fee increases	
5107	Roads Department Fees	2,500	0	2,500	0	2,500		
5110	Recreation Fees	307,345	0	307,345	0	307,345		
5115	Mosquito Control Charges	50,000	0	50,000	0	50,000		
5120	Circuit Court Bar Library	5,000	0	5,000	0	5,000		
5127	Recreation Center Rental Fees	26,600	0	26,600	0	26,600		
5128	Recreation Sponsorships	13,900	0	13,900	0	13,900		
5155	Community/Service Fees	70,000	0	70,000	0	70,000		
5160	Family Services Legal Fees Other	500	0	500	0	500		
5162	Seacrets Security	50,000	0	50,000	0	50,000		
5165	Critical Area Review Fees	8,000	0	8,000	0	8,000		
5167	Water/Sewer Plan Amendment Fee	2,000	0	2,000	0	2,000		
5175.200	Donations Sponsorship Program Recreation	23,500	0	23,500	0	23,500		
5175.205	Donations Sponsorship Program Youth Scholarship Donations	1,500	0	1,500	0	1,500		
5181	First Offender Program Fees	5,000	0	5,000	0	5,000		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
5185	Recycling Revenue	157,700	0	157,700	0	157,700		
5186	Metal Recycling Revenue	30,000	0	30,000	0	30,000		
5195	Tire Revenue	35,000	0	35,000	0	35,000		
5215	Motor Coach Fees	15,000	0	15,000	0	15,000		
5220.010	Park Fees Field Rental	15,000	0	15,000	0	15,000		
5220.020	Park Fees Pavilion Rental	5,250	0	5,250	0	5,250		
5220.030	Park Fees Tree of Life	800	0	800	0	800		
5220.035	Park Fees Tournament Rental	40,000	0	40,000	0	40,000		
5225	Concession Stand Fees	85,000	0	85,000	0	85,000		
5226	Special Events Fees	114,950	0	114,950	0	114,950		
5227	Tournament Fees	15,000	0	15,000	0	15,000		
5230.010	Environmental Fees Perk Test Fee	13,500	0	13,500	0	13,500		
5230.020	Environmental Fees Plat Review Fee	6,000	0	6,000	0	6,000		
5230.030	Environmental Fees Water Sample Fee	400	0	400	0	400		
5240	Shared Facility/Service Area Fee	500	0	500	0	500		
5245	Solar Renewable Energy Credits	1,000	0	1,000	0	1,000		
5300	Court Fines	25,000	0	25,000	0	25,000		
5310	Civil Infraction Fines	2,765	0	2,765	0	2,765		
5420	Retiree Drug Subsidy	60,000	0	60,000	0	60,000		
5435	BRF Admin Fee	22,500	0	22,500	0	22,500		
5511	Casino/Local Impact Grant Funds	2,392,943	0	2,392,943	2,392,943	0	-Public Safety Vehicles/Cap Equipment - FY24 Debt Jail Improvements & Public Safety Logistical Storage Facility -Jail Camera Equipment Upgrades -Jail Metal Detector & Conveyor Belt Screening	
5515	DHCD Housing Administration Fee	7,000	0	7,000	0	7,000		
5517	Other Housing Rehab Income	4,000	0	4,000	0	4,000		
5525	Conservation Easement Administrative Fee	25,000	0	25,000	0	25,000		
5530	Eastern Shore Library Grant	80,000	0	80,000	0	80,000		
5541	Traffic Safety SHA	1,500	0	1,500	0	1,500		
5543	Dental Program Reimbursement	16,721	0	16,721	0	16,721		
5600	Federal Payments In Lieu of Tax	20,305	0	20,305	0	20,305		
5625	CDBG Housing Rehab Grant	150,000	0	150,000	0	150,000		
5630	Water System Monitoring Grant	17,560	0	17,560	0	17,560		
5635	Police Protection Grant	244,113	0	244,113	0	244,113		
5640	State Library Aid	183,610	0	183,610	0	183,610		
5645	Share of State Park Receipts	625,000	0	625,000	0	625,000		
5650	State Aid for Fire Companies	370,000	0	370,000	0	370,000		
5655	Program Open Space Grant - Parks	1,371,395	0	1,371,395	0	1,371,395		
5660	Waterway Improvement Grants	280,000	0	280,000	0	280,000		
5662	BRF Operations & Maintenance Grant	35,000	0	35,000	0	35,000		
5663	Share of State Forest Land	70,000	0	70,000	0	70,000		
5664.020	US Fish and Wildlife Service Other General Government	7,000	0	7,000	0	7,000		
5675	Child Support Enforcement Grant	9,000	0	9,000	0	9,000		
5680	State Grant for Critical Areas	9,000	0	9,000	0	9,000		
5688	MD Dept of Aging Grant	45,027	0	45,027	0	45,027		
5690	SSTAP Grant	126,975	0	126,975	0	126,975		
5700	911 ENSB Grant	153,595	0	153,595	0	153,595		
5704	MD AOC Security Grant	84,213	0	84,213	0	84,213		
5705	State Grant for Tourism	160,000	0	160,000	0	160,000		
5712	GOCCP Grant	50,000	0	50,000	0	50,000		
5715	Coastal Zone Grant	1,508,500	0	1,508,500	0	1,508,500		
5725	Family Support Grant	439,764	0	439,764	0	439,764		
5730	Septic System BRF Grant Program	240,000	0	240,000	0	240,000		
5732	Conservation Easements Reimbursements	50,000	0	50,000	0	50,000		
5735.050	Other Grants Recreation	10,500	0	10,500	0	10,500		
5735.055	Other Grants Environmental Programs	96,000	0	96,000	0	96,000		
5745.300	Homeland Security Grant SHSGP	87,467	0	87,467	0	87,467		
5745.600	Homeland Security Grant EMGP	74,876	0	74,876	0	74,876		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23							
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments	
5749	Local Assistance & Tribal Grant	50,000	0	50,000	0	50,000			
5757	Trial Jury Reimbursement	54,000	0	54,000	0	54,000			
5760	Drug Court Grant	224,706	0	224,706	0	224,706			
5762	Heroin Coordinator Grant	50,615	0	50,615	0	50,615			
5774	Grant Programs - St Atty Federal	461,890	0	461,890	0	461,890			
5785	MDE Beach Monitoring Grant	3,261	0	3,261	0	3,261			
5905	Sheriff-Sex Offender Grant	10,000	0	10,000	0	10,000			
5910	Sher-Health Tobacco Enforcement	3,000	0	3,000	0	3,000			
5912	Sher-Health Underage Drinking	4,000	0	4,000	0	4,000			
5925	MALPF Admin Fee	12,000	0	12,000	0	12,000			
5940	Intern Program Grant	100,000	0	100,000	0	100,000			
REVENUES Total		235 890 227	0	235 890 227	5 720 516	230 169 711			



Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
<b>EXPENSES</b>								
Department: 1001 - County Commissioners								
6000.100	Personnel Services Salaries	1,133,256	18,823	1,114,433	0	1,114,433		Adjustments approved in ITEM A
6100.010	Administrative Expense Administrative Expenses	3,467	0	3,467	0	3,467		
6100.060	Administrative Expense Books and Publications	500	0	500	0	500		
6100.100	Administrative Expense Dues, Licenses & Subscriptions	5,656	0	5,656	0	5,656		
6100.165	Administrative Expense Meeting Expense	700	0	700	0	700		
6100.190	Administrative Expense Office Supplies	7,000	0	7,000	0	7,000		
6100.210	Administrative Expense Paper	3,300	0	3,300	0	3,300		
6100.230	Administrative Expense Postage & Freight	500	0	500	0	500		
6110.080	Supplies & Equipment Computer Repairs & Supplies	500	0	500	0	500		
6110.090	Supplies & Equipment Computers & Printers	3,650	0	3,650	0	3,650		
6110.245	Supplies & Equipment Mobile Phones	14,508	0	14,508	0	14,508		
6110.280	Supplies & Equipment Office Furniture	2,500	0	2,500	0	2,500		
6130.010	Equipment Maintenance Copier Lease	11,980	0	11,980	0	11,980		
6150.050	Uniforms & Personal Equipment Uniforms	1,000	0	1,000	0	1,000		
6510.020	Legal Services County Attorney Expenses	6,610	0	6,610	0	6,610		
6510.035	Legal Services County Code Expenses	9,500	0	9,500	0	9,500		
6510.050	Legal Services Court Reporters	360	0	360	0	360		
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	3,000	0	3,000	0	3,000		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	1,000	0	1,000	0	1,000		
6550.270	Building Site Expenses Telephone	1,440	0	1,440	0	1,440		
6900.010	Advertising Budget Advertisements	4,500	0	4,500	0	4,500		
6900.030	Advertising Legislative Advertisements	23,000	0	23,000	0	23,000		
7000.020	Travel, Training & Expense Board Member Allowance	21,000	0	21,000	0	21,000		
7000.040	Travel, Training & Expense Continuing Education/Certificati	3,850	0	3,850	0	3,850		
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	37,686	0	37,686	100	37,586		
7000.115	Travel Training & Expense Mileage	600	0	600	0	600		
8010.110	Interfund Water & Wastewater Enterprise Ch	(77,615)	0	(77,615)	0	(77,615)		
8010.120	Interfund Landfill Enterprise Charges	(21,344)	0	(21,344)	0	(21,344)		
Department Total: 1001 - County Commissioners		1,202,104	18,823	1,183,281	100	1,183,181		
Department: 1002 - Circuit Court								
6000.100	Personnel Services Salaries	1,119,886	5,043	1,114,843	0	1,114,843		Adjustments approved in ITEM A
6100.010	Administrative Expense Administrative Expenses	2,000	0	2,000	0	2,000		
6100.060	Administrative Expense Books and Publications	2,000	0	2,000	0	2,000		
6100.080	Administrative Expense Copier Supplies	180	0	180	0	180		
6100.100	Administrative Expense Dues, Licenses & Subscriptions	4,734	0	4,734	0	4,734		
6100.110	Administrative Expense Envelopes	1,500	0	1,500	0	1,500		
6100.150	Administrative Expense Incentives & Events	1,515	0	1,515	0	1,515		
6100.190	Administrative Expense Office Supplies	6,820	0	6,820	0	6,820		
6100.210	Administrative Expense Paper	2,500	0	2,500	0	2,500		
6110.120	Supplies & Equipment Equipment Rental	1,200	0	1,200	0	1,200		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6110.170	Supplies & Equipment Jury Expenses	3,500	0	3,500	0	3,500		
6110.270	Supplies & Equipment Office Equipment Repairs	300	0	300	0	300		
6110.280	Supplies & Equipment Office Furniture	4,090	0	4,090	0	4,090		
6110.290	Supplies & Equipment Other Office Equipment	810	0	810	(101,822)	102,632	ARPA Funds Approved for AV Equipment-removed from requested budget	
6130.010	Equipment Maintenance Copier Lease	7,860	0	7,860	0	7,860		
6130.070	Equipment Maintenance Software Maintenance Agreements	17,626	0	17,626	0	17,626		
6150.050	Uniforms & Personal Equipment Uniforms	500	0	500	0	500		
6160.040	Grant Programs Court Security Grant	84,214	0	84,214	0	84,214		
6160.060	Grant Programs Drug Treatment Court	67,396	0	67,396	0	67,396		
6160.070	Grant Programs Family Support Services	126,115	0	126,115	0	126,115		
6510.030	Legal Services Court Appointed Attorneys	8,000	0	8,000	0	8,000		
6510.040	Legal Services Court Library Levy	2,000	0	2,000	0	2,000		
6510.050	Legal Services Court Reporters	5,000	0	5,000	0	5,000		
6510.080	Legal Services Jury Per Diem	92,000	0	92,000	0	92,000		
6550.028	Building Site Expenses Cable	265	0	265	0	265		
6550.270	Building Site Expenses Telephone	1,500	0	1,500	0	1,500		
7000.040	Travel, Training & Expense Continuing Education/Certificati	400	0	400	0	400		
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	5,962	0	5,962	0	5,962		
7000.115	Travel, Training & Expense Mileage	2,570	0	2,570	0	2,570		
Department Total: 1002 - Circuit Court		1,572,443	5,043	1,567,400	(101,822)	1,669,222		
Department: 1003 - Orphan's Court								
6000.100	Personnel Services Salaries	28,500	0	28,500	0	28,500		
6100.060	Administrative Expense Books and Publications	1,500	0	1,500	0	1,500		
6100.190	Administrative Expense Office Supplies	100	0	100	0	100		
7000.020	Travel, Training & Expense Board Member Allowance	4,800	0	4,800	0	4,800		
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	2,000	0	2,000	0	2,000		
Department Total: 1003 - Orphan's Court		36,900	0	36,900	0	36,900		
Department: 1004 - State's Attorney								
6000.100	Personnel Services Salaries	2,978,637	(12,573)	2,991,210	0	2,991,210		Adjustments approved in ITEM A
6100.010	Administrative Expense Administrative Expenses	4,000	0	4,000	0	4,000		
6100.100	Administrative Expense Dues, Licenses & Subscriptions	19,570	0	19,570	0	19,570		
6100.160	Administrative Expense Legal Books & Publications	3,360	0	3,360	0	3,360		
6100.190	Administrative Expense Office Supplies	9,000	0	9,000	0	9,000		
6110.090	Supplies & Equipment Computers & Printers	2,450	0	2,450	0	2,450		
6110.245	Supplies & Equipment Mobile Phones	12,570	0	12,570	0	12,570		
6110.280	Supplies & Equipment Office Furniture	3,125	0	3,125	0	3,125		
6110.290	Supplies & Equipment Other Office Equipment	2,000	0	2,000	0	2,000		
6110.390	Supplies & Equipment Small Equipment	2,000	0	2,000	0	2,000		
6130.010	Equipment Maintenance Copier Lease	12,000	0	12,000	0	12,000		
6130.070	Equipment Maintenance Software Maintenance Agreements	32,870	0	32,870	0	32,870		
6150.050	Uniforms & Personal Equipment Uniforms	1,827	0	1,827	0	1,827		
6510.090	Legal Services Prosecution Expenses	2,500	0	2,500	0	2,500		
6510.105	Legal Services Appeal Expenses	1,000	0	1,000	0	1,000		
6510.110	Legal Services Transcripts	5,000	0	5,000	0	5,000		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	5,000	0	5,000	0	5,000		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	1,500	0	1,500	0	1,500		
6540.040	Vehicle Operating Expenses Vehicle Registration	100	0	100	0	100		
6550.028	Building Site Expenses Cable	1,550	0	1,550	0	1,550		
6550.270	Building Site Expenses Telephone	1,500	0	1,500	0	1,500		
7000.080	Travel, Training & Expense Extradition Expense	14,000	0	14,000	0	14,000		
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	10,450	0	10,450	0	10,450		
9010.010	Capital Equipment New Vehicles	43,000	0	43,000	0	43,000		
Department Total: 1004 - State's Attorney		3,169,009	(12,573)	3,181,582	0	3,181,582		
Department: 1005 - Treasurer's Office								
Location: 010 - Treasurer's Office								
6000.100	Personnel Services Salaries	1,102,520	0	1,102,520	(4,324)	1,106,844	Requested personnel changes	
6000.400	Personnel Services Overtime Pay	2,000	0	2,000	0	2,000		
6100.055	Administrative Expense Bond	3,000	0	3,000	0	3,000		
6100.060	Administrative Expense Books and Publications	2,000	0	2,000	0	2,000		
6100.100	Administrative Expense Dues, Licenses & Subscriptions	3,370	0	3,370	0	3,370		
6100.110	Administrative Expense Envelopes	3,500	0	3,500	0	3,500		
6100.130	Administrative Expense Food Tax Bills & Envelopes	400	0	400	0	400		
6100.190	Administrative Expense Office Supplies	12,250	0	12,250	0	12,250		
6100.210	Administrative Expense Paper	2,000	0	2,000	0	2,000		
6100.220	Administrative Expense Payroll Checks & Forms	3,750	0	3,750	0	3,750		
6100.230	Administrative Expense Postage & Freight	100	0	100	0	100		
6100.250	Administrative Expense Room Tax Bills & Envelopes	1,000	0	1,000	0	1,000		
6100.260	Administrative Expense Tax Bills & Envelopes	19,000	0	19,000	0	19,000		
6110.090	Supplies & Equipment Computers & Printers	5,700	0	5,700	0	5,700		
6110.245	Supplies & Equipment Mobile Phones	2,700	0	2,700	0	2,700		
6110.270	Supplies & Equipment Office Equipment Repairs	300	0	300	0	300		
6110.290	Supplies & Equipment Other Office Equipment	1,500	0	1,500	0	1,500		
6130.010	Equipment Maintenance Copier Lease	2,700	0	2,700	0	2,700		
6130.020	Equipment Maintenance Equipment Annual Maint Contr.	107,500	0	107,500	0	107,500		
6530.110	Consulting Services Programming	1,200	0	1,200	0	1,200		
6550.270	Building Site Expenses Telephone	1,300	0	1,300	0	1,300		
7000.040	Travel, Training & Expense Continuing Education/Certificati	5,000	0	5,000	0	5,000		
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	2,660	0	2,660	0	2,660		
7000.115	Travel, Training & Expense Mileage	1,600	0	1,600	0	1,600		
8010.110	Interfund Water & Wastewater Enterprise Ch	(214,150)	0	(214,150)	0	(214,150)		
8010.120	Interfund Landfill Enterprise Charges	(39,492)	0	(39,492)	0	(39,492)		
Location Total: 010 - Treasurer's Office		1,033,408	0	1,033,408	(4,324)	1,037,732		
Location: 020 - Information Technology								
6000.100	Personnel Services Salaries	355,333	0	355,333	2,933	352,400	Requested personnel changes	
6100.100	Administrative Expense Dues, Licenses & Subscriptions	40	0	40	0	40		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6110.090	Supplies & Equipment Computers & Printers	2,100	0	2,100	0	2,100		
8010.110	Interfund Water & Wastewater Enterprise Ch	(7,491)	0	(7,491)	0	(7,491)		
8010.120	Interfund Landfill Enterprise Charges	(4,120)	0	(4,120)	0	(4,120)		
Location Total: 020 - Information Technology		345,862	0	345,862	2,933	342,929		
Department Total: 1005 - Treasurer's Office		1,379,270	0	1,379,270	(1,391)	1,380,661		
Department: 1006 - Elections Office								
6000.100	Personnel Services Salaries	15,000	0	15,000	0	15,000		
6000.500	Personnel Services State Employee Salary & Benefit	625,677	18,684	606,993	0	606,993		Total increase adjustment includes 2 step increase & 2% COLA
6100.100	Administrative Expense Dues, Licenses & Subscriptions	630	0	630	0	630		
6100.110	Administrative Expense Envelopes	1,000	0	1,000	0	1,000		
6100.180	Administrative Expense National Voter Regis Postcards	702	0	702	0	702		
6100.190	Administrative Expense Office Supplies	10,000	0	10,000	0	10,000		
6100.210	Administrative Expense Paper	1,200	0	1,200	0	1,200		
6110.090	Supplies & Equipment Computers & Printers	6,457	0	6,457	0	6,457		
6110.245	Supplies & Equipment Mobile Phones	2,000	0	2,000	0	2,000		
6110.440	Supplies & Equipment Voting Machines	290,528	0	290,528	0	290,528		
6120.010	Voting Machine & Poll Expenses Absentee Ballot Expenses	43,400	0	43,400	0	43,400		
6120.020	Voting Machine & Poll Expenses Ballot Expenses	600	0	600	0	600		
6120.040	Voting Machine & Poll Expenses Election Board Member Mileage	3,800	0	3,800	0	3,800		
6120.050	Voting Machine & Poll Expenses Election Cell Phone	1,500	0	1,500	0	1,500		
6120.060	Voting Machine & Poll Expenses Election Judge Expense	173,750	43,580	130,170	0	130,170		Board of Elections has Increased Training costs for Judges and State mandated \$100 bonus pay for returning judges
6120.070	Voting Machine & Poll Expenses Election Judge Training Material	10,000	0	10,000	0	10,000		
6120.080	Voting Machine & Poll Expenses Poll Rent & School Expense	2,800	0	2,800	0	2,800		
6120.090	Voting Machine & Poll Expenses Specimen Ballot Expense	24,000	0	24,000	0	24,000		
6120.095	Voting Machine & Poll Expenses State Allocation County Share	26,849	0	26,849	0	26,849		
6120.110	Voting Machine & Poll Expenses Voter Notification Cards	2,000	0	2,000	0	2,000		
6120.120	Voting Machine & Poll Expenses Voting Machine Supplies	9,000	0	9,000	0	9,000		
6130.010	Equipment Maintenance Copier Lease	1,627	0	1,627	0	1,627		
6130.070	Equipment Maintenance Software Maintenance Agreements	2,760	0	2,760	0	2,760		
6130.100	Equipment Maintenance Other Equipment Lease	1,769	0	1,769	0	1,769		
6530.150	Consulting Services Temporary Clerical Staff	55,440	12,240	43,200	0	43,200		Elections Dept request to hire 3 temp employees for 5 months, 5 days a week for 21 weeks/40 hours a week/\$22 an hour
6550.040	Building Site Expenses Cleaning Contract	5,200	0	5,200	0	5,200		
6550.050	Building Site Expenses Custodial Supplies	650	0	650	0	650		
6550.060	Building Site Expenses Electricity	8,750	0	8,750	0	8,750		
6550.081	Building Site Expenses Fire Extinguishers	100	0	100	0	100		
6550.170	Building Site Expenses Office Rent/Lease	75,000	0	75,000	0	75,000		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6550.180	Building Site Expenses Pest Control/Termite Insp	1,100	0	1,100	0	1,100		
6550.220	Building Site Expenses Security Alarm Monitoring	750	0	750	0	750		
6550.270	Building Site Expenses Telephone	6,840	0	6,840	0	6,840		
7000.020	Travel, Training & Expense Board Member Allowance	2,391	0	2,391	0	2,391		
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	13,687	0	13,687	0	13,687		
7000.115	Travel, Training & Expense Mileage	4,000	0	4,000	0	4,000		
Department Total: 1006 - Elections Office		1,430,957	74,504	1,356,453	0	1,356,453		
Department: 1007 - Human Resources								
Location: 090 - Human Resources								
6000.100	Personnel Services Salaries	453,215	0	453,215	0	453,215		
6000.400	Personnel Services Overtime Pay	4,000	0	4,000	0	4,000		
6100.010	Administrative Expense Administrative Expenses	540	0	540	0	540		
6100.040	Administrative Expense Alcohol and Drug Testing Supplie	250	0	250	0	250		
6100.050	Administrative Expense Background Checks	400	0	400	0	400		
6100.060	Administrative Expense Books and Publications	500	0	500	0	500		
6100.100	Administrative Expense Dues, Licenses & Subscriptions	500	0	500	0	500		
6100.110	Administrative Expense Envelopes	400	0	400	0	400		
6100.150	Administrative Expense Incentives & Events	1,000	0	1,000	0	1,000		
6100.190	Administrative Expense Office Supplies	2,400	0	2,400	0	2,400		
6100.210	Administrative Expense Paper	1,400	0	1,400	0	1,400		
6110.090	Supplies & Equipment Computers & Printers	4,000	0	4,000	0	4,000		
6110.245	Supplies & Equipment Mobile Phones	1,950	0	1,950	0	1,950		
6110.290	Supplies & Equipment Other Office Equipment	600	0	600	0	600		
6130.010	Equipment Maintenance Copier Lease	2,400	0	2,400	0	2,400		
6150.050	Uniforms & Personal Equipment Uniforms	850	0	850	0	850		
6530.040	Consulting Services Consulting Services	600	0	600	0	600		
6530.050	Consulting Services Crisis/Fitness for Duty	1,500	0	1,500	0	1,500		
6530.080	Consulting Services Physicals, Shots & Drug Testing	15,000	0	15,000	0	15,000		
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	3,500	0	3,500	0	3,500		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	1,500	0	1,500	0	1,500		
6550.270	Building Site Expenses Telephone	400	0	400	0	400		
6900.040	Advertising Personnel Advertisements	7,000	0	7,000	0	7,000		
7000.040	Travel, Training & Expense Continuing Education/Certificati	2,000	0	2,000	0	2,000		
7000.060	Travel, Training & Expense Educational Training	800	0	800	0	800		
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	1,200	0	1,200	0	1,200		
7000.115	Travel, Training & Expense Mileage	400	0	400	0	400		
8010.110	Interfund Water & Wastewater Enterprise Ch	(56,333)	0	(56,333)	0	(56,333)		
8010.120	Interfund Landfill Enterprise Charges	(18,073)	0	(18,073)	0	(18,073)		
Location Total: 090 - Human Resources		433,899	0	433,899	0	433,899		
Location: 095 - Volunteer Services								
6000.100	Personnel Services Salaries	63,253	0	63,253	0	63,253		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6100.150	Administrative Expense Incentives & Events	5,150	0	5,150	0	5,150		
6100.190	Administrative Expense Office Supplies	600	0	600	0	600		
7000.115	Travel, Training & Expense Mileage	100	0	100	0	100		
Location Total: 095 - Volunteer Services		69,103	0	69,103	0	69,103		
Department Total: 1007 - Human Resources		503,002	0	503,002	0	503,002		
Department: 1008 - Development, Review & Permi								
6000.100	Personnel Services Salaries	1,767,860	10,660	1,757,200	0	1,757,200		Adjustments for Approved ITEM A
6000.400	Personnel Services Overtime Pay	3,000	0	3,000	0	3,000		
6100.010	Administrative Expense Administrative Expenses	0	0	0	(8,000)	8,000	Moved to bank fees	
6100.052	Administrative Expense Bank Fees	8,000	0	8,000	8,000	0	Credit Card Transaction Fees	
6100.060	Administrative Expense Books and Publications	1,915	0	1,915	0	1,915		
6100.070	Administrative Expense International Bldg Code Supplies	500	0	500	0	500		
6100.080	Administrative Expense Copier Supplies	75	0	75	0	75		
6100.100	Administrative Expense Dues, Licenses & Subscriptions	3,167	0	3,167	0	3,167		
6100.110	Administrative Expense Envelopes	1,500	0	1,500	0	1,500		
6100.190	Administrative Expense Office Supplies	2,500	0	2,500	0	2,500		
6100.210	Administrative Expense Paper	2,000	0	2,000	0	2,000		
6100.230	Administrative Expense Postage & Freight	2,850	0	2,850	2,700	150	Increase postage for certified mail - Board of Zoning Appeals. Offset by Zoning Fees	
6100.240	Administrative Expense Printing Expense	7,200	0	7,200	0	7,200		
6110.080	Supplies & Equipment Computer Repairs & Supplies	750	0	750	0	750		
6110.140	Supplies & Equipment GIS Mapping Supplies	4,900	0	4,900	0	4,900		
6110.245	Supplies & Equipment Mobile Phones	5,737	0	5,737	0	5,737		
6110.270	Supplies & Equipment Office Equipment Repairs	300	0	300	0	300		
6110.280	Supplies & Equipment Office Furniture	500	0	500	0	500		
6110.340	Supplies & Equipment Safety Program Equipment	150	0	150	0	150		
6110.390	Supplies & Equipment Small Equipment	500	0	500	0	500		
6130.010	Equipment Maintenance Copier Lease	2,978	0	2,978	0	2,978		
6130.020	Equipment Maintenance Equipment Annual Maint Contr.	1,100	0	1,100	0	1,100		
6130.070	Equipment Maintenance Software Maintenance Agreements	7,500	0	7,500	0	7,500		
6180.010	Housing Rehabilitation Program CDBG Advertising	4,000	0	4,000	0	4,000		
6180.020	Housing Rehabilitation Program CDBG Appraisals & Credit Reports	1,500	0	1,500	0	1,500		
6180.040	Housing Rehabilitation Program CDBG Housing Rehab Grant	150,000	0	150,000	0	150,000		
6180.050	Housing Rehabilitation Program Housing Rental & Disability Cons	6,000	0	6,000	0	6,000		
6180.060	Housing Rehabilitation Program Lead Paint Contract Inspections	23,000	0	23,000	0	23,000		
6180.080	Housing Rehabilitation Program Special Loan Fee Expense	7,000	0	7,000	0	7,000		
6510.010	Legal Services Board/Commission Attorney	25,000	0	25,000	0	25,000		
6510.050	Legal Services Court Reporters	3,500	0	3,500	0	3,500		
6530.040	Consulting Services Consulting Services	125,000	0	125,000	0	125,000		
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	12,000	0	12,000	0	12,000		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	4,000	0	4,000	0	4,000		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6550.081	Building Site Expenses Fire Extinguishers	150	0	150	0	150		
6550.270	Building Site Expenses Telephone	1,260	0	1,260	0	1,260		
6900.025	Advertising Legal Advertisements	16,000	0	16,000	0	16,000		
7000.020	Travel, Training & Expense Board Member Allowance	26,400	0	26,400	0	26,400		
7000.040	Travel, Training & Expense Continuing Education/Certificati	2,673	0	2,673	0	2,673		
7000.060	Travel, Training & Expense Educational Training	3,000	0	3,000	0	3,000		
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	9,910	0	9,910	0	9,910		
8010.110	Interfund Water & Wastewater Enterprise Ch	(19,708)	0	(19,708)	0	(19,708)		
8010.200	Interfund DRP Chargeback - Enqr Svcs	(75,281)	0	(75,281)	0	(75,281)		
Department Total: 1008 - Development, Review & Permits		2,150,386	10,660	2,139,726	2,700	2,137,026		
Department: 1010 - Environmental Programs								
6000.100	Personnel Services Salaries	1,275,385	0	1,275,385	0	1,275,385		
6000.400	Personnel Services Overtime Pay	1,500	0	1,500	0	1,500		
6100.030	Administrative Expense Alcohol and Drug Testing	100	0	100	0	100		
6100.052	Administrative Expense Bank Fees	7,000	0	7,000	0	7,000		
6100.060	Administrative Expense Books and Publications	846	0	846	0	846		
6100.080	Administrative Expense Copier Supplies	30	0	30	0	30		
6100.090	Administrative Expense Database/Shared Computer costs	900	0	900	0	900		
6100.100	Administrative Expense Dues, Licenses & Subscriptions	2,855	0	2,855	0	2,855		
6100.190	Administrative Expense Office Supplies	5,000	0	5,000	0	5,000		
6100.210	Administrative Expense Paper	500	0	500	0	500		
6100.230	Administrative Expense Postage & Freight	150	0	150	0	150		
6100.240	Administrative Expense Printing Expense	400	0	400	0	400		
6110.080	Supplies & Equipment Computer Repairs & Supplies	2,360	0	2,360	0	2,360		
6110.090	Supplies & Equipment Computers & Printers	2,100	0	2,100	0	2,100		
6110.140	Supplies & Equipment GIS Mapping Supplies	2,100	0	2,100	0	2,100		
6110.245	Supplies & Equipment Mobile Phones	7,420	0	7,420	0	7,420		
6110.270	Supplies & Equipment Office Equipment Repairs	150	0	150	0	150		
6110.295	Supplies & Equipment Program Supplies and Equipment	3,300	0	3,300	0	3,300		
6110.340	Supplies & Equipment Safety Program Equipment	250	0	250	0	250		
6110.390	Supplies & Equipment Small Equipment	850	0	850	0	850		
6130.010	Equipment Maintenance Copier Lease	3,600	0	3,600	1,500	2,100	Increase for new copier lease	
6160.011	Grant Programs DNR Coastal Projects	1,508,500	0	1,508,500	0	1,508,500		
6160.135	Grant Programs Other Environmental Grants	96,000	0	96,000	0	96,000		
6160.140	Grant Programs Septic Upgrade Grant	240,000	0	240,000	0	240,000		
6530.140	Consulting Services Stormwater Management Review	74,100	0	74,100	0	74,100		
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	18,000	0	18,000	0	18,000		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	5,400	0	5,400	0	5,400		
6540.040	Vehicle Operating Expenses Vehicle Registration	300	0	300	0	300		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6550.270	Building Site Expenses Telephone	1,045	0	1,045	0	1,045		
6900.025	Advertising Legal Advertisements	1,200	0	1,200	0	1,200		
6900.060	Advertising Water & Sewer Plan Amendments	2,000	0	2,000	0	2,000		
7000.020	Travel, Training & Expense Board Member Allowance	300	0	300	0	300		
7000.040	Travel, Training & Expense Continuing Education/Certificati	635	0	635	0	635		
7000.060	Travel, Training & Expense Educational Training	4,075	0	4,075	0	4,075		
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	290	0	290	0	290		
8010.110	Interfund Water & Wastewater Enterprise Ch	(30,647)	0	(30,647)	0	(30,647)		
Department Total: 1010 - Environmental Programs		3,237,994	0	3,237,994	1,500	3,236,494		
Department: 1011 - Information Technology								
6000.100	Personnel Services Salaries	657,409	0	657,409	0	657,409		
6000.400	Personnel Services Overtime Pay	3,000	0	3,000	0	3,000		
6100.010	Administrative Expense Administrative Expenses	500	0	500	0	500		
6100.190	Administrative Expense Office Supplies	500	0	500	0	500		
6100.210	Administrative Expense Paper	200	0	200	0	200		
6110.090	Supplies & Equipment Computers & Printers	6,300	0	6,300	0	6,300		
6110.245	Supplies & Equipment Mobile Phones	13,200	0	13,200	0	13,200		
6110.280	Supplies & Equipment Office Furniture	2,700	0	2,700	0	2,700		
6150.050	Uniforms & Personal Equipment Uniforms	500	0	500	0	500		
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	1,800	0	1,800	0	1,800		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	1,000	0	1,000	0	1,000		
6550.081	Building Site Expenses Fire Extinguishers	40	0	40	0	40		
7000.040	Travel, Training & Expense Continuing Education/Certificati	5,000	0	5,000	0	5,000		
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	2,400	0	2,400	0	2,400		
7000.115	Travel, Training & Expense Mileage	200	0	200	0	200		
8010.110	Interfund Water & Wastewater Enterprise Ch	(23,234)	0	(23,234)	0	(23,234)		
8010.120	Interfund Landfill Enterprise Charges	(10,114)	0	(10,114)	0	(10,114)		
Department Total: 1011 - Information Technology		661,401	0	661,401	0	661,401		
Department: 1090 - Other General Government								
Location: 020 - Information Technology								
6100.100	Administrative Expense Dues, Licenses & Subscriptions	4,852	0	4,852	0	4,852		
6100.190	Administrative Expense Office Supplies	8,000	0	8,000	0	8,000		
6110.080	Supplies & Equipment Computer Repairs & Supplies	10,000	0	10,000	0	10,000		
6110.090	Supplies & Equipment Computers & Printers	20,000	0	20,000	0	20,000		
6110.165	Supplies & Equipment IT	4,000	0	4,000	0	4,000		
6110.270	Supplies & Equipment Office Equipment Repairs	500	0	500	0	500		
6130.020	Equipment Maintenance Equipment Annual Maint Contr.	144,200	0	144,200	0	144,200		
6130.025	Equipment Maintenance Equipment Upgrades & Replacement	0	0	0	(77,000)	77,000	ARPA Funds approved for meeting room equip - removed from FY24 budget request	
6130.042	Equipment Maintenance Network	214,000	0	214,000	0	214,000		



Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6130.060	Equipment Maintenance Software Licensing	68,000	0	68,000	(150,000)	218,000	\$150K removed due to duplication. This has been accounted for in 1090.020.9010.040 Cap Equip IT	
6130.070	Equipment Maintenance Software Maintenance Agreements	138,850	0	138,850	0	138,850		
6130.075	Equipment Maintenance Software Upgrades	132,528	0	132,528	0	132,528		
6160.043	Grant Programs Other Grants	100,000	0	100,000	0	100,000		
6500.090	Systems Maintenance Wireless Network Upgrades	500	0	500	0	500		
6530.110	Consulting Services Programming	17,000	0	17,000	0	17,000		
6550.305	Building Site Expenses Utility Locator	500	0	500	0	500		
6700.250	Other Maint. & Svcs Internet Service	4,800	0	4,800	0	4,800		
7000.060	Travel, Training & Expense Educational Training	8,000	0	8,000	0	8,000		
9010.040	Capital Equipment IT Equipment	150,000	0	150,000	0	150,000		
Location Total: 020 - Information Technology		1,025,730	0	1,025,730	(227,000)	1,252,730		
Location: 025 - Management Information System								
6110.270	Supplies & Equipment Office Equipment Repairs	1,000	0	1,000	0	1,000		
6110.350	Supplies & Equipment Scanners	10,000	0	10,000	0	10,000		
6130.070	Equipment Maintenance Software Maintenance Agreements	138,600	0	138,600	0	138,600		
7000.060	Travel, Training & Expense Educational Training	3,000	0	3,000	0	3,000		
Location Total: 025 - Management Information Systems		152,600	0	152,600	0	152,600		
Location: 050 - Courthouse								
6550.030	Building Site Expenses Carpet/VCT Cleaning	5,000	0	5,000	0	5,000		
6550.050	Building Site Expenses Custodial Supplies	10,800	0	10,800	0	10,800		
6550.060	Building Site Expenses Electricity	93,000	0	93,000	0	93,000		
6550.070	Building Site Expenses Elevator Testing	10,000	0	10,000	0	10,000		
6550.080	Building Site Expenses Fire Alarm Testing	2,030	0	2,030	0	2,030		
6550.081	Building Site Expenses Fire Extinguishers	225	0	225	0	225		
6550.090	Building Site Expenses General Maintenance Repairs	50,000	0	50,000	0	50,000		
6550.100	Building Site Expenses Generator Services & Repairs	2,500	0	2,500	0	2,500		
6550.110	Building Site Expenses Heating Fuel Oil	25,000	0	25,000	0	25,000		
6550.124	Building Site Expenses HVAC Loop Water Treatment	700	0	700	0	700		
6550.180	Building Site Expenses Pest Control/Termite Insp	480	0	480	0	480		
6550.230	Building Site Expenses Security System Expenses	2,000	0	2,000	0	2,000		
6550.250	Building Site Expenses Sprinkler Testing	910	0	910	0	910		
6550.270	Building Site Expenses Telephone	14,600	0	14,600	0	14,600		
6550.280	Building Site Expenses Tipping Fees	600	0	600	0	600		
6550.300	Building Site Expenses Trash Removal	2,500	0	2,500	0	2,500		
6550.310	Building Site Expenses Water & Sewer	1,500	0	1,500	0	1,500		
Location Total: 050 - Courthouse		221,845	0	221,845	0	221,845		
Location: 055 - Public Safety Storage								
6550.090	Building Site Expenses General Maintenance Repairs	5,000	0	5,000	0	5,000		
Location Total: 055 - Public Safety Storage		5,000	0	5,000	0	5,000		
Location: 060 - Isle of Wight								
6550.030	Building Site Expenses Carpet/VCT Cleaning	500	0	500	0	500		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6550.040	Building Site Expenses Cleaning Contract	9,300	0	9,300	0	9,300		
6550.050	Building Site Expenses Custodial Supplies	1,000	0	1,000	0	1,000		
6550.060	Building Site Expenses Electricity	7,000	0	7,000	0	7,000		
6550.080	Building Site Expenses Fire Alarm Testing	310	0	310	0	310		
6550.081	Building Site Expenses Fire Extinguishers	50	0	50	0	50		
6550.090	Building Site Expenses General Maintenance Repairs	4,000	0	4,000	0	4,000		
6550.120	Building Site Expenses Heating Propane	2,500	0	2,500	0	2,500		
6550.180	Building Site Expenses Pest Control/Termite Insp	340	0	340	0	340		
6550.220	Building Site Expenses Security Alarm Monitoring	1,000	0	1,000	0	1,000		
6550.240	Building Site Expenses Sewer Pump/Septic Tank Maint	400	0	400	0	400		
6550.280	Building Site Expenses Tipping Fees	100	0	100	0	100		
6550.300	Building Site Expenses Trash Removal	1,100	0	1,100	0	1,100		
6550.320	Building Site Expenses Water Treatment	2,000	0	2,000	0	2,000		
Location Total: 060 - Isle of Wight		29,600	0	29,600	0	29,600		
Location: 070 - Government Center								
6100.100	Administrative Expense Dues, Licenses & Subscriptions	18,322	0	18,322	0	18,322		
6100.165	Administrative Expense Meeting Expense	1,300	0	1,300	0	1,300		
6100.190	Administrative Expense Office Supplies	5,000	0	5,000	0	5,000		
6100.230	Administrative Expense Postage & Freight	137,000	0	137,000	0	137,000		
6110.090	Supplies & Equipment Computers & Printers	3,000	0	3,000	0	3,000		
6110.110	Supplies & Equipment Disaster Preparedness Materials	3,000	0	3,000	0	3,000		
6110.370	Supplies & Equipment Sign Materials	5,000	0	5,000	0	5,000		
6130.070	Equipment Maintenance Software Maintenance Agreements	92,400	0	92,400	0	92,400		
6130.100	Equipment Maintenance Other Equipment Lease	9,332	0	9,332	0	9,332		
6530.010	Consulting Services Annual Audit Fees	53,000	0	53,000	0	53,000		
6530.040	Consulting Services Consulting Services	74,000	0	74,000	0	74,000		
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	25,000	0	25,000	0	25,000		
6545	Energy	15,000	0	15,000	0	15,000		
6550.030	Building Site Expenses Carpet/VCT Cleaning	5,000	0	5,000	0	5,000		
6550.040	Building Site Expenses Cleaning Contract	85,000	0	85,000	0	85,000		
6550.050	Building Site Expenses Custodial Supplies	12,000	0	12,000	0	12,000		
6550.060	Building Site Expenses Electricity	100,000	0	100,000	0	100,000		
6550.070	Building Site Expenses Elevator Testing	3,000	0	3,000	0	3,000		
6550.080	Building Site Expenses Fire Alarm Testing	1,500	0	1,500	0	1,500		
6550.081	Building Site Expenses Fire Extinguishers	175	0	175	0	175		
6550.085	Building Site Expenses Generator Fuel Oil	800	0	800	0	800		
6550.090	Building Site Expenses General Maintenance Repairs	70,000	0	70,000	0	70,000		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6550.100	Building Site Expenses Generator Services & Repairs	6,000	0	6,000	0	6,000		
6550.120	Building Site Expenses Heating Propane	14,000	0	14,000	0	14,000		
6550.124	Building Site Expenses HVAC Loop Water Treatment	3,500	0	3,500	0	3,500		
6550.170	Building Site Expenses Office Rent/Lease	2,760	0	2,760	0	2,760		
6550.180	Building Site Expenses Pest Control/Termite Insp	300	0	300	0	300		
6550.220	Building Site Expenses Security Alarm Monitoring	204	0	204	0	204		
6550.230	Building Site Expenses Security System Expenses	6,000	0	6,000	0	6,000		
6550.250	Building Site Expenses Sprinkler Testing	1,060	0	1,060	0	1,060		
6550.260	Building Site Expenses Taxes	500	0	500	0	500		
6550.270	Building Site Expenses Telephone	47,000	0	47,000	0	47,000		
6550.280	Building Site Expenses Tipping Fees	1,000	0	1,000	0	1,000		
6550.300	Building Site Expenses Trash Removal	3,000	0	3,000	0	3,000		
6550.310	Building Site Expenses Water & Sewer	9,000	0	9,000	0	9,000		
7000.020	Travel, Training & Expense Board Member Allowance	33,800	0	33,800	0	33,800		
7000.050	Travel, Training & Expense Courier Service	1,500	0	1,500	0	1,500		
7000.060	Travel, Training & Expense Educational Training	700	0	700	0	700		
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	24,320	0	24,320	0	24,320		
7040.010	Tri-County Council Shore Transit MTA Local Match	481,069	0	481,069	0	481,069		
7040.020	Tri-County Council Shore Transit Capital Match	53,020	0	53,020	0	53,020		
7040.030	Tri-County Council Tri-County Council	10,000	0	10,000	0	10,000		
7120.110	Other Non-Matching Expenses Bridgetown Service Area Appro.	31,500	0	31,500	0	31,500		
7120.130	Other Non-Matching Expenses SDAT Expense	633,848	0	633,848	0	633,848		
7500	Other Expenses	86,897	0	86,897	0	86,897		
Location Total: 070 - Government Center		2,169,807	0	2,169,807	0	2,169,807		
Location: 075 - Other Government Buildings								
6550.028	Building Site Expenses Cable	120	0	120	0	120		
6550.030	Building Site Expenses Carpet/VCT Cleaning	200	0	200	0	200		
6550.040	Building Site Expenses Cleaning Contract	3,930	0	3,930	0	3,930		
6550.050	Building Site Expenses Custodial Supplies	900	0	900	0	900		
6550.060	Building Site Expenses Electricity	18,000	0	18,000	0	18,000		
6550.070	Building Site Expenses Elevator Testing	3,108	0	3,108	0	3,108		
6550.080	Building Site Expenses Fire Alarm Testing	755	0	755	0	755		
6550.081	Building Site Expenses Fire Extinguishers	130	0	130	0	130		
6550.090	Building Site Expenses General Maintenance Repairs	10,000	0	10,000	0	10,000		
6550.110	Building Site Expenses Heating Fuel Oil	2,000	0	2,000	0	2,000		
6550.124	Building Site Expenses HVAC Loop Water Treatment	520	0	520	0	520		
6550.140	Building Site Expenses Internet Access	4,092	0	4,092	0	4,092		
6550.180	Building Site Expenses Pest Control/Termite Insp	672	0	672	0	672		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6550.220	Building Site Expenses Security Alarm Monitoring	1,200	0	1,200	0	1,200		
6550.270	Building Site Expenses Telephone	900	0	900	0	900		
6550.280	Building Site Expenses Tipping Fees	400	0	400	0	400		
6550.310	Building Site Expenses Water & Sewer	3,900	0	3,900	0	3,900		
Location Total: 075 - Other Government Buildings		50,827	0	50,827	0	50,827		
Location: 080 - State's Attorney Building								
6550.030	Building Site Expenses Carpet/VCT Cleaning	800	0	800	0	800		
6550.040	Building Site Expenses Cleaning Contract	13,000	0	13,000	0	13,000		
6550.050	Building Site Expenses Custodial Supplies	950	0	950	0	950		
6550.060	Building Site Expenses Electricity	38,000	0	38,000	0	38,000		
6550.070	Building Site Expenses Elevator Testing	3,108	0	3,108	0	3,108		
6550.080	Building Site Expenses Fire Alarm Testing	553	0	553	0	553		
6550.081	Building Site Expenses Fire Extinguishers	40	0	40	0	40		
6550.090	Building Site Expenses General Maintenance Repairs	5,000	0	5,000	0	5,000		
6550.180	Building Site Expenses Pest Control/Termite Insp	500	0	500	0	500		
6550.220	Building Site Expenses Security Alarm Monitoring	408	0	408	0	408		
6550.230	Building Site Expenses Security System Expenses	750	0	750	0	750		
6550.250	Building Site Expenses Sprinkler Testing	760	0	760	0	760		
6550.270	Building Site Expenses Telephone	3,240	0	3,240	0	3,240		
6550.280	Building Site Expenses Tipping Fees	120	0	120	0	120		
6550.310	Building Site Expenses Water & Sewer	700	0	700	0	700		
Location Total: 080 - State's Attorney Building		67,929	0	67,929	0	67,929		
Location: 085 - Bank Street Building								
6550.030	Building Site Expenses Carpet/VCT Cleaning	450	0	450	0	450		
6550.040	Building Site Expenses Cleaning Contract	3,120	0	3,120	0	3,120		
6550.050	Building Site Expenses Custodial Supplies	400	0	400	0	400		
6550.060	Building Site Expenses Electricity	4,000	0	4,000	0	4,000		
6550.080	Building Site Expenses Fire Alarm Testing	320	0	320	0	320		
6550.081	Building Site Expenses Fire Extinguishers	35	0	35	0	35		
6550.090	Building Site Expenses General Maintenance Repairs	3,000	0	3,000	0	3,000		
6550.120	Building Site Expenses Heating Propane	4,100	0	4,100	0	4,100		
6550.180	Building Site Expenses Pest Control/Termite Insp	325	0	325	0	325		
6550.220	Building Site Expenses Security Alarm Monitoring	204	0	204	0	204		
6550.270	Building Site Expenses Telephone	1,200	0	1,200	0	1,200		
6550.280	Building Site Expenses Tipping Fees	50	0	50	0	50		
6550.300	Building Site Expenses Trash Removal	490	0	490	0	490		
6550.310	Building Site Expenses Water & Sewer	600	0	600	0	600		
Location Total: 085 - Bank Street Building		18,294	0	18,294	0	18,294		
Department Total: 1090 - Other General Government		3,741,632	0	3,741,632	(227,000)	3,968,632		
Department: 1101 - Sheriff's Office								
Location: 030 - Sheriff								

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6000.100	Personnel Services Salaries	7,114,062	0	7,114,062	(173,812)	7,287,874	Personnel request have been reworked to request a 1 grade increase for all sworn personnel.	
6000.400	Personnel Services Overtime Pay	396,550	0	396,550	0	396,550		
6000.410	Personnel Services Overtime Grants/Reimbursements	64,482	0	64,482	0	64,482		
6000.450	Personnel Services Overtime Pay - Kennel	88,317	0	88,317	0	88,317		
6100.030	Administrative Expense Alcohol and Drug Testing	600	0	600	0	600		
6100.050	Administrative Expense Background Checks	1,600	0	1,600	0	1,600		
6100.055	Administrative Expense Bond	750	0	750	0	750		
6100.060	Administrative Expense Books and Publications	8,000	0	8,000	0	8,000		
6100.080	Administrative Expense Copier Supplies	240	0	240	0	240		
6100.100	Administrative Expense Dues, Licenses & Subscriptions	6,318	0	6,318	0	6,318		
6100.110	Administrative Expense Envelopes	1,000	0	1,000	0	1,000		
6100.190	Administrative Expense Office Supplies	26,000	0	26,000	0	26,000		
6100.210	Administrative Expense Paper	5,056	0	5,056	0	5,056		
6100.230	Administrative Expense Postage & Freight	66	0	66	0	66		
6100.240	Administrative Expense Printing Expense	4,000	0	4,000	0	4,000		
6110.030	Supplies & Equipment Bike Patrol Equipment	6,000	0	6,000	0	6,000		
6110.035	Supplies & Equipment STAR Team Supplies & Equipment	22,131	0	22,131	0	22,131		
6110.050	Supplies & Equipment Camera Equipment	420,000	0	420,000	(74,383)	494,383	Reduction of \$74,383 in Body Worn Cameras per Sheriff Dept on 4/12/23	
6110.080	Supplies & Equipment Computer Repairs & Supplies	3,000	0	3,000	0	3,000		
6110.090	Supplies & Equipment Computers & Printers	68,500	0	68,500	0	68,500		
6110.125	Supplies & Equipment Equipment Maintenance & Repair	4,500	0	4,500	0	4,500		
6110.160	Supplies & Equipment Investigation Supplies	5,000	0	5,000	0	5,000		
6110.180	Supplies & Equipment K9 Expense	42,000	0	42,000	0	42,000		
6110.190	Supplies & Equipment Law Enforcement Equipment	170,000	0	170,000	0	170,000		
6110.245	Supplies & Equipment Mobile Phones	43,200	0	43,200	0	43,200		
6110.270	Supplies & Equipment Office Equipment Repairs	600	0	600	0	600		
6110.280	Supplies & Equipment Office Furniture	8,400	0	8,400	0	8,400		
6110.290	Supplies & Equipment Other Office Equipment	3,949	0	3,949	0	3,949		
6110.295	Supplies & Equipment Program Supplies and Equipment	600	0	600	0	600		
6110.297	Supplies & Equipment Community Policing Supplies	5,000	0	5,000	0	5,000		
6110.320	Supplies & Equipment Radio Supplies	2,000	0	2,000	0	2,000		
6130.010	Equipment Maintenance Copier Lease	5,500	0	5,500	0	5,500		
6130.020	Equipment Maintenance Equipment Annual Maint Contr.	6,000	0	6,000	0	6,000		
6130.040	Equipment Maintenance MILES Computer Chq/MDT User Fees	45,000	0	45,000	0	45,000		
6130.060	Equipment Maintenance Software Licensing	67,150	0	67,150	0	67,150		
6130.070	Equipment Maintenance Software Maintenance Agreements	157,094	0	157,094	0	157,094		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6150.010	Uniforms & Personal Equipment Bullet Proof Vests	49,000	0	49,000	0	49,000		
6150.040	Uniforms & Personal Equipment Uniform Allowance	84,150	0	84,150	0	84,150		
6150.050	Uniforms & Personal Equipment Uniforms	111,000	0	111,000	(33,000)	144,000	Reduction of \$33,000 in uniforms per Sheriff Dept 4/12/23	
6150.060	Uniforms & Personal Equipment Ammunition	84,585	0	84,585	0	84,585		
6510.085	Legal Services Other Legal Expenses	15,000	0	15,000	0	15,000		
6530.050	Consulting Services Crisis/Fitness for Duty	6,500	0	6,500	0	6,500		
6530.080	Consulting Services Physicals, Shots & Drug Testing	600	0	600	0	600		
6530.090	Consulting Services Pre-Employment Physicals	7,000	0	7,000	0	7,000		
6530.100	Consulting Services Professional Fees	4,500	0	4,500	0	4,500		
6530.115	Consulting Services Psychological Services	66,400	0	66,400	0	66,400		
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	273,000	0	273,000	0	273,000		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	140,000	0	140,000	0	140,000		
6540.040	Vehicle Operating Expenses Vehicle Registration	1,700	0	1,700	0	1,700		
6540.045	Vehicle Operating Expenses Vehicle Repairs Outside	20,000	0	20,000	0	20,000		
6540.050	Vehicle Operating Expenses Vehicle Use/Other Areas	33,600	0	33,600	0	33,600		
6550.028	Building Site Expenses Cable	1,020	0	1,020	0	1,020		
6550.060	Building Site Expenses Electricity	1,750	0	1,750	0	1,750		
6550.081	Building Site Expenses Fire Extinguishers	1,557	0	1,557	0	1,557		
6550.090	Building Site Expenses General Maintenance Repairs	2,000	0	2,000	0	2,000		
6550.170	Building Site Expenses Office Rent/Lease	2,500	0	2,500	0	2,500		
6550.270	Building Site Expenses Telephone	7,980	0	7,980	0	7,980		
6900.040	Advertising Personnel Advertisements	3,000	0	3,000	0	3,000		
7000.030	Travel, Training & Expense Canine Training	3,625	0	3,625	0	3,625		
7000.040	Travel, Training & Expense Continuing Education/Certificati	57,600	0	57,600	0	57,600		
7000.060	Travel, Training & Expense Educational Training	46,125	0	46,125	0	46,125		
7000.090	Travel, Training & Expense Firearms Training	7,020	0	7,020	0	7,020		
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	5,000	0	5,000	0	5,000		
7000.125	Travel, Training & Expense Transport Expenses	6,000	0	6,000	0	6,000		
9010.010	Capital Equipment New Vehicles	710,000	0	710,000	0	710,000		
9010.020	Capital Equipment Public Safety Equipment	155,184	0	155,184	0	155,184		
Location Total: 030 - Sheriff		10,710,061	0	10,710,061	(281,195)	10,991,256		
Location: 035 - Firearms Training Center								
6550.020	Building Site Expenses Buildings & Grounds Maintenance	3,000	0	3,000	0	3,000		
6550.060	Building Site Expenses Electricity	3,500	0	3,500	0	3,500		
6550.081	Building Site Expenses Fire Extinguishers	125	0	125	0	125		
6550.090	Building Site Expenses General Maintenance Repairs	8,280	0	8,280	0	8,280		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6550.200	Building Site Expenses Portalets	660	0	660	0	660		
6550.300	Building Site Expenses Trash Removal	1,300	0	1,300	0	1,300		
Location Total: 035 - Firearms Training Center		16,865	0	16,865	0	16,865		
Location: 040 - Animal Control								
6000.100	Personnel Services Salaries	226,406	0	226,406	0	226,406		
6000.400	Personnel Services Overtime Pay	16,500	0	16,500	0	16,500		
6100.010	Administrative Expense Administrative Expenses	100	0	100	0	100		
6100.100	Administrative Expense Dues, Licenses & Subscriptions	1,150	0	1,150	0	1,150		
6100.190	Administrative Expense Office Supplies	3,080	0	3,080	0	3,080		
6110.020	Supplies & Equipment Animal Food	5,000	0	5,000	0	5,000		
6110.025	Supplies & Equipment Animal Transport Containers	600	0	600	0	600		
6110.070	Supplies & Equipment CO2 for Chambers	15,000	0	15,000	0	15,000		
6110.135	Supplies & Equipment Fuel for Incinerator	6,000	0	6,000	0	6,000		
6110.290	Supplies & Equipment Other Office Equipment	200	0	200	0	200		
6110.315	Supplies & Equipment Rabies Clinic Supplies	5,000	0	5,000	0	5,000		
6110.395	Supplies & Equipment Spay and Neuter Supplies	11,000	0	11,000	0	11,000		
6110.430	Supplies & Equipment Traps	2,953	0	2,953	0	2,953		
6130.010	Equipment Maintenance Copier Lease	400	0	400	0	400		
6150.040	Uniforms & Personal Equipment Uniform Allowance	4,250	0	4,250	0	4,250		
6150.050	Uniforms & Personal Equipment Uniforms	7,000	0	7,000	0	7,000		
6530.120	Consulting Services Rabies Clinic	1,000	0	1,000	0	1,000		
6530.160	Consulting Services Veterinary Services	15,000	0	15,000	0	15,000		
6530.165	Consulting Services Vet Services - Spay & Neuter	6,000	0	6,000	0	6,000		
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	15,886	0	15,886	0	15,886		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	9,600	0	9,600	0	9,600		
6550.020	Building Site Expenses Buildings & Grounds Maintenance	2,017	0	2,017	0	2,017		
6550.028	Building Site Expenses Cable	1,100	0	1,100	0	1,100		
6550.030	Building Site Expenses Carpet/VCT Cleaning	1,200	0	1,200	0	1,200		
6550.040	Building Site Expenses Cleaning Contract	3,900	0	3,900	0	3,900		
6550.050	Building Site Expenses Custodial Supplies	577	0	577	0	577		
6550.060	Building Site Expenses Electricity	11,550	0	11,550	0	11,550		
6550.080	Building Site Expenses Fire Alarm Testing	360	0	360	0	360		
6550.081	Building Site Expenses Fire Extinguishers	300	0	300	0	300		
6550.090	Building Site Expenses General Maintenance Repairs	5,775	0	5,775	0	5,775		
6550.120	Building Site Expenses Heating Propane	5,000	0	5,000	0	5,000		
6550.130	Building Site Expenses Incinerator Expense	1,200	0	1,200	0	1,200		
6550.180	Building Site Expenses Pest Control/Termite Insp	300	0	300	0	300		
6550.220	Building Site Expenses Security Alarm Monitoring	180	0	180	0	180		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6550.240	Building Site Expenses Sewer Pump/Septic Tank Maint	850	0	850	0	850		
6550.242	Building Site Expenses Sewage Pump Monitoring	200	0	200	0	200		
6550.270	Building Site Expenses Telephone	12,700	0	12,700	0	12,700		
6550.300	Building Site Expenses Trash Removal	900	0	900	0	900		
7000.060	Travel, Training & Expense Educational Training	10,000	0	10,000	0	10,000		
9010.060	Capital Equipment Other	48,800	0	48,800	0	48,800		
Location Total: 040 - Animal Control		459,034	0	459,034	0	459,034		
Department Total: 1101 - Sheriff's Office		11,185,960	0	11,185,960	(281,195)	11,467,155		
Department: 1102 - Emergency Services								
Location: 044 - Operations Center								
6000.100	Personnel Services Salaries	1,881,434	0	1,881,434	0	1,881,434		
6000.400	Personnel Services Overtime Pay	192,038	0	192,038	0	192,038		
6100.010	Administrative Expense Administrative Expenses	4,500	0	4,500	0	4,500		
6100.100	Administrative Expense Dues, Licenses & Subscriptions	4,425	0	4,425	0	4,425		
6100.190	Administrative Expense Office Supplies	2,500	0	2,500	0	2,500		
6100.210	Administrative Expense Paper	1,000	0	1,000	0	1,000		
6110.017	Supplies & Equipment AED Units	7,500	0	7,500	0	7,500		
6110.090	Supplies & Equipment Computers & Printers	11,160	0	11,160	0	11,160		
6110.110	Supplies & Equipment Disaster Preparedness Materials	1,000	0	1,000	0	1,000		
6110.120	Supplies & Equipment Equipment Rental	10,000	0	10,000	0	10,000		
6110.125	Supplies & Equipment Equipment Maintenance & Repair	8,000	0	8,000	0	8,000		
6110.140	Supplies & Equipment GIS Mapping Supplies	1,400	0	1,400	0	1,400		
6110.245	Supplies & Equipment Mobile Phones	14,800	0	14,800	0	14,800		
6110.320	Supplies & Equipment Radio Supplies	31,500	0	31,500	0	31,500		
6110.325	Supplies & Equipment Radio Equipment	60,000	0	60,000	0	60,000		
6110.340	Supplies & Equipment Safety Program Equipment	10,000	0	10,000	0	10,000		
6130.010	Equipment Maintenance Copier Lease	3,048	0	3,048	0	3,048		
6130.040	Equipment Maintenance MILES Computer Chq/MDT User Fees	2,400	0	2,400	0	2,400		
6130.050	Equipment Maintenance Radio Maintenance Contract	310,126	0	310,126	0	310,126		
6130.060	Equipment Maintenance Software Licensing	19,500	0	19,500	0	19,500		
6130.070	Equipment Maintenance Software Maintenance Agreements	154,896	0	154,896	0	154,896		
6130.090	Equipment Maintenance Weather Service Subscription	2,400	0	2,400	0	2,400		
6150.040	Uniforms & Personal Equipment Uniform Allowance	2,500	0	2,500	0	2,500		
6150.050	Uniforms & Personal Equipment Uniforms	7,225	0	7,225	0	7,225		
6160.080	Grant Programs Homeland Security Grant	87,467	0	87,467	0	87,467		
6160.083	Grant Programs 911 Board	141,250	0	141,250	0	141,250		
6160.602	Grant Programs Homeland Security - HMEP	35,000	0	35,000	0	35,000		
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	15,000	0	15,000	0	15,000		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	8,650	0	8,650	0	8,650		



Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6540.040	Vehicle Operating Expenses Vehicle Registration	200	0	200	0	200		
6540.045	Vehicle Operating Expenses Vehicle Repairs Outside	4,200	0	4,200	0	4,200		
6550.028	Building Site Expenses Cable	1,440	0	1,440	0	1,440		
6550.060	Building Site Expenses Electricity	5,100	0	5,100	0	5,100		
6550.170	Building Site Expenses Office Rent/Lease	38,470	0	38,470	0	38,470		
6550.270	Building Site Expenses Telephone	28,000	0	28,000	0	28,000		
7000.040	Travel, Training & Expense Continuing Education/Certificati	8,500	0	8,500	0	8,500		
7000.060	Travel, Training & Expense Educational Training	5,500	0	5,500	0	5,500		
7000.100	Travel, Training & Expense Meetins/Conferences/Shows	10,900	0	10,900	0	10,900		
Location Total: 044 - Operations Center		3,133,029	0	3,133,029	0	3,133,029		
Location: 045 - Transmitter Site								
6130.020	Equipment Maintenance Equipment Annual Maint Contr.	37,500	0	37,500	0	37,500		
6550.060	Building Site Expenses Electricity	60,000	0	60,000	0	60,000		
6550.080	Building Site Expenses Fire Alarm Testing	1,250	0	1,250	0	1,250		
6550.081	Building Site Expenses Fire Extinguishers	200	0	200	0	200		
6550.086	Building Site Expenses Generator Fuel Propane	2,000	0	2,000	0	2,000		
6550.100	Building Site Expenses Generator Services & Repairs	10,000	0	10,000	0	10,000		
6550.180	Building Site Expenses Pest Control/Termite Insp	500	0	500	0	500		
6550.290	Building Site Expenses Transmitter Site Expenses	7,000	0	7,000	0	7,000		
Location Total: 045 - Transmitter Site		118,450	0	118,450	0	118,450		
Department Total: 1102 - Emergency Services		3,251,479	0	3,251,479	0	3,251,479		
Department: 1103 - Jail								
6000.100	Personnel Services Salaries	6,701,748	0	6,701,748	0	6,701,748		
6000.400	Personnel Services Overtime Pay	50,000	0	50,000	0	50,000		
6100.100	Administrative Expense Dues, Licenses & Subscriptions	175	0	175	0	175		
6100.190	Administrative Expense Office Supplies	6,750	0	6,750	0	6,750		
6110.090	Supplies & Equipment Computers & Printers	2,040	0	2,040	0	2,040		
6110.190	Supplies & Equipment Law Enforcement Equipment	1,500	0	1,500	0	1,500		
6110.245	Supplies & Equipment Mobile Phones	1,500	0	1,500	0	1,500		
6110.320	Supplies & Equipment Radio Supplies	5,000	0	5,000	0	5,000		
6130.010	Equipment Maintenance Copier Lease	6,700	0	6,700	0	6,700		
6130.040	Equipment Maintenance MILES Computer Chg/MDT User Fees	588	0	588	0	588		
6130.070	Equipment Maintenance Software Maintenance Agreements	22,905	0	22,905	0	22,905		
6150.040	Uniforms & Personal Equipment Uniform Allowance	57,400	0	57,400	0	57,400		
6150.050	Uniforms & Personal Equipment Uniforms	12,250	0	12,250	0	12,250		
6190.010	Inmate Expenses Food Services	450,000	0	450,000	0	450,000		
6190.020	Inmate Expenses Hospital & Physicians Charges	95,000	0	95,000	0	95,000		
6190.030	Inmate Expenses Inmate Supplies & Services	15,000	0	15,000	0	15,000		
6190.040	Inmate Expenses Jail Dentist	15,000	0	15,000	0	15,000	Frequent inmate dental needs	
6190.070	Inmate Expenses Kitchen Supplies	6,000	0	6,000	0	6,000		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6190.075	Inmate Expenses Medical Contract	1,468,584	0	1,468,584	0	1,468,584		
6190.080	Inmate Expenses Medical Supplies	25,000	0	25,000	0	25,000		
6190.090	Inmate Expenses Pharmaceutical	100,000	0	100,000	0	100,000		
6190.100	Inmate Expenses Processing Supplies	8,500	0	8,500	0	8,500		
6530.050	Consulting Services Crisis/Fitness for Duty	1,000	0	1,000	0	1,000		
6530.080	Consulting Services Physicals, Shots & Drug Testing	500	0	500	0	500		
6530.115	Consulting Services Psychological Services	2,500	0	2,500	0	2,500		
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	6,000	0	6,000	0	6,000		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	2,500	0	2,500	0	2,500		
6540.045	Vehicle Operating Expenses Vehicle Repairs Outside	300	0	300	0	300		
6550.050	Building Site Expenses Custodial Supplies	60,000	0	60,000	0	60,000		
6550.060	Building Site Expenses Electricity	200,000	0	200,000	0	200,000		
6550.080	Building Site Expenses Fire Alarm Testing	5,000	0	5,000	0	5,000		
6550.081	Building Site Expenses Fire Extinguishers	1,550	0	1,550	0	1,550		
6550.090	Building Site Expenses General Maintenance Repairs	75,000	0	75,000	0	75,000		
6550.100	Building Site Expenses Generator Services & Repairs	5,000	0	5,000	0	5,000		
6550.110	Building Site Expenses Heating Fuel Oil	200,000	0	200,000	0	200,000		
6550.125	Building Site Expenses HVAC Repairs/Replacement	10,000	0	10,000	0	10,000		
6550.180	Building Site Expenses Pest Control/Termite Insp	500	0	500	0	500		
6550.240	Building Site Expenses Sewer Pump/Septic Tank Maint	10,000	0	10,000	0	10,000		
6550.250	Building Site Expenses Sprinkler Testing	1,700	0	1,700	0	1,700		
6550.270	Building Site Expenses Telephone	16,000	0	16,000	0	16,000		
6550.300	Building Site Expenses Trash Removal	4,600	0	4,600	0	4,600		
6550.310	Building Site Expenses Water & Sewer	140,000	0	140,000	0	140,000	Decrease reduction of inmate population	
6700.050	Other Maint. & Svcs Phone Service	650	0	650	0	650		
6700.700	Other Maint. & Svcs Prison Labor	12,000	0	12,000	0	12,000		
7000.060	Travel, Training & Expense Educational Training	10,000	0	10,000	0	10,000		
7000.090	Travel, Training & Expense Firearms Training	3,850	0	3,850	0	3,850		
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	2,206	0	2,206	0	2,206		
9010.060	Capital Equipment Other	325,000	0	325,000	325,000	0	New Camera Equipment Upgrades Metal detector & conveyor belt screening	
Department Total: 1103 - Jail		10,147,496	0	10,147,496	325,000	9,822,496		
Department: 1104 - Fire Marshal								
6000.100	Personnel Services Salaries	550,032	12,459	537,573	0	537,573		Increase requested on 5/9/23 for an additional grade increase on top of original request
6000.400	Personnel Services Overtime Pay	20,000	0	20,000	0	20,000		
6100.060	Administrative Expense Books and Publications	350	0	350	0	350		
6100.100	Administrative Expense Dues, Licenses & Subscriptions	5,445	0	5,445	0	5,445		
6100.110	Administrative Expense Envelopes	200	0	200	0	200		
6100.190	Administrative Expense Office Supplies	500	0	500	0	500		
6100.210	Administrative Expense Paper	200	0	200	0	200		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6100.240	Administrative Expense Printing Expense	425	0	425	0	425		
6110.050	Supplies & Equipment Camera Equipment	800	0	800	0	800		
6110.090	Supplies & Equipment Computers & Printers	4,200	0	4,200	0	4,200		
6110.130	Supplies & Equipment Fire Investigation Equipment	1,600	0	1,600	0	1,600		
6110.150	Supplies & Equipment Hazmat Supplies & Equipment	14,556	0	14,556	0	14,556		
6110.160	Supplies & Equipment Investigation Supplies	1,600	0	1,600	0	1,600		
6110.190	Supplies & Equipment Law Enforcement Equipment	8,000	0	8,000	0	8,000		
6110.245	Supplies & Equipment Mobile Phones	3,900	0	3,900	0	3,900		
6110.280	Supplies & Equipment Office Furniture	1,000	0	1,000	0	1,000		
6110.320	Supplies & Equipment Radio Supplies	2,500	0	2,500	0	2,500		
6110.450	Supplies & Equipment Fire Prevention	900	0	900	0	900		
6130.010	Equipment Maintenance Copier Lease	1,305	0	1,305	0	1,305		
6130.040	Equipment Maintenance MILES Computer Chq/MDT User Fees	2,880	0	2,880	0	2,880		
6130.070	Equipment Maintenance Software Maintenance Agreements	3,302	0	3,302	0	3,302		
6150.020	Uniforms & Personal Equipment Fire Investigator Gear	6,900	0	6,900	0	6,900		
6150.040	Uniforms & Personal Equipment Uniform Allowance	3,600	0	3,600	0	3,600		
6150.050	Uniforms & Personal Equipment Uniforms	3,200	0	3,200	0	3,200		
6530.050	Consulting Services Crisis/Fitness for Duty	3,750	0	3,750	0	3,750		
6530.080	Consulting Services Physicals, Shots & Drug Testing	11,250	0	11,250	0	11,250		
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	25,000	0	25,000	0	25,000		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	10,000	0	10,000	0	10,000		
6550.270	Building Site Expenses Telephone	360	0	360	0	360		
7000.040	Travel, Training & Expense Continuing Education/Certificati	2,100	0	2,100	0	2,100		
7000.060	Travel, Training & Expense Educational Training	2,950	0	2,950	0	2,950		
7000.090	Travel, Training & Expense Firearms Training	1,500	0	1,500	0	1,500		
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	2,960	0	2,960	0	2,960		
Department Total: 1104 - Fire Marshal		697,265	12,459	684,806	0	684,806		
Department: 1105 - Volunteer Fire Departments								
Location: 100 - Town of Pocomoke								
7080.020	Fire & Ambulance County Grant to Ambulance Cos.	777,497	0	777,497	(11,306)	788,803		
7080.060	Fire & Ambulance State Grant for Fire Companies	2,725	0	2,725	0	2,725		
Location Total: 100 - Town of Pocomoke		780,222	0	780,222	(11,306)	791,528		
Location: 105 - Pocomoke VFD								
7080.010	Fire & Ambulance County Grant to Fire Companies	250,000	0	250,000	(10,905)	260,905	Removed additional supplement	
7080.060	Fire & Ambulance State Grant for Fire Companies	32,075	0	32,075	0	32,075		
Location Total: 105 - Pocomoke VFD		282,075	0	282,075	(10,905)	292,980		
Location: 110 - Town of Berlin								

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
7080.060	Fire & Ambulance State Grant for Fire Companies	10,711	0	10,711	0	10,711		
Location Total: 110 - Town of Berlin		10,711	0	10,711	0	10,711		
Location: 115 - Berlin VFD								
7080.010	Fire & Ambulance County Grant to Fire Companies	250,000	0	250,000	(10,905)	260,905	Removed additional supplement	
7080.020	Fire & Ambulance County Grant to Ambulance Cos.	1,022,270	0	1,022,270	10,215	1,012,055		
7080.060	Fire & Ambulance State Grant for Fire Companies	32,075	0	32,075	0	32,075		
Location Total: 115 - Berlin VFD		1,304,345	0	1,304,345	(690)	1,305,035		
Location: 120 - Town of Snow Hill								
7080.060	Fire & Ambulance State Grant for Fire Companies	2,260	0	2,260	0	2,260		
Location Total: 120 - Town of Snow Hill		2,260	0	2,260	0	2,260		
Location: 125 - Snow Hill VFD								
7080.010	Fire & Ambulance County Grant to Fire Companies	250,000	0	250,000	(10,905)	260,905	Removed additional supplement	
7080.020	Fire & Ambulance County Grant to Ambulance Cos.	873,776	0	873,776	16,894	856,882		
7080.060	Fire & Ambulance State Grant for Fire Companies	32,075	0	32,075	0	32,075		
Location Total: 125 - Snow Hill VFD		1,155,851	0	1,155,851	5,989	1,149,862		
Location: 130 - Town of Ocean City								
7080.020	Fire & Ambulance County Grant to Ambulance Cos.	2,332,479	0	2,332,479	(59,551)	2,392,030		
7080.060	Fire & Ambulance State Grant for Fire Companies	34,833	0	34,833	0	34,833		
Location Total: 130 - Town of Ocean City		2,367,312	0	2,367,312	(59,551)	2,426,863		
Location: 135 - Ocean City VFD								
7080.010	Fire & Ambulance County Grant to Fire Companies	250,000	0	250,000	(10,905)	260,905	Removed additional supplement	
7080.060	Fire & Ambulance State Grant for Fire Companies	32,075	0	32,075	0	32,075		
Location Total: 135 - Ocean City VFD		282,075	0	282,075	(10,905)	292,980		
Location: 145 - Girdletree VFD								
7080.010	Fire & Ambulance County Grant to Fire Companies	254,000	0	254,000	(10,905)	264,905	Removed additional supplement	
7080.020	Fire & Ambulance County Grant to Ambulance Cos.	75,000	0	75,000	0	75,000		
7080.060	Fire & Ambulance State Grant for Fire Companies	32,075	0	32,075	0	32,075		
Location Total: 145 - Girdletree VFD		361,075	0	361,075	(10,905)	371,980		
Location: 155 - Stockton VFD								
7080.010	Fire & Ambulance County Grant to Fire Companies	254,000	0	254,000	(10,905)	264,905	Removed additional supplement	
7080.020	Fire & Ambulance County Grant to Ambulance Cos.	75,000	0	75,000	0	75,000		
7080.060	Fire & Ambulance State Grant for Fire Companies	32,075	0	32,075	0	32,075		
Location Total: 155 - Stockton VFD		361,075	0	361,075	(10,905)	371,980		
Location: 165 - Newark VFD								
7080.010	Fire & Ambulance County Grant to Fire Companies	254,000	0	254,000	(10,905)	264,905	Removed additional supplement	
7080.020	Fire & Ambulance County Grant to Ambulance Cos.	385,957	0	385,957	7,984	377,973		
7080.060	Fire & Ambulance State Grant for Fire Companies	32,075	0	32,075	0	32,075		
Location Total: 165 - Newark VFD		672,032	0	672,032	(2,921)	674,953		
Location: 175 - Bishopville VFD								
7080.010	Fire & Ambulance County Grant to Fire Companies	254,000	0	254,000	(10,905)	264,905	Removed additional supplement	

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
7080.020	Fire & Ambulance County Grant to Ambulance Cos.	457,403	0	457,403	(4,074)	461,477		
7080.060	Fire & Ambulance State Grant for Fire Companies	32,075	0	32,075	0	32,075		
Location Total: 175 - Bishopville VFD		743,478	0	743,478	(14,979)	758,457		
Location: 185 - Showell VFD								
7080.010	Fire & Ambulance County Grant to Fire Companies	254,000	0	254,000	(10,905)	264,905	Removed additional supplement	
7080.020	Fire & Ambulance County Grant to Ambulance Cos.	441,243	0	441,243	(17,519)	458,762		
7080.060	Fire & Ambulance State Grant for Fire Companies	32,075	0	32,075	0	32,075		
Location Total: 185 - Showell VFD		727,318	0	727,318	(28,424)	755,742		
Location: 195 - Ocean Pines VFD								
7080.010	Fire & Ambulance County Grant to Fire Companies	250,000	0	250,000	(10,905)	260,905	Removed additional supplement	
7080.020	Fire & Ambulance County Grant to Ambulance Cos.	780,443	0	780,443	24,089	756,354		
7080.060	Fire & Ambulance State Grant for Fire Companies	32,075	0	32,075	0	32,075		
Location Total: 195 - Ocean Pines VFD		1,062,518	0	1,062,518	13,184	1,049,334		
Location: 197 - County Fire Training Center								
6110.150	Supplies & Equipment Hazmat Supplies & Equipment	53,000	0	53,000	0	53,000		
6200.020	Other Supplies & Materials Materials	30,000	0	30,000	30,000	0	Replacement fire foam request	
6550.010	Building Site Expenses Building/Property Improvement	1,000	0	1,000	0	1,000		
6550.030	Building Site Expenses Carpet/VCT Cleaning	1,000	0	1,000	0	1,000		
6550.040	Building Site Expenses Cleaning Contract	2,200	0	2,200	0	2,200		
6550.050	Building Site Expenses Custodial Supplies	200	0	200	0	200		
6550.060	Building Site Expenses Electricity	7,000	0	7,000	0	7,000		
6550.080	Building Site Expenses Fire Alarm Testing	472	0	472	0	472		
6550.081	Building Site Expenses Fire Extinguishers	200	0	200	0	200		
6550.085	Building Site Expenses Generator Fuel Oil	500	0	500	0	500		
6550.090	Building Site Expenses General Maintenance Repairs	3,000	0	3,000	0	3,000		
6550.100	Building Site Expenses Generator Services & Repairs	900	0	900	0	900		
6550.120	Building Site Expenses Heating Propane	2,000	0	2,000	0	2,000		
6550.180	Building Site Expenses Pest Control/Termite Insp	216	0	216	0	216		
6550.220	Building Site Expenses Security Alarm Monitoring	1,200	0	1,200	0	1,200		
6550.240	Building Site Expenses Sewer Pump/Septic Tank Maint	300	0	300	0	300		
6550.270	Building Site Expenses Telephone	500	0	500	0	500		
6550.280	Building Site Expenses Tipping Fees	10	0	10	0	10		
6550.300	Building Site Expenses Trash Removal	800	0	800	0	800		
6550.320	Building Site Expenses Water Treatment	50	0	50	0	50		
7000.125	Travel, Training & Expense Transport Expenses	3,000	0	3,000	0	3,000		
7080.030	Fire & Ambulance Firemens Training Center	10,000	0	10,000	0	10,000		
Location Total: 197 - County Fire Training Center		117,548	0	117,548	30,000	87,548		
Location: 198 - LOSAP								

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
7080.040	Fire & Ambulance LOSAP Appropriation	186,200	0	186,200	0	186,200		
7080.080	Fire & Ambulance EMT Paramedic Tuition Reimb Pgm	8,000	0	8,000	0	8,000		
	Location Total: 198 - LOSAP	194,200	0	194,200	0	194,200		
	Location: 200 - Administration							
7080.070	Fire & Ambulance Fire	54,000	0	54,000	0	54,000		
	Location Total: 200 - Administration	54,000	0	54,000	0	54,000		
	Department Total: 1105 - Volunteer Fire Departments	10,478,095	0	10,478,095	(112,318)	10,590,413		
	Department: 1201 - Maintenance							
6000.100	Personnel Services Salaries	1,299,779	0	1,299,779	0	1,299,779		
6000.400	Personnel Services Overtime Pay	7,500	0	7,500	0	7,500		
6100.100	Administrative Expense Dues, Licenses & Subscriptions	8,430	0	8,430	0	8,430		
6100.190	Administrative Expense Office Supplies	1,000	0	1,000	0	1,000		
6110.090	Supplies & Equipment Computers & Printers	10,800	0	10,800	0	10,800		
6110.120	Supplies & Equipment Equipment Rental	474	0	474	0	474		
6110.200	Supplies & Equipment Lawn Equipment & Maintenance	4,400	0	4,400	0	4,400		
6110.245	Supplies & Equipment Mobile Phones	14,400	0	14,400	0	14,400		
6110.320	Supplies & Equipment Radio Supplies	2,000	0	2,000	0	2,000		
6110.340	Supplies & Equipment Safety Program Equipment	3,500	0	3,500	0	3,500		
6110.420	Supplies & Equipment Tools & Supplies	7,500	0	7,500	0	7,500		
6130.035	Equipment Maintenance Maintenance Management Service	23,850	0	23,850	0	23,850		
6150.050	Uniforms & Personal Equipment Uniforms	11,800	0	11,800	0	11,800		
6530.080	Consulting Services Physicals, Shots & Drug Testing	100	0	100	0	100		
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	40,000	0	40,000	0	40,000		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	10,000	0	10,000	0	10,000		
6540.060	Vehicle Operating Expenses Vehicle Equipment	18,475	0	18,475	0	18,475		
6550.030	Building Site Expenses Carpet/VCT Cleaning	2,200	0	2,200	0	2,200		
6550.050	Building Site Expenses Custodial Supplies	1,200	0	1,200	0	1,200		
6550.060	Building Site Expenses Electricity	8,500	0	8,500	0	8,500		
6550.080	Building Site Expenses Fire Alarm Testing	300	0	300	0	300		
6550.081	Building Site Expenses Fire Extinguishers	400	0	400	0	400		
6550.090	Building Site Expenses General Maintenance Repairs	5,500	0	5,500	0	5,500		
6550.120	Building Site Expenses Heating Propane	5,000	0	5,000	0	5,000		
6550.180	Building Site Expenses Pest Control/Termite Insp	250	0	250	0	250		
6550.220	Building Site Expenses Security Alarm Monitoring	564	0	564	0	564		
6550.240	Building Site Expenses Sewer Pump/Septic Tank Maint	450	0	450	0	450		
6550.280	Building Site Expenses Tipping Fees	300	0	300	0	300		
6550.300	Building Site Expenses Trash Removal	825	0	825	0	825		
6800.010	Custodial Services Custodial Purchases	60,000	0	60,000	0	60,000		
6800.020	Custodial Services Custodial Supply Billing	(55,000)	0	(55,000)	0	(55,000)		
6900.005	Advertising Bid Advertising	500	0	500	0	500		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
7000.040	Travel, Training & Expense Continuing Education/Certificati	8,500	0	8,500	0	8,500		
7000.060	Travel, Training & Expense Educational Training	2,500	0	2,500	0	2,500		
9010.010	Capital Equipment New Vehicles	19,500	0	19,500	0	19,500		
9010.070	Capital Equipment Heavy Equipment	59,950	0	59,950	0	59,950		
Department Total: 1201 - Maintenance		1,585,447	0	1,585,447	0	1,585,447		
Department: 1202 - Roads								
6000.100	Personnel Services Salaries	1,719,643	0	1,719,643	0	1,719,643		
6000.400	Personnel Services Overtime Pay	20,000	0	20,000	0	20,000		
6100.080	Administrative Expense Copier Supplies	400	0	400	0	400		
6100.100	Administrative Expense Dues, Licenses & Subscriptions	818	0	818	0	818		
6100.190	Administrative Expense Office Supplies	1,400	0	1,400	0	1,400		
6110.080	Supplies & Equipment Computer Repairs & Supplies	160	0	160	0	160		
6110.120	Supplies & Equipment Equipment Rental	456	0	456	0	456		
6110.125	Supplies & Equipment Equipment Maintenance & Repair	3,665	0	3,665	0	3,665		
6110.245	Supplies & Equipment Mobile Phones	3,348	0	3,348	0	3,348		
6110.340	Supplies & Equipment Safety Program Equipment	6,000	0	6,000	0	6,000		
6110.345	Supplies & Equipment Salt	8,350	0	8,350	0	8,350		
6110.365	Supplies & Equipment Shop Supplies	5,000	0	5,000	0	5,000		
6110.370	Supplies & Equipment Sign Materials	50,000	0	50,000	0	50,000		
6110.390	Supplies & Equipment Small Equipment	20,000	0	20,000	0	20,000		
6110.400	Supplies & Equipment Striping Paint & Supplies	35,000	0	35,000	0	35,000		
6110.420	Supplies & Equipment Tools & Supplies	15,000	0	15,000	0	15,000		
6130.010	Equipment Maintenance Copier Lease	1,305	0	1,305	0	1,305		
6130.055	Equipment Maintenance Roads Management System	1,800	0	1,800	0	1,800		
6130.075	Equipment Maintenance Software Upgrades	2,400	0	2,400	0	2,400		
6140.010	Road Maintenance Materials Blacktop for Overlay	1,000,000	0	1,000,000	0	1,000,000		
6140.020	Road Maintenance Materials Patching Material	25,000	0	25,000	0	25,000		
6140.030	Road Maintenance Materials Stone	50,000	0	50,000	0	50,000		
6140.040	Road Maintenance Materials Pipe	120,000	0	120,000	0	120,000		
6140.050	Road Maintenance Materials Bridge Material	5,000	0	5,000	0	5,000		
6140.060	Road Maintenance Materials Other	3,000	0	3,000	0	3,000		
6150.050	Uniforms & Personal Equipment Uniforms	19,000	0	19,000	0	19,000		
6530.080	Consulting Services Physicals, Shots & Drug Testing	150	0	150	0	150		
6540.010	Vehicle Operating Expenses Equipment/Vehicle Rental	5,000	0	5,000	0	5,000		
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	220,000	0	220,000	0	220,000		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	133,500	0	133,500	0	133,500		
6540.040	Vehicle Operating Expenses Vehicle Registration	400	0	400	0	400		
6540.045	Vehicle Operating Expenses Vehicle Repairs Outside	50,000	0	50,000	0	50,000		
6540.060	Vehicle Operating Expenses Vehicle Equipment	5,160	0	5,160	0	5,160		
6550.030	Building Site Expenses Carpet/VCT Cleaning	800	0	800	0	800		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6550.040	Building Site Expenses Cleaning Contract	4,050	0	4,050	0	4,050		
6550.050	Building Site Expenses Custodial Supplies	1,300	0	1,300	0	1,300		
6550.060	Building Site Expenses Electricity	12,000	0	12,000	0	12,000		
6550.080	Building Site Expenses Fire Alarm Testing	900	0	900	0	900		
6550.081	Building Site Expenses Fire Extinguishers	1,250	0	1,250	0	1,250		
6550.085	Building Site Expenses Generator Fuel Oil	300	0	300	0	300		
6550.090	Building Site Expenses General Maintenance Repairs	5,000	0	5,000	0	5,000		
6550.100	Building Site Expenses Generator Services & Repairs	750	0	750	0	750		
6550.120	Building Site Expenses Heating Propane	5,500	0	5,500	0	5,500		
6550.180	Building Site Expenses Pest Control/Termite Insp	300	0	300	0	300		
6550.220	Building Site Expenses Security Alarm Monitoring	1,100	0	1,100	0	1,100		
6550.240	Building Site Expenses Sewer Pump/Septic Tank Maint	780	0	780	0	780		
6550.270	Building Site Expenses Telephone	3,000	0	3,000	0	3,000		
6600.010	Road Maintenance Ocean Pines Per Agreement	161,425	0	161,425	0	161,425		
6600.015	Road Maintenance Paving and Re-paving	5,000	0	5,000	0	5,000		
6600.020	Road Maintenance Special Road Construction	15,000	0	15,000	0	15,000		
6600.025	Road Maintenance Contractual Services	50,000	0	50,000	0	50,000		
6600.040	Road Maintenance Street Lighting	115,000	0	115,000	0	115,000		
6600.055	Road Maintenance Tipping Fees - Litter	5,000	0	5,000	0	5,000		
6900.025	Advertising Legal Advertisements	1,300	0	1,300	0	1,300		
7000.060	Travel, Training & Expense Educational Training	11,801	0	11,801	0	11,801		
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	500	0	500	0	500		
9010.010	Capital Equipment New Vehicles	430,000	0	430,000	0	430,000		
9010.070	Capital Equipment Heavy Equipment	82,645	0	82,645	0	82,645		
	Department Total: 1202 - Roads	4,445,656	0	4,445,656	0	4,445,656		
Department:	1203 - Public Works							
Location:	200 - Administration							
6000.100	Personnel Services Salaries	317,222	0	317,222	0	317,222		
6100.010	Administrative Expense Administrative Expenses	120	0	120	0	120		
6100.100	Administrative Expense Dues, Licenses & Subscriptions	1,500	0	1,500	0	1,500		
6100.190	Administrative Expense Office Supplies	2,000	0	2,000	0	2,000		
6110.080	Supplies & Equipment Computer Repairs & Supplies	300	0	300	0	300		
6110.245	Supplies & Equipment Mobile Phones	1,500	0	1,500	0	1,500		
6130.010	Equipment Maintenance Copier Lease	2,000	0	2,000	0	2,000		
6150.050	Uniforms & Personal Equipment Uniforms	500	0	500	0	500		
6530.040	Consulting Services Consulting Services	50,000	0	50,000	0	50,000		
6530.065	Consulting Services Gas Monitoring/Remediation	30,000	0	30,000	0	30,000		
6530.070	Consulting Services Ground Water Mon/Closed Landfill	60,000	0	60,000	0	60,000		
6530.170	Consulting Services Water & Sewer Consulting	50,000	0	50,000	0	50,000		



Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	6,500	0	6,500	0	6,500		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	1,825	0	1,825	0	1,825		
6550.043	Building Site Expenses Closed Landfills Maintenance	20,000	0	20,000	0	20,000		
6550.270	Building Site Expenses Telephone	420	0	420	0	420		
6900.005	Advertising Bid Advertising	500	0	500	0	500		
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	13,590	0	13,590	0	13,590		
8010.110	Interfund Water & Wastewater Enterprise Ch	(137,287)	0	(137,287)	0	(137,287)		
8010.120	Interfund Landfill Enterprise Charges	(36,003)	0	(36,003)	0	(36,003)		
8010.200	Interfund DRP Chargeback - Engr Svcs	75,281	0	75,281	0	75,281		
Location Total: 200 - Administration		459,968	0	459,968	0	459,968		
Location: 210 - Central Fuel Facility								
6550.090	Building Site Expenses General Maintenance Repairs	12,000	0	12,000	0	12,000		
6850.010	Central Fuel Facility Fuel Purchases	1,000,000	0	1,000,000	0	1,000,000		
6850.020	Central Fuel Facility Central Fuel Gas Billings	(1,000,000)	0	(1,000,000)	0	(1,000,000)		
Location Total: 210 - Central Fuel Facility		12,000	0	12,000	0	12,000		
Location: 220 - Fleet Management								
6000.100	Personnel Services Salaries	310,123	0	310,123	0	310,123		
6100.100	Administrative Expense Dues, Licenses & Subscriptions	150	0	150	0	150		
6110.340	Supplies & Equipment Safety Program Equipment	1,000	0	1,000	0	1,000		
6110.365	Supplies & Equipment Shop Supplies	2,000	0	2,000	0	2,000		
6110.420	Supplies & Equipment Tools & Supplies	5,000	0	5,000	0	5,000		
6130.020	Equipment Maintenance Equipment Annual Maint Contr.	1,000	0	1,000	0	1,000		
6130.075	Equipment Maintenance Software Upgrades	4,800	0	4,800	0	4,800		
6150.050	Uniforms & Personal Equipment Uniforms	2,000	0	2,000	0	2,000		
6530.080	Consulting Services Physicals, Shots & Drug Testing	150	0	150	0	150		
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	2,200	0	2,200	0	2,200		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	1,675	0	1,675	0	1,675		
6550.300	Building Site Expenses Trash Removal	700	0	700	0	700		
6700.650	Other Maint. & Svcs Tipping Fees	1,700	0	1,700	0	1,700		
6750.010	Fleet Services Fleet Repairs	164,500	0	164,500	0	164,500		
6750.020	Fleet Services Repair Billings	(195,124)	0	(195,124)	0	(195,124)		
7000.040	Travel, Training & Expense Continuing Education/Certificati	1,500	0	1,500	0	1,500		
Location Total: 220 - Fleet Management		303,374	0	303,374	0	303,374		
Department Total: 1203 - Public Works		775,342	0	775,342	0	775,342		
Department: 1204 - Boat Landings								
Location: 240 - For Non-Split Expenses								
6160.180	Grant Programs Boat Landing Site Expenses	5,000	0	5,000	0	5,000		
Location Total: 240 - For Non-Split Expenses		5,000	0	5,000	0	5,000		
Location: 250 - Cedar Hall								
6550.060	Building Site Expenses Electricity	500	0	500	0	500		
6550.090	Building Site Expenses General Maintenance Repairs	100	0	100	0	100		
6550.200	Building Site Expenses Portalets	900	0	900	0	900		
Location Total: 250 - Cedar Hall		1,500	0	1,500	0	1,500		
Location: 255 - Gum Point								

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6550.060	Building Site Expenses Electricity	400	0	400	0	400		
6550.090	Building Site Expenses General Maintenance Repairs	100	0	100	0	100		
6550.200	Building Site Expenses Portalets	900	0	900	0	900		
	Location Total: 255 - Gum Point	1,400	0	1,400	0	1,400		
	Location: 260 - George Island Landing							
6160.181	Grant Programs DNR Waterway Improvement Funds	75,000	0	75,000	0	75,000		
6550.090	Building Site Expenses General Maintenance Repairs	100	0	100	0	100		
6550.200	Building Site Expenses Portalets	900	0	900	0	900		
6900.005	Advertising Bid Advertising	200	0	200	0	200		
	Location Total: 260 - George Island Landing	76,200	0	76,200	0	76,200		
	Location: 265 - Public Landing							
6160.181	Grant Programs DNR Waterway Improvement Funds	200,000	0	200,000	0	200,000		
6550.050	Building Site Expenses Custodial Supplies	500	0	500	0	500		
6550.060	Building Site Expenses Electricity	3,300	0	3,300	0	3,300		
6550.090	Building Site Expenses General Maintenance Repairs	6,000	0	6,000	0	6,000		
6550.200	Building Site Expenses Portalets	2,838	0	2,838	0	2,838		
6900.005	Advertising Bid Advertising	200	0	200	0	200		
	Location Total: 265 - Public Landing	212,838	0	212,838	0	212,838		
	Location: 270 - Taylor Landing							
6550.090	Building Site Expenses General Maintenance Repairs	100	0	100	0	100		
6550.200	Building Site Expenses Portalets	900	0	900	0	900		
	Location Total: 270 - Taylor Landing	1,000	0	1,000	0	1,000		
	Location: 275 - South Point							
6550.090	Building Site Expenses General Maintenance Repairs	200	0	200	0	200		
6550.200	Building Site Expenses Portalets	900	0	900	0	900		
	Location Total: 275 - South Point	1,100	0	1,100	0	1,100		
	Location: 280 - West Ocean City							
6550.050	Building Site Expenses Custodial Supplies	1,500	0	1,500	0	1,500		
6550.060	Building Site Expenses Electricity	2,800	0	2,800	0	2,800		
6550.090	Building Site Expenses General Maintenance Repairs	17,000	0	17,000	0	17,000		
6550.300	Building Site Expenses Trash Removal	2,000	0	2,000	0	2,000		
6550.310	Building Site Expenses Water & Sewer	1,500	0	1,500	0	1,500		
	Location Total: 280 - West Ocean City	24,800	0	24,800	0	24,800		
	Location: 285 - Mason Landing							
6550.060	Building Site Expenses Electricity	300	0	300	0	300		
6550.090	Building Site Expenses General Maintenance Repairs	100	0	100	0	100		
6550.200	Building Site Expenses Portalets	900	0	900	0	900		
	Location Total: 285 - Mason Landing	1,300	0	1,300	0	1,300		
	Location: 290 - Shell Mill							
6550.090	Building Site Expenses General Maintenance Repairs	100	0	100	0	100		
6550.200	Building Site Expenses Portalets	900	0	900	0	900		
	Location Total: 290 - Shell Mill	1,000	0	1,000	0	1,000		
	Department Total: 1204 - Boat Landings	326,138	0	326,138	0	326,138		
	Department: 1205 - Homeowner Convenience Cent							
6000.100	Personnel Services Salaries	262,549	0	262,549	0	262,549		
6000.400	Personnel Services Overtime Pay	5,000	0	5,000	0	5,000		
6100.010	Administrative Expense Administrative Expenses	6,000	0	6,000	0	6,000		
6150.050	Uniforms & Personal Equipment Uniforms	4,700	0	4,700	0	4,700		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6530.010	Consulting Services Annual Audit Fees	2,300	0	2,300	0	2,300		
6550.020	Building Site Expenses Buildings & Grounds Maintenance	6,000	0	6,000	0	6,000		
6550.060	Building Site Expenses Electricity	2,500	0	2,500	0	2,500		
6550.200	Building Site Expenses Portalets	3,024	0	3,024	0	3,024		
6550.270	Building Site Expenses Telephone	912	0	912	0	912		
6550.280	Building Site Expenses Tipping Fees	250,000	0	250,000	0	250,000		
7000.060	Travel, Training & Expense Educational Training	1,000	0	1,000	0	1,000		
8010.120	Interfund Landfill Enterprise Charges	198,951	0	198,951	0	198,951		
Department Total: 1205 - Homeowner Convenience Centers Department: 1206 - Recycling		742,936	0	742,936	0	742,936		
6000.100	Personnel Services Salaries	452,978	0	452,978	0	452,978		
6000.400	Personnel Services Overtime Pay	5,000	0	5,000	0	5,000		
6100.030	Administrative Expense Alcohol and Drug Testing	90	0	90	0	90		
6100.190	Administrative Expense Office Supplies	2,000	0	2,000	0	2,000		
6110.340	Supplies & Equipment Safety Program Equipment	1,500	0	1,500	0	1,500		
6110.420	Supplies & Equipment Tools & Supplies	11,500	0	11,500	0	11,500		
6150.050	Uniforms & Personal Equipment Uniforms	4,500	0	4,500	0	4,500		
6530.010	Consulting Services Annual Audit Fees	2,825	0	2,825	0	2,825		
6530.100	Consulting Services Professional Fees	10,000	0	10,000	0	10,000		
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	50,000	0	50,000	0	50,000		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	4,700	0	4,700	0	4,700		
6540.070	Vehicle Operating Expenses Off-road Fuel	10,000	0	10,000	0	10,000		
6540.080	Vehicle Operating Expenses Heavy Equipment Maintenance	20,000	0	20,000	0	20,000		
6550.020	Building Site Expenses Buildings & Grounds Maintenance	30,000	0	30,000	0	30,000		
6550.040	Building Site Expenses Cleaning Contract	3,900	0	3,900	0	3,900		
6550.050	Building Site Expenses Custodial Supplies	500	0	500	0	500		
6550.060	Building Site Expenses Electricity	30,000	0	30,000	0	30,000		
6550.081	Building Site Expenses Fire Extinguishers	300	0	300	0	300		
6550.180	Building Site Expenses Pest Control/Termite Insp	360	0	360	0	360		
6550.220	Building Site Expenses Security Alarm Monitoring	1,692	0	1,692	0	1,692		
6550.250	Building Site Expenses Sprinkler Testing	1,600	0	1,600	0	1,600		
6550.270	Building Site Expenses Telephone	1,080	0	1,080	0	1,080		
6550.280	Building Site Expenses Tipping Fees	2,000	0	2,000	0	2,000		
6700.620	Other Maint. & Svcs Tire Recycling	30,000	0	30,000	0	30,000		
6700.640	Other Maint. & Svcs Special Events	21,000	0	21,000	0	21,000		
6700.660	Other Maint. & Svcs HHW Ads	6,000	0	6,000	0	6,000		
6900.025	Advertising Legal Advertisements	500	0	500	0	500		
7000.060	Travel, Training & Expense Educational Training	1,000	0	1,000	0	1,000		
8010.120	Interfund Landfill Enterprise Charges	183,045	0	183,045	0	183,045		
9010.060	Capital Equipment Other	18,000	0	18,000	0	18,000		
Department Total: 1301 - Health Department		906,070	0	906,070	0	906,070		
Location: 200 - Administration								
6900.025	Advertising Legal Advertisements	2,500	0	2,500	0	2,500		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
7120.050	Other Non-Matching Expenses Health Dept Ocean City Apartment	18,860	0	18,860	0	18,860		
7120.060	Other Non-Matching Expenses Health Dept On Call	26,468	0	26,468	0	26,468		
7120.200	Other Non-Matching Expenses Local Management Board	0	0	0	(10,000)	10,000	State will cover Local Mgmt Board Funding in FY24	
7130.020	Matching Appropriation Health Department State Share	5,185,643	0	5,185,643	(184,546)	5,370,189	-Additional \$53,631 for Longevity step (employees hired before 6/30/18) - Elimination of 1 IT position being covered by the State & 1.5 Environmental Health Positions unable to fill the position	
Location Total: 200 - Administration		5,233,471	0	5,233,471	(194,546)	5,428,017		
Location: 300 - Snow Hill Branch								
6550.030	Building Site Expenses Carpet/VCT Cleaning	3,240	0	3,240	0	3,240		
6550.040	Building Site Expenses Cleaning Contract	47,402	0	47,402	0	47,402		
6550.060	Building Site Expenses Electricity	70,000	0	70,000	0	70,000		
6550.070	Building Site Expenses Elevator Testing	2,800	0	2,800	0	2,800		
6550.080	Building Site Expenses Fire Alarm Testing	600	0	600	0	600		
6550.081	Building Site Expenses Fire Extinguishers	200	0	200	0	200		
6550.085	Building Site Expenses Generator Fuel Oil	450	0	450	0	450		
6550.090	Building Site Expenses General Maintenance Repairs	27,000	0	27,000	0	27,000		
6550.100	Building Site Expenses Generator Services & Repairs	1,500	0	1,500	(1,000)	2,500	Based on FY23 actuals and trend	
6550.120	Building Site Expenses Heating Propane	70,000	0	70,000	(5,000)	75,000	Based on FY23 actuals and trend	
6550.124	Building Site Expenses HVAC Loop Water Treatment	550	0	550	0	550		
6550.180	Building Site Expenses Pest Control/Termite Insp	500	0	500	150	350	Based on FY23 actuals	
6550.220	Building Site Expenses Security Alarm Monitoring	450	0	450	150	300	Based on FY23 actuals	
6550.242	Building Site Expenses Sewage Pump Monitoring	550	0	550	0	550		
6550.250	Building Site Expenses Sprinkler Testing	3,650	0	3,650	0	3,650		
6550.270	Building Site Expenses Telephone	22,000	0	22,000	0	22,000		
6550.280	Building Site Expenses Tipping Fees	400	0	400	0	400		
6550.300	Building Site Expenses Trash Removal	1,200	0	1,200	0	1,200		
6550.310	Building Site Expenses Water & Sewer	4,000	0	4,000	0	4,000		
Location Total: 300 - Snow Hill Branch		256,492	0	256,492	(5,700)	262,192		
Location: 310 - Pocomoke Branch								
6550.030	Building Site Expenses Carpet/VCT Cleaning	1,000	0	1,000	0	1,000		
6550.040	Building Site Expenses Cleaning Contract	11,399	0	11,399	0	11,399		
6550.050	Building Site Expenses Custodial Supplies	50	0	50	0	50		
6550.060	Building Site Expenses Electricity	15,079	0	15,079	0	15,079		
6550.080	Building Site Expenses Fire Alarm Testing	200	0	200	0	200		
6550.081	Building Site Expenses Fire Extinguishers	100	0	100	0	100		
6550.090	Building Site Expenses General Maintenance Repairs	4,800	0	4,800	0	4,800		
6550.110	Building Site Expenses Heating Fuel Oil	8,000	0	8,000	500	7,500	Based on FY23 actuals and trend	
6550.124	Building Site Expenses HVAC Loop Water Treatment	300	0	300	0	300		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6550.180	Building Site Expenses Pest Control/Termite Insp	200	0	200	50	150	Based on FY23 actuals and trend	
6550.220	Building Site Expenses Security Alarm Monitoring	225	0	225	0	225		
6550.270	Building Site Expenses Telephone	4,750	0	4,750	0	4,750		
6550.280	Building Site Expenses Tipping Fees	50	0	50	0	50		
6550.300	Building Site Expenses Trash Removal	20	0	20	0	20		
Location Total: 310 - Pocomoke Branch		46,173	0	46,173	550	45,623		
Location: 320 - Berlin Branch								
6550.030	Building Site Expenses Carpet/VCT Cleaning	3,300	0	3,300	0	3,300		
6550.040	Building Site Expenses Cleaning Contract	19,060	0	19,060	0	19,060		
6550.060	Building Site Expenses Electricity	26,000	0	26,000	0	26,000		
6550.080	Building Site Expenses Fire Alarm Testing	950	0	950	0	950		
6550.081	Building Site Expenses Fire Extinguishers	175	0	175	0	175		
6550.090	Building Site Expenses General Maintenance Repairs	20,000	0	20,000	(5,000)	25,000	Based on FY23 actuals	
6550.100	Building Site Expenses Generator Services & Repairs	1,000	0	1,000	(1,500)	2,500	Based on FY23 actuals	
6550.120	Building Site Expenses Heating Propane	7,000	0	7,000	0	7,000		
6550.124	Building Site Expenses HVAC Loop Water Treatment	650	0	650	0	650		
6550.180	Building Site Expenses Pest Control/Termite Insp	600	0	600	300	300	Based on FY23 actuals	
6550.220	Building Site Expenses Security Alarm Monitoring	450	0	450	0	450		
6550.270	Building Site Expenses Telephone	9,000	0	9,000	0	9,000		
6550.280	Building Site Expenses Tipping Fees	300	0	300	0	300		
6550.300	Building Site Expenses Trash Removal	2,000	0	2,000	0	2,000		
Location Total: 320 - Berlin Branch		90,485	0	90,485	(6,200)	96,685		
Location: 330 - Ocean City Branch								
6550.030	Building Site Expenses Carpet/VCT Cleaning	200	0	200	0	200		
6550.040	Building Site Expenses Cleaning Contract	5,573	0	5,573	0	5,573		
6550.060	Building Site Expenses Electricity	3,000	0	3,000	0	3,000		
6550.080	Building Site Expenses Fire Alarm Testing	300	0	300	0	300		
6550.081	Building Site Expenses Fire Extinguishers	250	0	250	0	250		
6550.090	Building Site Expenses General Maintenance Repairs	3,000	0	3,000	2,500	500	Based on FY23 Actuals	
6550.120	Building Site Expenses Heating Propane	1,550	0	1,550	0	1,550		
6550.180	Building Site Expenses Pest Control/Termite Insp	300	0	300	75	225	Based on FY23 Actuals	
6550.220	Building Site Expenses Security Alarm Monitoring	225	0	225	0	225		
6550.270	Building Site Expenses Telephone	2,200	0	2,200	200	2,000	Based on FY23 actuals	
6550.280	Building Site Expenses Tipping Fees	25	0	25	0	25		
6550.300	Building Site Expenses Trash Removal	40	0	40	0	40		
6550.310	Building Site Expenses Water & Sewer	2,000	0	2,000	0	2,000		
Location Total: 330 - Ocean City Branch		18,663	0	18,663	2,775	15,888		
Location: 345 - Berlin Dental Clinic								
6550.030	Building Site Expenses Carpet/VCT Cleaning	200	0	200	0	200		
6550.040	Building Site Expenses Cleaning Contract	4,357	0	4,357	0	4,357		
6550.060	Building Site Expenses Electricity	8,500	0	8,500	0	8,500		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6550.080	Building Site Expenses Fire Alarm Testing	285	0	285	0	285		
6550.081	Building Site Expenses Fire Extinguishers	20	0	20	0	20		
6550.090	Building Site Expenses General Maintenance Repairs	2,000	0	2,000	0	2,000		
6550.120	Building Site Expenses Heating Propane	4,600	0	4,600	0	4,600		
6550.180	Building Site Expenses Pest Control/Termite Insp	250	0	250	0	250		
6550.220	Building Site Expenses Security Alarm Monitoring	225	0	225	0	225		
6550.255	Building Site Expenses Stormwater Utility Fee	100	0	100	0	100		
6550.270	Building Site Expenses Telephone	3,000	0	3,000	1,000	2,000	Based on FY23 actuals	
6550.280	Building Site Expenses Tipping Fees	20	0	20	0	20		
Location Total: 345 - Berlin Dental Clinic		23,557	0	23,557	1,000	22,557		
Location: 700 - School Safety								
7120.350	Other Non-Matching Expenses School Safety	189,755	0	189,755	0	189,755		
Location Total: 700 - School Safety		189,755	0	189,755	0	189,755		
Department Total: 1301 - Health Department		5,858,596	0	5,858,596	(202,121)	6,060,717		
Department: 1302 - Mosquito Control								
6000.100	Personnel Services Salaries	63,336	0	63,336	0	63,336		
6000.400	Personnel Services Overtime Pay	1,000	0	1,000	0	1,000		
6100.080	Administrative Expense Copier Supplies	100	0	100	0	100		
6100.100	Administrative Expense Dues, Licenses & Subscriptions	100	0	100	0	100		
6100.190	Administrative Expense Office Supplies	300	0	300	0	300		
6110.245	Supplies & Equipment Mobile Phones	500	0	500	0	500		
6110.340	Supplies & Equipment Safety Program Equipment	1,000	0	1,000	0	1,000		
6110.420	Supplies & Equipment Tools & Supplies	500	0	500	0	500		
6130.010	Equipment Maintenance Copier Lease	550	0	550	0	550		
6150.050	Uniforms & Personal Equipment Uniforms	500	0	500	0	500		
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	12,500	0	12,500	0	12,500		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	4,000	0	4,000	0	4,000		
6540.045	Vehicle Operating Expenses Vehicle Repairs Outside	2,000	0	2,000	0	2,000		
6550.050	Building Site Expenses Custodial Supplies	200	0	200	0	200		
6550.060	Building Site Expenses Electricity	2,300	0	2,300	0	2,300		
6550.081	Building Site Expenses Fire Extinguishers	150	0	150	0	150		
6550.090	Building Site Expenses General Maintenance Repairs	5,500	0	5,500	0	5,500		
6550.270	Building Site Expenses Telephone	500	0	500	0	500		
6550.280	Building Site Expenses Tipping Fees	100	0	100	0	100		
7000.040	Travel, Training & Expense Continuing Education/Certificati	200	0	200	0	200		
7120.030	Other Non-Matching Expenses Appropriation for Mosquito Cont.	70,000	0	70,000	0	70,000		
9010.010	Capital Equipment New Vehicles	32,250	0	32,250	0	32,250		
Department Total: 1302 - Mosquito Control		197,586	0	197,586	0	197,586		
Department: 1401 - Commission on Aging								
Location: 200 - Administration								
6110.295	Supplies & Equipment Program Supplies and Equipment	1,800	0	1,800	0	1,800		
6160.065	Grant Programs Md Dept of Aging	45,027	0	45,027	0	45,027		
6160.142	Grant Programs SSTAP	126,975	0	126,975	0	126,975		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	3,600	0	3,600	0	3,600		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	1,800	0	1,800	0	1,800		
6550.140	Building Site Expenses Internet Access	400	0	400	0	400		
7000.070	Travel, Training & Expense Allowance	7,000	0	7,000	0	7,000		
7140.010	Commission on Aging Appropriatio Aging Audit	1,000	0	1,000	0	1,000		
7140.040	Commission on Aging Appropriatio County Share Salaries & Fringe	410,800	0	410,800	20,800	390,000	Increase in benefit costs	
7170.010	Benefits & Insurance Allowance for COLA	0	0	0	(50,900)	50,900	Cost is now broken down by location	
Location Total: 200 - Administration		598,402	0	598,402	(30,100)	628,502		
Location: 300 - Snow Hill Branch								
6550.030	Building Site Expenses Carpet/VCT Cleaning	7,000	0	7,000	0	7,000		
6550.040	Building Site Expenses Cleaning Contract	21,400	0	21,400	0	21,400		
6550.050	Building Site Expenses Custodial Supplies	1,800	0	1,800	0	1,800		
6550.060	Building Site Expenses Electricity	24,000	0	24,000	0	24,000		
6550.080	Building Site Expenses Fire Alarm Testing	400	0	400	0	400		
6550.081	Building Site Expenses Fire Extinguishers	200	0	200	0	200		
6550.090	Building Site Expenses General Maintenance Repairs	8,000	0	8,000	0	8,000		
6550.100	Building Site Expenses Generator Services & Repairs	600	0	600	0	600		
6550.120	Building Site Expenses Heating Propane	20,000	0	20,000	0	20,000		
6550.140	Building Site Expenses Internet Access	1,200	0	1,200	0	1,200		
6550.180	Building Site Expenses Pest Control/Termite Insp	200	0	200	0	200		
6550.220	Building Site Expenses Security Alarm Monitoring	200	0	200	0	200		
6550.250	Building Site Expenses Sprinkler Testing	2,000	0	2,000	0	2,000		
6550.270	Building Site Expenses Telephone	1,200	0	1,200	0	1,200		
6550.300	Building Site Expenses Trash Removal	1,000	0	1,000	0	1,000		
6550.310	Building Site Expenses Water & Sewer	3,000	0	3,000	0	3,000		
7140.010	Commission on Aging Appropriatio Aging Audit	600	0	600	0	600		
7140.020	Commission on Aging Appropriatio Aging Insurance	1,000	0	1,000	0	1,000		
7140.035	Commission on Aging Appropriatio County Shr Kitchen Salary & Frng	22,100	0	22,100	1,100	21,000	Increase benefits costs	
7140.040	Commission on Aging Appropriatio County Share Salaries & Fringe	96,900	0	96,900	4,900	92,000	Increase in benefits cost	
Location Total: 300 - Snow Hill Branch		212,800	0	212,800	6,000	206,800		
Location: 310 - Pocomoke Branch								
6550.030	Building Site Expenses Carpet/VCT Cleaning	3,000	0	3,000	0	3,000		
6550.040	Building Site Expenses Cleaning Contract	3,600	0	3,600	0	3,600		
6550.050	Building Site Expenses Custodial Supplies	200	0	200	0	200		
6550.080	Building Site Expenses Fire Alarm Testing	200	0	200	0	200		
6550.090	Building Site Expenses General Maintenance Repairs	3,600	0	3,600	0	3,600		
6550.110	Building Site Expenses Heating Fuel Oil	4,800	0	4,800	0	4,800		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6550.124	Building Site Expenses HVAC Loop Water Treatment	200	0	200	0	200		
6550.140	Building Site Expenses Internet Access	1,200	0	1,200	0	1,200		
6550.180	Building Site Expenses Pest Control/Termite Insp	200	0	200	0	200		
6550.220	Building Site Expenses Security Alarm Monitoring	200	0	200	0	200		
6550.270	Building Site Expenses Telephone	600	0	600	0	600		
6550.310	Building Site Expenses Water & Sewer	1,000	0	1,000	0	1,000		
7140.010	Commission on Aging Appropriatio Aging Audit	600	0	600	0	600		
7140.020	Commission on Aging Appropriatio Aging Insurance	600	0	600	0	600		
7140.040	Commission on Aging Appropriatio County Share Salaries & Fringe	84,300	0	84,300	4,300	80,000	Increase in benefits costs	
Location Total: 310 - Pocomoke Branch		104,300	0	104,300	4,300	100,000		
Location: 320 - Berlin Branch								
6550.030	Building Site Expenses Carpet/VCT Cleaning	2,400	0	2,400	0	2,400		
6550.040	Building Site Expenses Cleaning Contract	4,200	0	4,200	0	4,200		
6550.050	Building Site Expenses Custodial Supplies	600	0	600	0	600		
6550.060	Building Site Expenses Electricity	8,000	0	8,000	0	8,000		
6550.080	Building Site Expenses Fire Alarm Testing	400	0	400	0	400		
6550.081	Building Site Expenses Fire Extinguishers	200	0	200	0	200		
6550.090	Building Site Expenses General Maintenance Repairs	2,000	0	2,000	0	2,000		
6550.100	Building Site Expenses Generator Services & Repairs	600	0	600	0	600		
6550.120	Building Site Expenses Heating Propane	2,000	0	2,000	0	2,000		
6550.140	Building Site Expenses Internet Access	1,200	0	1,200	0	1,200		
6550.180	Building Site Expenses Pest Control/Termite Insp	200	0	200	0	200		
6550.220	Building Site Expenses Security Alarm Monitoring	600	0	600	0	600		
6550.270	Building Site Expenses Telephone	1,200	0	1,200	0	1,200		
6550.300	Building Site Expenses Trash Removal	1,000	0	1,000	0	1,000		
6550.310	Building Site Expenses Water & Sewer	1,400	0	1,400	0	1,400		
7140.010	Commission on Aging Appropriatio Aging Audit	600	0	600	0	600		
7140.020	Commission on Aging Appropriatio Aging Insurance	600	0	600	0	600		
7140.040	Commission on Aging Appropriatio County Share Salaries & Fringe	84,300	0	84,300	4,300	80,000	Increase in benefits costs	
Location Total: 320 - Berlin Branch		111,500	0	111,500	4,300	107,200		
Location: 330 - Ocean City Branch								
6550.030	Building Site Expenses Carpet/VCT Cleaning	3,000	0	3,000	0	3,000		
6550.040	Building Site Expenses Cleaning Contract	6,200	0	6,200	0	6,200		
6550.050	Building Site Expenses Custodial Supplies	800	0	800	0	800		
6550.060	Building Site Expenses Electricity	6,000	0	6,000	0	6,000		
6550.080	Building Site Expenses Fire Alarm Testing	400	0	400	0	400		
6550.081	Building Site Expenses Fire Extinguishers	200	0	200	0	200		
6550.090	Building Site Expenses General Maintenance Repairs	6,000	0	6,000	0	6,000		



Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6550.120	Building Site Expenses Heating Propane	14,000	0	14,000	0	14,000		
6550.124	Building Site Expenses HVAC Loop Water Treatment	600	0	600	0	600		
6550.140	Building Site Expenses Internet Access	1,200	0	1,200	0	1,200		
6550.180	Building Site Expenses Pest Control/Termite Insp	200	0	200	0	200		
6550.220	Building Site Expenses Security Alarm Monitoring	400	0	400	0	400		
6550.250	Building Site Expenses Sprinkler Testing	800	0	800	0	800		
6550.270	Building Site Expenses Telephone	1,200	0	1,200	0	1,200		
6550.310	Building Site Expenses Water & Sewer	2,400	0	2,400	0	2,400		
7140.010	Commission on Aging Appropriatio Aging Audit	600	0	600	0	600		
7140.020	Commission on Aging Appropriatio Aging Insurance	600	0	600	0	600		
7140.040	Commission on Aging Appropriatio County Share Salaries & Fringe	84,300	0	84,300	4,300	80,000	Increase in benefits costs	
Location Total: 330 - Ocean City Branch		128,900	0	128,900	4,300	124,600		
Location: 340 - Worcester Adult Medical Day Svcs								
6550.140	Building Site Expenses Internet Access	400	0	400	0	400		
6550.270	Building Site Expenses Telephone	600	0	600	0	600		
7140.010	Commission on Aging Appropriatio Aging Audit	2,800	0	2,800	0	2,800		
7140.020	Commission on Aging Appropriatio Aging Insurance	1,000	0	1,000	0	1,000		
7140.040	Commission on Aging Appropriatio County Share Salaries & Fringe	170,700	0	170,700	8,700	162,000	Increase in benefits costs	
7140.090	Commission on Aging Appropriatio Senior Ride Service	20,000	0	20,000	0	20,000		
Location Total: 340 - Worcester Adult Medical Day Svcs		195,500	0	195,500	8,700	186,800		
Location: 350 - Direct Services - MAP								
6550.140	Building Site Expenses Internet Access	400	0	400	0	400		
6550.270	Building Site Expenses Telephone	1,000	0	1,000	0	1,000		
7140.010	Commission on Aging Appropriatio Aging Audit	1,800	0	1,800	0	1,800		
7140.020	Commission on Aging Appropriatio Aging Insurance	600	0	600	0	600		
7140.030	Commission on Aging Appropriatio Aging Programs	12,000	0	12,000	0	12,000		
7140.040	Commission on Aging Appropriatio County Share Salaries & Fringe	30,500	0	30,500	1,500	29,000	Increase in benefits costs	
7140.045	Commission on Aging Appropriatio Comm For Life Salaries & Fringe	65,300	0	65,300	3,300	62,000	Increase in benefits costs	
7140.055	Commission on Aging Appropriatio Co. Shr. MealOnWheel Salary & Fr	66,400	0	66,400	3,400	63,000	Increase in benefits costs	
7140.070	Commission on Aging Appropriatio Senior Meals	6,000	0	6,000	0	6,000		
7140.080	Commission on Aging Appropriatio Senior Ride Salary & Fringe	57,900	0	57,900	2,900	55,000	Increase in benefits costs	
7140.090	Commission on Aging Appropriatio Senior Ride Service	42,000	0	42,000	0	42,000		
Location Total: 350 - Direct Services - MAP		283,900	0	283,900	11,100	272,800		
Department Total: 1401 - Commission on Aging		1,635,302	0	1,635,302	8,600	1,626,702		
Department: 1402 - Other Social Services								
7100.017	County Grants Big Brothers/Big Sisters	1,000	0	1,000	(6,500)	7,500		
7100.020	County Grants BRAVE Program	3,500	0	3,500	0	3,500		
7100.021	County Grants Chesapeake Housing Missions	0	0	0	(15,000)	15,000		
7100.022	County Grants Coastal Hospice at the Ocean	10,000	0	10,000	0	10,000		
7100.023	County Grants The Cricket Center	25,000	0	25,000	(10,000)	35,000		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
7100.030	County Grants Development Center	219,497	0	219,497	0	219,497		
7100.035	County Grants Diakonia	50,000	0	50,000	0	50,000		
7100.040	County Grants Drug & Alcohol Council	9,000	0	9,000	0	9,000		
7100.041	County Grants Freedom Warrior Federation	0	0	0	(8,200)	8,200		
7100.077	County Grants Jesse Klump Memorial Fund, Inc.	1,000	0	1,000	(2,200)	3,200		
7100.078	County Grants Unstoppable Joy Co.	0	0	0	(100,000)	100,000		
7100.085	County Grants Life Crisis Center	8,500	0	8,500	(102,500)	111,000		
7100.086	County Grants Snow Hill Lions Club	0	0	0	(40,000)	40,000		
7100.100	County Grants Maryland Food Bank	10,000	0	10,000	(2,000)	12,000		
7100.111	County Grants Next One Up	0	0	0	(60,000)	60,000		
7100.120	County Grants Oasis Ministries	9,000	0	9,000	0	9,000		
7100.160	County Grants Samaritan Shelter	20,000	0	20,000	(20,000)	40,000		
7100.175	County Grants Social Services Pharmacy Grant	15,000	0	15,000	0	15,000		
7100.196	County Grants Univ of Md Med Sys Foundation	0	0	0	(15,000)	15,000		
7100.202	County Grants Worcester County 4-H & FFA Fair	10,000	0	10,000	(4,000)	14,000		
7100.210	County Grants Worcester County GOLD	15,000	0	15,000	(5,000)	20,000		
7100.220	County Grants Youth & Family Counseling	95,000	0	95,000	0	95,000		
7130.005	Matching Appropriation DHMH Dev. Center Mandated Share	28,871	0	28,871	0	28,871		
Department Total: 1402 - Other Social Services		530,368	0	530,368	(390,400)	920,768		
Department: 1502 - WOR-WIC Community College								
7120.040	Other Non-Matching Expenses Appropriation for Wor-Wic	2,530,242	0	2,530,242	0	2,530,242		
Department Total: 1502 - WOR-WIC Community College		2,530,242	0	2,530,242	0	2,530,242		
Department: 1505 - Board of Education								
Location: 200 - Administration								
7120.010	Other Non-Matching Expenses Appropriation for Board of Educ.	99,706,640	(4,385,907)	104,092,547	0	104,092,547		Minimum Required Local Share Adjustment
7120.300	Other Non-Matching Expenses Board of Ed Employee Retirement	758,679	0	758,679	0	758,679		
7120.310	Other Non-Matching Expenses Board of Ed School Building Impr	100,000	0	100,000	0	100,000		
7120.330	Other Non-Matching Expenses Board of Ed Technology	200,000	0	200,000	0	200,000		
Location Total: 200 - Administration		100,765,319	(4,385,907)	105,151,226	0	105,151,226		
Department Total: 1505 - Board of Education		100,765,319	(4,385,907)	105,151,226	0	105,151,226		
Department: 1601 - Recreation Department								
Location: 400 - Admin								
6000.100	Personnel Services Salaries	1,119,909	14,895	1,105,014	0	1,105,014		Adjustment increase approved in ITEM A
6000.400	Personnel Services Overtime Pay	1,500	0	1,500	0	1,500		
6100.050	Administrative Expense Background Checks	2,500	0	2,500	0	2,500		
6100.052	Administrative Expense Bank Fees	4,000	0	4,000	0	4,000		
6100.100	Administrative Expense Dues, Licenses & Subscriptions	11,040	0	11,040	0	11,040		
6100.110	Administrative Expense Envelopes	150	0	150	0	150		
6100.165	Administrative Expense Meeting Expense	1,000	0	1,000	0	1,000		
6100.190	Administrative Expense Office Supplies	4,000	0	4,000	0	4,000		
6100.210	Administrative Expense Paper	1,500	0	1,500	0	1,500		
6100.240	Administrative Expense Printing Expense	1,000	0	1,000	0	1,000		
6100.270	Administrative Expense Tournament Fees	56,600	0	56,600	0	56,600		
6110.090	Supplies & Equipment Computers & Printers	2,295	0	2,295	0	2,295		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6110.100	Supplies & Equipment Concession Stand	51,550	0	51,550	0	51,550		
6110.245	Supplies & Equipment Mobile Phones	1,900	0	1,900	0	1,900		
6110.280	Supplies & Equipment Office Furniture	1,725	0	1,725	0	1,725		
6110.310	Supplies & Equipment Promotional Materials	6,500	0	6,500	0	6,500		
6110.410	Supplies & Equipment Surveillance Equipment	1,200	0	1,200	0	1,200		
6110.420	Supplies & Equipment Tools & Supplies	1,000	0	1,000	0	1,000		
6130.010	Equipment Maintenance Copier Lease	5,100	0	5,100	0	5,100		
6130.025	Equipment Maintenance Equipment Upgrades & Replacement	24,250	0	24,250	0	24,250		
6130.070	Equipment Maintenance Software Maintenance Agreements	7,655	0	7,655	0	7,655		
6150.050	Uniforms & Personal Equipment Uniforms	4,800	0	4,800	0	4,800		
6530.100	Consulting Services Professional Fees	750	0	750	0	750		
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	4,300	0	4,300	0	4,300		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	1,000	0	1,000	0	1,000		
6550.028	Building Site Expenses Cable	1,920	0	1,920	0	1,920		
6550.040	Building Site Expenses Cleaning Contract	12,000	0	12,000	0	12,000		
6550.050	Building Site Expenses Custodial Supplies	10,500	0	10,500	0	10,500		
6550.060	Building Site Expenses Electricity	65,000	0	65,000	0	65,000		
6550.080	Building Site Expenses Fire Alarm Testing	700	0	700	0	700		
6550.081	Building Site Expenses Fire Extinguishers	200	0	200	0	200		
6550.085	Building Site Expenses Generator Fuel Oil	700	0	700	0	700		
6550.090	Building Site Expenses General Maintenance Repairs	40,000	0	40,000	0	40,000		
6550.100	Building Site Expenses Generator Services & Repairs	1,200	0	1,200	0	1,200		
6550.120	Building Site Expenses Heating Propane	42,000	0	42,000	0	42,000		
6550.140	Building Site Expenses Internet Access	2,700	0	2,700	0	2,700		
6550.180	Building Site Expenses Pest Control/Termite Insp	50	0	50	0	50		
6550.220	Building Site Expenses Security Alarm Monitoring	408	0	408	0	408		
6550.242	Building Site Expenses Sewage Pump Monitoring	350	0	350	0	350		
6550.245	Building Site Expenses Solar Panel Maintenance	2,000	0	2,000	0	2,000		
6550.250	Building Site Expenses Sprinkler Testing	1,800	0	1,800	0	1,800		
6550.270	Building Site Expenses Telephone	720	0	720	0	720		
6550.280	Building Site Expenses Tipping Fees	50	0	50	0	50		
6550.300	Building Site Expenses Trash Removal	2,842	0	2,842	0	2,842		
6550.310	Building Site Expenses Water & Sewer	3,000	0	3,000	0	3,000		
6700.700	Other Maint. & Svcs Prison Labor	100	0	100	0	100		
7000.020	Travel, Training & Expense Board Member Allowance	2,800	0	2,800	0	2,800		
7000.040	Travel, Training & Expense Continuing Education/Certificati	18,405	0	18,405	0	18,405		
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	24,425	0	24,425	0	24,425		
9010.060	Capital Equipment Other	37,500	0	37,500	0	37,500		
Location Total: 400 - Admin		1,588,594	14,895	1,573,699	0	1,573,699		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
Location: 410 - Recreation								
6175.010	Recreation Programs Adult Recreation Programs	33,050	0	33,050	0	33,050		
6175.020	Recreation Programs After School Programs	17,800	0	17,800	0	17,800		
6175.030	Recreation Programs Aquatics Programs	4,200	0	4,200	0	4,200		
6175.040	Recreation Programs MRPA Amusement Park Tickets	3,000	0	3,000	0	3,000		
6175.070	Recreation Programs Special Events	171,950	0	171,950	0	171,950		
6175.080	Recreation Programs Summer Camps for Youth	27,850	0	27,850	0	27,850		
6175.090	Recreation Programs Youth Recreational Outdoor Pqms	44,850	0	44,850	0	44,850		
6175.204	Recreation Programs Fitness Programs	18,200	0	18,200	0	18,200		
6175.205	Recreation Programs Public High School Track Meets	4,000	0	4,000	0	4,000		
6175.206	Recreation Programs Senior Adult Recreational Pqms	900	0	900	0	900		
6175.400	Recreation Programs Motor Coach Tours	15,000	0	15,000	0	15,000		
6900.050	Advertising Recreation Advertisements	16,300	0	16,300	0	16,300		
Location Total: 410 - Recreation		357,100	0	357,100	0	357,100		
Department Total: 1601 - Recreation Department		1,945,694	14,895	1,930,799	0	1,930,799		
Department: 1602 - Parks Department								
Location: 500 - Admin								
6000.100	Personnel Services Salaries	503,292	0	503,292	0	503,292		
6000.400	Personnel Services Overtime Pay	2,000	0	2,000	0	2,000		
6100.080	Administrative Expense Copier Supplies	280	0	280	0	280		
6100.100	Administrative Expense Dues, Licenses & Subscriptions	550	0	550	0	550		
6100.190	Administrative Expense Office Supplies	400	0	400	0	400		
6100.210	Administrative Expense Paper	25	0	25	0	25		
6110.120	Supplies & Equipment Equipment Rental	1,100	0	1,100	0	1,100		
6110.125	Supplies & Equipment Equipment Maintenance & Repair	3,000	0	3,000	0	3,000		
6110.200	Supplies & Equipment Lawn Equipment & Maintenance	10,000	0	10,000	0	10,000		
6110.245	Supplies & Equipment Mobile Phones	1,200	0	1,200	0	1,200		
6110.340	Supplies & Equipment Safety Program Equipment	780	0	780	0	780		
6110.380	Supplies & Equipment Signage	2,000	0	2,000	0	2,000		
6110.390	Supplies & Equipment Small Equipment	3,500	0	3,500	0	3,500		
6110.420	Supplies & Equipment Tools & Supplies	5,000	0	5,000	0	5,000		
6150.050	Uniforms & Personal Equipment Uniforms	3,240	0	3,240	0	3,240		
6160.225	Grant Programs POS - Future Park Land Acquis	342,849	0	342,849	0	342,849		
6160.241	Grant Programs New Park Development	1,131,401	0	1,131,401	0	1,131,401		
6200.020	Other Supplies & Materials Materials	48,000	0	48,000	0	48,000		
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	35,000	0	35,000	0	35,000		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	7,000	0	7,000	0	7,000		
6540.040	Vehicle Operating Expenses Vehicle Registration	100	0	100	0	100		
6550.020	Building Site Expenses Buildings & Grounds Maintenance	3,000	0	3,000	0	3,000		
6550.050	Building Site Expenses Custodial Supplies	2,600	0	2,600	0	2,600		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6550.081	Building Site Expenses Fire Extinguishers	370	0	370	0	370		
6550.090	Building Site Expenses General Maintenance Repairs	32,000	0	32,000	0	32,000		
6550.120	Building Site Expenses Heating Propane	300	0	300	0	300		
6550.270	Building Site Expenses Telephone	300	0	300	0	300		
6700.640	Other Maint. & Svcs Special Events	4,000	0	4,000	0	4,000		
6900.005	Advertising Bid Advertising	500	0	500	0	500		
7000.040	Travel, Training & Expense Continuing Education/Certificati	5,000	0	5,000	0	5,000		
7000.060	Travel, Training & Expense Educational Training	950	0	950	0	950		
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	6,250	0	6,250	0	6,250		
7000.115	Travel, Training & Expense Mileage	400	0	400	0	400		
9010.010	Capital Equipment New Vehicles	42,000	0	42,000	0	42,000		
9010.070	Capital Equipment Heavy Equipment	59,000	0	59,000	0	59,000		
Location Total: 500 - Admin		2,257,387	0	2,257,387	0	2,257,387		
Location: 510 - John Walter Smith Park								
6550.060	Building Site Expenses Electricity	7,100	0	7,100	0	7,100		
6550.180	Building Site Expenses Pest Control/Termite Insp	95	0	95	0	95		
6550.200	Building Site Expenses Portalets	3,000	0	3,000	0	3,000		
6550.242	Building Site Expenses Sewage Pump Monitoring	276	0	276	0	276		
6550.280	Building Site Expenses Tipping Fees	185	0	185	0	185		
6550.300	Building Site Expenses Trash Removal	2,700	0	2,700	0	2,700		
6550.310	Building Site Expenses Water & Sewer	425	0	425	0	425		
6700.350	Other Maint. & Svcs Mosquito Control	300	0	300	0	300		
Location Total: 510 - John Walter Smith Park		14,081	0	14,081	0	14,081		
Location: 520 - Showell Park								
6550.060	Building Site Expenses Electricity	4,000	0	4,000	0	4,000		
6550.200	Building Site Expenses Portalets	3,000	0	3,000	0	3,000		
6550.300	Building Site Expenses Trash Removal	1,680	0	1,680	0	1,680		
6550.310	Building Site Expenses Water & Sewer	800	0	800	0	800		
6700.350	Other Maint. & Svcs Mosquito Control	175	0	175	0	175		
Location Total: 520 - Showell Park		9,655	0	9,655	0	9,655		
Location: 530 - Newtown Park								
6550.060	Building Site Expenses Electricity	6,500	0	6,500	0	6,500		
6550.200	Building Site Expenses Portalets	2,040	0	2,040	0	2,040		
6550.242	Building Site Expenses Sewage Pump Monitoring	276	0	276	0	276		
6700.350	Other Maint. & Svcs Mosquito Control	400	0	400	0	400		
Location Total: 530 - Newtown Park		9,216	0	9,216	0	9,216		
Location: 540 - N Worc Cty Athletic Complex								
6550.060	Building Site Expenses Electricity	5,500	0	5,500	0	5,500		
6550.200	Building Site Expenses Portalets	5,112	0	5,112	0	5,112		
6550.242	Building Site Expenses Sewage Pump Monitoring	276	0	276	0	276		
6550.255	Building Site Expenses Stormwater Utility Fee	1,785	0	1,785	0	1,785		
6550.280	Building Site Expenses Tipping Fees	100	0	100	0	100		
6550.310	Building Site Expenses Water & Sewer	795	0	795	0	795		
6700.350	Other Maint. & Svcs Mosquito Control	325	0	325	0	325		
Location Total: 540 - N Worc Cty Athletic Complex		13,893	0	13,893	0	13,893		
Location: 590 - Satellite Parks								
6550.060	Building Site Expenses Electricity	500	0	500	0	500		
6550.200	Building Site Expenses Portalets	7,300	0	7,300	0	7,300		
Location Total: 590 - Satellite Parks		7,800	0	7,800	0	7,800		
Department Total: 1602 - Parks Department		2,312,032	0	2,312,032	0	2,312,032		
Department: 1603 - Libraries								
Location: 200 - Administration								

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6000.100	Personnel Services Salaries	2,118,651	0	2,118,651	0	2,118,651		
6000.400	Personnel Services Overtime Pay	2,000	0	2,000	0	2,000		
6100.090	Administrative Expense Database/Shared Computer costs	4,000	0	4,000	0	4,000		
6100.100	Administrative Expense Dues, Licenses & Subscriptions	1,600	0	1,600	0	1,600		
6100.190	Administrative Expense Office Supplies	18,000	0	18,000	0	18,000		
6100.210	Administrative Expense Paper	3,000	0	3,000	0	3,000		
6100.230	Administrative Expense Postage & Freight	4,500	0	4,500	0	4,500		
6110.090	Supplies & Equipment Computers & Printers	17,700	0	17,700	0	17,700		
6110.125	Supplies & Equipment Equipment Maintenance & Repair	3,000	0	3,000	0	3,000		
6110.210	Supplies & Equipment Library AV-Multimedia	78,000	0	78,000	0	78,000		
6110.230	Supplies & Equipment Library Books	186,000	0	186,000	0	186,000		
6110.240	Supplies & Equipment Library Periodicals	25,000	0	25,000	0	25,000		
6110.245	Supplies & Equipment Mobile Phones	800	0	800	0	800		
6110.270	Supplies & Equipment Office Equipment Repairs	500	0	500	0	500		
6110.280	Supplies & Equipment Office Furniture	5,000	0	5,000	0	5,000		
6130.010	Equipment Maintenance Copier Lease	26,100	0	26,100	0	26,100		
6130.030	Equipment Maintenance Library Shared Computer System	7,150	0	7,150	0	7,150		
6130.070	Equipment Maintenance Software Maintenance Agreements	9,460	0	9,460	0	9,460		
6160.120	Grant Programs Library Srv Enhancement - ESRL	80,000	0	80,000	0	80,000		
6510.085	Legal Services Other Legal Expenses	1,500	0	1,500	0	1,500		
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	4,250	0	4,250	0	4,250		
6540.040	Vehicle Operating Expenses Vehicle Registration	100	0	100	0	100		
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	9,000	0	9,000	0	9,000		
7170.100	Benefits & Insurance Property & Liability Insurance	2,200	0	2,200	0	2,200		
Location Total: 200 - Administration		2,607,511	0	2,607,511	0	2,607,511		
Location: 300 - Snow Hill Branch								
6550.000	Building Site Expenses For Conversion	0	0	0	(9,100)	9,100	This was an error and taken out of the	
6550.005	Building Site Expenses Automatic Doors	447	0	447	0	447		
6550.030	Building Site Expenses Carpet/VCT Cleaning	2,500	0	2,500	0	2,500		
6550.050	Building Site Expenses Custodial Supplies	1,500	0	1,500	0	1,500		
6550.060	Building Site Expenses Electricity	15,000	0	15,000	0	15,000		
6550.080	Building Site Expenses Fire Alarm Testing	500	0	500	0	500		
6550.081	Building Site Expenses Fire Extinguishers	150	0	150	0	150		
6550.090	Building Site Expenses General Maintenance Repairs	6,000	0	6,000	0	6,000		
6550.120	Building Site Expenses Heating Propane	7,500	0	7,500	0	7,500		
6550.124	Building Site Expenses HVAC Loop Water Treatment	1,500	0	1,500	0	1,500		
6550.125	Building Site Expenses HVAC Repairs/Replacement	500	0	500	0	500		
6550.180	Building Site Expenses Pest Control/Termite Insp	300	0	300	0	300		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6550.220	Building Site Expenses Security Alarm Monitoring	1,000	0	1,000	0	1,000		
6550.270	Building Site Expenses Telephone	2,600	0	2,600	0	2,600		
6550.280	Building Site Expenses Tipping Fees	400	0	400	0	400		
6550.300	Building Site Expenses Trash Removal	1,500	0	1,500	0	1,500		
6550.310	Building Site Expenses Water & Sewer	1,800	0	1,800	0	1,800		
Location Total: 300 - Snow Hill Branch		43,197	0	43,197	(9,100)	52,297		
Location: 310 - Pocomoke Branch								
6550.005	Building Site Expenses Automatic Doors	447	0	447	0	447		
6550.030	Building Site Expenses Carpet/VCT Cleaning	1,000	0	1,000	0	1,000		
6550.040	Building Site Expenses Cleaning Contract	9,100	0	9,100	0	9,100		
6550.050	Building Site Expenses Custodial Supplies	800	0	800	0	800		
6550.060	Building Site Expenses Electricity	10,000	0	10,000	0	10,000		
6550.080	Building Site Expenses Fire Alarm Testing	300	0	300	0	300		
6550.081	Building Site Expenses Fire Extinguishers	50	0	50	0	50		
6550.090	Building Site Expenses General Maintenance Repairs	5,000	0	5,000	0	5,000		
6550.110	Building Site Expenses Heating Fuel Oil	5,000	0	5,000	0	5,000		
6550.124	Building Site Expenses HVAC Loop Water Treatment	1,000	0	1,000	0	1,000		
6550.180	Building Site Expenses Pest Control/Termite Insp	300	0	300	0	300		
6550.220	Building Site Expenses Security Alarm Monitoring	1,000	0	1,000	0	1,000		
6550.270	Building Site Expenses Telephone	2,500	0	2,500	0	2,500		
6550.280	Building Site Expenses Tipping Fees	400	0	400	0	400		
6550.300	Building Site Expenses Trash Removal	50	0	50	0	50		
6550.310	Building Site Expenses Water & Sewer	500	0	500	0	500		
Location Total: 310 - Pocomoke Branch		37,447	0	37,447	0	37,447		
Location: 320 - Berlin Branch								
6550.030	Building Site Expenses Carpet/VCT Cleaning	2,000	0	2,000	0	2,000		
6550.040	Building Site Expenses Cleaning Contract	15,000	0	15,000	0	15,000		
6550.050	Building Site Expenses Custodial Supplies	1,800	0	1,800	0	1,800		
6550.060	Building Site Expenses Electricity	10,000	0	10,000	0	10,000		
6550.070	Building Site Expenses Elevator Testing	3,000	0	3,000	0	3,000		
6550.080	Building Site Expenses Fire Alarm Testing	1,200	0	1,200	0	1,200		
6550.081	Building Site Expenses Fire Extinguishers	50	0	50	0	50		
6550.090	Building Site Expenses General Maintenance Repairs	4,000	0	4,000	0	4,000		
6550.124	Building Site Expenses HVAC Loop Water Treatment	1,000	0	1,000	0	1,000		
6550.180	Building Site Expenses Pest Control/Termite Insp	300	0	300	0	300		
6550.220	Building Site Expenses Security Alarm Monitoring	1,000	0	1,000	0	1,000		
6550.250	Building Site Expenses Sprinkler Testing	1,800	0	1,800	0	1,800		
6550.270	Building Site Expenses Telephone	5,500	0	5,500	0	5,500		
6550.280	Building Site Expenses Tipping Fees	400	0	400	0	400		
6550.300	Building Site Expenses Trash Removal	750	0	750	0	750		
6550.310	Building Site Expenses Water & Sewer	3,000	0	3,000	0	3,000		
Location Total: 320 - Berlin Branch		50,800	0	50,800	0	50,800		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
Location: 325 - Ocean Pines Branch								
6550.005	Building Site Expenses Automatic Doors	638	0	638	0	638		
6550.030	Building Site Expenses Carpet/VCT Cleaning	3,200	0	3,200	0	3,200		
6550.040	Building Site Expenses Cleaning Contract	16,200	0	16,200	0	16,200		
6550.050	Building Site Expenses Custodial Supplies	1,800	0	1,800	0	1,800		
6550.060	Building Site Expenses Electricity	37,000	0	37,000	0	37,000		
6550.080	Building Site Expenses Fire Alarm Testing	1,350	0	1,350	0	1,350		
6550.081	Building Site Expenses Fire Extinguishers	50	0	50	0	50		
6550.090	Building Site Expenses General Maintenance Repairs	13,000	0	13,000	0	13,000		
6550.120	Building Site Expenses Heating Propane	17,000	0	17,000	0	17,000		
6550.124	Building Site Expenses HVAC Loop Water Treatment	1,000	0	1,000	0	1,000		
6550.125	Building Site Expenses HVAC Repairs/Replacement	2,000	0	2,000	0	2,000		
6550.180	Building Site Expenses Pest Control/Termite Insp	300	0	300	0	300		
6550.220	Building Site Expenses Security Alarm Monitoring	1,000	0	1,000	0	1,000		
6550.250	Building Site Expenses Sprinkler Testing	1,800	0	1,800	0	1,800		
6550.270	Building Site Expenses Telephone	4,000	0	4,000	0	4,000		
6550.280	Building Site Expenses Tipping Fees	400	0	400	0	400		
6550.300	Building Site Expenses Trash Removal	2,300	0	2,300	0	2,300		
6550.310	Building Site Expenses Water & Sewer	3,500	0	3,500	0	3,500		
Location Total: 325 - Ocean Pines Branch		106,538	0	106,538	0	106,538		
Location: 335 - Ocean City 100th St. Branch								
6550.005	Building Site Expenses Automatic Doors	575	0	575	0	575		
6550.030	Building Site Expenses Carpet/VCT Cleaning	1,600	0	1,600	0	1,600		
6550.040	Building Site Expenses Cleaning Contract	13,000	0	13,000	0	13,000		
6550.050	Building Site Expenses Custodial Supplies	1,800	0	1,800	0	1,800		
6550.060	Building Site Expenses Electricity	40,000	0	40,000	0	40,000		
6550.070	Building Site Expenses Elevator Testing	3,000	0	3,000	0	3,000		
6550.080	Building Site Expenses Fire Alarm Testing	400	0	400	0	400		
6550.081	Building Site Expenses Fire Extinguishers	50	0	50	0	50		
6550.090	Building Site Expenses General Maintenance Repairs	14,000	0	14,000	0	14,000		
6550.124	Building Site Expenses HVAC Loop Water Treatment	1,000	0	1,000	0	1,000		
6550.125	Building Site Expenses HVAC Repairs/Replacement	2,000	0	2,000	0	2,000		
6550.140	Building Site Expenses Internet Access	1,500	0	1,500	0	1,500		
6550.180	Building Site Expenses Pest Control/Termite Insp	300	0	300	0	300		
6550.220	Building Site Expenses Security Alarm Monitoring	1,000	0	1,000	0	1,000		
6550.242	Building Site Expenses Sewage Pump Monitoring	300	0	300	0	300		
6550.250	Building Site Expenses Sprinkler Testing	1,800	0	1,800	0	1,800		
6550.270	Building Site Expenses Telephone	4,000	0	4,000	0	4,000		
6550.280	Building Site Expenses Tipping Fees	400	0	400	0	400		



Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6550.300	Building Site Expenses Trash Removal	100	0	100	0	100		
6550.310	Building Site Expenses Water & Sewer	3,500	0	3,500	0	3,500		
Location Total: 335 - Ocean City 100th St. Branch		90,325	0	90,325	0	90,325		
Department Total: 1603 - Libraries		2,935,818	0	2,935,818	(9,100)	2,944,918		
Department: 1604 - Other Recreation & Culture								
7100.009	County Grants Assateague Coastal Trust	0	0	0	(18,000)	18,000		
7100.019	County Grants Cpt. Steve's Poor Girls Open Inc	10,000	0	10,000	0	10,000		
7100.027	County Grants Downtown Snow Hill Inc.	0	0	0	(10,000)	10,000		
7100.050	County Grants Furnaceto town	40,000	0	40,000	0	40,000		
7100.095	County Grants MarVa Theatre Performing Arts Ct	15,000	0	15,000	(5,000)	20,000		
7100.116	County Grants O.C. Developmental Corporation	1	0	1	0	1		
7100.128	County Grants Ocean Pines Players	0	0	0	(5,700)	5,700		
7100.135	County Grants Delmarva Discovery Ctr/Poc Mktg	15,000	0	15,000	(15,000)	30,000		
7100.185	County Grants Spirit of Newtown Committee	0	0	0	(5,725)	5,725		
Department Total: 1604 - Other Recreation & Culture		80,001	0	80,001	(59,425)	139,426		
Department: 1701 - Extension Service								
6100.010	Administrative Expense Administrative Expenses	2,600	0	2,600	0	2,600		
6100.100	Administrative Expense Dues, Licenses & Subscriptions	714	0	714	0	714		
6100.190	Administrative Expense Office Supplies	6,200	0	6,200	0	6,200		
6100.230	Administrative Expense Postage & Freight	1,500	0	1,500	0	1,500		
6130.010	Equipment Maintenance Copier Lease	6,000	0	6,000	0	6,000		
6550.270	Building Site Expenses Telephone	2,980	0	2,980	0	2,980		
7120.020	Other Non-Matching Expenses Appropriation for Extension Svc	235,631	0	235,631	0	235,631		
Department Total: 1701 - Extension Service		255,625	0	255,625	0	255,625		
Department: 1702 - Other Natural Resources								
6170.010	Program Expense Spongy Moth Control	73,935	0	73,935	0	73,935		
7100.180	County Grants Soil Conservation	12,000	0	12,000	0	12,000		
7130.040	Matching Appropriation Md Agri Land Preservation Fund	50,000	0	50,000	0	50,000		
7130.050	Matching Appropriation Beach Maintenance	490,000	0	490,000	0	490,000		
Department Total: 1702 - Other Natural Resources		625,935	0	625,935	0	625,935		
Department: 1801 - Economic Development								
6000.100	Personnel Services Salaries	138,682	0	138,682	0	138,682		
6100.100	Administrative Expense Dues, Licenses & Subscriptions	3,400	0	3,400	0	3,400		
6100.150	Administrative Expense Incentives & Events	10,000	0	10,000	0	10,000		
6100.190	Administrative Expense Office Supplies	700	0	700	0	700		
6110.245	Supplies & Equipment Mobile Phones	1,500	0	1,500	0	1,500		
6110.280	Supplies & Equipment Office Furniture	5,000	0	5,000	0	5,000		
6130.010	Equipment Maintenance Copier Lease	900	0	900	0	900		
6170.020	Program Expense Workforce Development Programs	200,000	0	200,000	0	200,000		
6530.040	Consulting Services Consulting Services	45,000	0	45,000	0	45,000		
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	1,250	0	1,250	0	1,250		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	500	0	500	0	500		
7000.020	Travel, Training & Expense Board Member Allowance	4,200	0	4,200	0	4,200		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	6,575	0	6,575	0	6,575		
7000.115	Travel, Training & Expense Mileage	4,008	0	4,008	0	4,008		
9010.170	Capital Equipment Software	30,000	0	30,000	0	30,000		
Department Total: 1801 - Economic Development		451,715	0	451,715	0	451,715		
Department: 1803 - Tourism								
Location: 200 - Administration								
6000.100	Personnel Services Salaries	222,390	0	222,390	0	222,390		
6100.010	Administrative Expense Administrative Expenses	600	0	600	0	600		
6100.100	Administrative Expense Dues, Licenses & Subscriptions	1,770	0	1,770	0	1,770		
6100.150	Administrative Expense Incentives & Events	900	0	900	0	900		
6100.190	Administrative Expense Office Supplies	700	0	700	0	700		
6110.245	Supplies & Equipment Mobile Phones	1,308	0	1,308	0	1,308		
6110.310	Supplies & Equipment Promotional Materials	60,000	0	60,000	0	60,000		
6110.393	Supplies & Equipment Special Event Sponsorship	6,000	0	6,000	0	6,000		
6130.010	Equipment Maintenance Copier Lease	600	0	600	0	600		
6130.060	Equipment Maintenance Software Licensing	2,000	0	2,000	0	2,000		
6160.150	Grant Programs Tourism Grant Projects	160,000	0	160,000	0	160,000		
6530.040	Consulting Services Consulting Services	19,100	0	19,100	0	19,100		
6530.180	Consulting Services Web Page	18,000	0	18,000	0	18,000		
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	2,400	0	2,400	0	2,400		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	1,125	0	1,125	0	1,125		
6550.060	Building Site Expenses Electricity	6,000	0	6,000	0	6,000		
6550.090	Building Site Expenses General Maintenance Repairs	275	0	275	0	275		
6550.140	Building Site Expenses Internet Access	3,000	0	3,000	0	3,000		
6550.170	Building Site Expenses Office Rent/Lease	37,600	0	37,600	0	37,600		
6900.052	Advertising Supplemental Advertising	283,500	0	283,500	0	283,500		
6900.055	Advertising Tourism	426,000	0	426,000	0	426,000		
7000.020	Travel, Training & Expense Board Member Allowance	2,800	0	2,800	0	2,800		
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	4,900	0	4,900	0	4,900		
7000.115	Travel, Training & Expense Mileage	250	0	250	0	250		
Location Total: 200 - Administration		1,261,218	0	1,261,218	0	1,261,218		
Location: 420 - Pocomoke Welcome Center								
6000.100	Personnel Services Salaries	93,038	0	93,038	0	93,038		
6000.400	Personnel Services Overtime Pay	1,000	0	1,000	0	1,000		
6100.010	Administrative Expense Administrative Expenses	100	0	100	0	100		
6100.190	Administrative Expense Office Supplies	600	0	600	0	600		
6110.090	Supplies & Equipment Computers & Printers	800	0	800	0	800		
6110.380	Supplies & Equipment Signage	1,000	0	1,000	0	1,000		
6150.050	Uniforms & Personal Equipment Uniforms	400	0	400	0	400		
6550.040	Building Site Expenses Cleaning Contract	2,600	0	2,600	0	2,600		
6550.050	Building Site Expenses Custodial Supplies	380	0	380	0	380		
6550.060	Building Site Expenses Electricity	10,000	0	10,000	0	10,000		
6550.090	Building Site Expenses General Maintenance Repairs	250	0	250	0	250		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
6550.140	Building Site Expenses Internet Access	500	0	500	0	500		
6550.220	Building Site Expenses Security Alarm Monitoring	204	0	204	0	204		
6550.270	Building Site Expenses Telephone	1,800	0	1,800	0	1,800		
7000.100	Travel, Training & Expense Meetings/Conferences/Shows	100	0	100	0	100		
Location Total: 420 - Pocomoke Welcome Center		112,772	0	112,772	0	112,772		
Department Total: 1803 - Tourism		1,373,990	0	1,373,990	0	1,373,990		
Department: 1901 - Taxes Shared with Towns								
Location: 100 - Town of Pocomoke								
7160.020	Towns' Share Towns' Share County Income Tax	283,020	0	283,020	18,020	265,000	Increase in Income Tax estimate 6.8%	
7160.040	Towns' Share Towns' Share Liquor License Fees	7,031	0	7,031	0	7,031		
Location Total: 100 - Town of Pocomoke		290,051	0	290,051	18,020	272,031		
Location: 110 - Town of Berlin								
7160.020	Towns' Share Towns' Share County Income Tax	555,360	0	555,360	35,360	520,000	Increase in income tax estimate 6.8%	
7160.040	Towns' Share Towns' Share Liquor License Fees	20,438	0	20,438	0	20,438		
Location Total: 110 - Town of Berlin		575,798	0	575,798	35,360	540,438		
Location: 120 - Town of Snow Hill								
7160.020	Towns' Share Towns' Share County Income Tax	176,220	0	176,220	11,220	165,000	Increase income tax to town 6.8%	
7160.040	Towns' Share Towns' Share Liquor License Fees	4,688	0	4,688	0	4,688		
Location Total: 120 - Town of Snow Hill		180,908	0	180,908	11,220	169,688		
Location: 130 - Town of Ocean City								
7160.010	Towns' Share Towns' Share County Bingo Fee	2,000	0	2,000	0	2,000		
7160.020	Towns' Share Towns' Share County Income Tax	1,762,200	0	1,762,200	112,200	1,650,000	Increase income tax to town estimate 6.8%	
7160.040	Towns' Share Towns' Share Liquor License Fees	310,000	0	310,000	0	310,000		
Location Total: 130 - Town of Ocean City		2,074,200	0	2,074,200	112,200	1,962,000		
Department Total: 1901 - Taxes Shared with Towns		3,120,957	0	3,120,957	176,800	2,944,157		
Department: 1902 - Grants to Towns								
Location: 100 - Town of Pocomoke								
7100.153	County Grants Restricted Fire Grant	75,000	0	75,000	0	75,000		
7100.193	County Grants Unrestricted to Town	514,959	0	514,959	(50,000)	564,959	Remove Unrestricted Grant Increase request	
Location Total: 100 - Town of Pocomoke		589,959	0	589,959	(50,000)	639,959		
Location: 110 - Town of Berlin								
7100.153	County Grants Restricted Fire Grant	223,000	0	223,000	0	223,000		
7100.193	County Grants Unrestricted to Town	465,000	0	465,000	0	465,000		
Location Total: 110 - Town of Berlin		688,000	0	688,000	0	688,000		
Location: 120 - Town of Snow Hill								
7100.153	County Grants Restricted Fire Grant	97,000	0	97,000	0	97,000		
7100.193	County Grants Unrestricted to Town	799,959	0	799,959	(161,495)	961,454	Remove Byrd Park Stormwater & Basketball Court Requests	
Location Total: 120 - Town of Snow Hill		896,959	0	896,959	(161,495)	1,058,454		
Location: 130 - Town of Ocean City								
7100.153	County Grants Restricted Fire Grant	195,000	0	195,000	0	195,000		
7100.192	County Grants Tourism to Town	50,000	0	50,000	0	50,000		
7100.193	County Grants Unrestricted to Town	3,386,457	0	3,386,457	(395,402)	3,781,859	POS funding request will be presented during an open session meeting. Removed Skate Park request. Removed Unrestricted Grant increase request of 5%. Removed Camera Expansion Project. Update unrestricted grant to FY23 approved amount	
Location Total: 130 - Town of Ocean City		3,631,457	0	3,631,457	(395,402)	4,026,859		

Worcester County		FY24 Budget Worksheet Report as of 5/9/23						
Account Number	Account Description	Budget Work Session 5/9/23	\$ Variance Budget Work Session vs Committee Review	2024 Committee Review	\$ Variance Committee Review vs Department Requested	2024 Department Requested	Committee Review Comments	Budget Director Comments
Location: 190 - Ocean Pines Association								
6160.043	Grant Programs Other Grants	0	0	0	(150,000)	150,000	Remove request for increase in Road & Bridges funds	
7100.065	County Grants Grants to Towns for Police	550,000	0	550,000	0	550,000		
7100.153	County Grants Restricted Fire Grant	61,000	0	61,000	0	61,000		
Location Total: 190 - Ocean Pines Association		611,000	0	611,000	(150,000)	761,000		
Department Total: 1902 - Grants to Towns		6,417,375	0	6,417,375	(756,897)	7,174,272		
Department: 1950 - Benefits & Insurance								
6510.070	Legal Services Judgements & Lawsuits	5,000	0	5,000	0	5,000		
7170.010	Benefits & Insurance Allowance for COLA	1,632,542	(62,458)	1,695,000	(765,000)	2,460,000	Reduced COLA to 2%	Shifted ITEM A approved to individual depts
7170.020	Benefits & Insurance Contingency	20,000	0	20,000	0	20,000		
7170.025	Benefits & Insurance Deferred Comp Match	300,000	0	300,000	0	300,000		
7170.030	Benefits & Insurance Hospitalization Insurance	5,925,805	0	5,925,805	0	5,925,805		
7170.040	Benefits & Insurance Other Post-Employment Benefits	10,000,000	0	10,000,000	500,000	9,500,000	Additional OPEB designated for BOE	
7170.050	Benefits & Insurance Retirement	4,946,515	0	4,946,515	0	4,946,515		
7170.060	Benefits & Insurance Social Security Taxes	2,830,500	0	2,830,500	0	2,830,500		
7170.070	Benefits & Insurance Unemployment Insurance	20,000	0	20,000	0	20,000		
7170.090	Benefits & Insurance Workmans Compensation Ins	923,192	0	923,192	0	923,192		
7170.100	Benefits & Insurance Property & Liability Insurance	770,000	0	770,000	0	770,000		
7170.120	Benefits & Insurance Long Term Disability	72,000	0	72,000	0	72,000		
7170.130	Benefits & Insurance Life Insurance	71,372	0	71,372	0	71,372		
7170.140	Benefits & Insurance FSA & PSA Admin and EAP Program	90,896	0	90,896	0	90,896		
7170.150	Benefits & Insurance Retirement Administration Fee	68,920	0	68,920	0	68,920		
Department Total: 1950 - Benefits & Insurance		27,676,742	(62,458)	27,739,200	(265,000)	28,004,200		
Department: 1975 - Debt Service								
7700.090	Debt Service 2013 Capital Improvement Bonds	400,210	0	400,210	0	400,210		
7700.100	Debt Service 2014 Capital Improvement Bonds	3,720,577	0	3,720,577	0	3,720,577		
7700.110	Debt Service 2015 Capital Improvement Bond	3,921,075	0	3,921,075	0	3,921,075		
7700.120	Debt Service 2019 Capital Improvement Bond	3,094,117	0	3,094,117	0	3,094,117		
7700.130	Debt Service 2022 Capital Improvement Bond	2,063,283	0	2,063,283	0	2,063,283		
Department Total: 1975 - Debt Service		13,199,262	0	13,199,262	0	13,199,262		
EXPENSES Total		235,539,541	(4,324,554)	239,864,095	(1,891,969)	241,756,064		
Fund REVENUE Total: 100 - General Fund		235,890,227	0	235,890,227	5,720,516	230,169,711		
Fund EXPENSE Total: 100 - General Fund		235,539,541	(4,324,554)	239,864,095	(1,891,969)	241,756,064		
Fund Total: 100 - General Fund		350,686	4,324,554	(3,973,868)	7,612,485	(11,586,353)		



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

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

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

May 8, 2023

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

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (11), which have current or upcoming vacancies (24).

**Please Note: A nomination is requested for the Psychiatrist position on the Adult Public Guardianship Board. There are also three reappointments available for the Adult Public Guardianship Board.**

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

- George Solyak – Term Ending – Agricultural Reconciliation Bd.

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

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

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

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

- Barbara Tull – Resigned – Tourism Advisory Committee

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

- Jake Mitrecic – Resigned – Housing Review Bd.

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

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

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

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

**All Commissioners:**

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

## Pending Board Appointments - By Commissioner

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

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

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

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

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

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

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

### **All Commissioners:**

**p. 4- (5)-Adult Public Guardianship Board-** (1) Vacancy - Dr. Kenneth Widra- Psychiatrist, Replacement - Dr. Ovais Khalid – (3) Reappointments – Dr. Greer, Mr. Collins, Ms. Howard and (1) Term Expired - Ms. Wessels.

**p. 7 - (1) -Drug and Alcohol Abuse Council – (1)** (Passing of Dr. Cragway, Jr),

**p. 11 - (2) - Local Development Council For the Ocean Downs Casino-4 yr.-**  
 Mark Wittmyer At-Large, David Massey (At-Large-Business O.P.)

**p. 14 - (5) - Water and Sewer Advisory Council - Mystic Harbour** (Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell) (1)-Term Endings - Martin Kwesko and Matthew Kraeuter.

**p. 15- (1)- Water and Sewer Advisory Council-West Ocean City-** -Keith Swanton

**p. 16 - (4 Total) - Commission for Women (3) Resigned** -Elizabeth Rodier, (Fiori)  
 Resignation of Susan Childs (Bunting) and the resignation of Kris Heiser.

**(1) Tenure Ending** - Hope Carmean (Elder)

ADULT PUBLIC GUARDIANSHIP BOARD

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

Appointed by: County Commissioners

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

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

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

Meetings: Semi-annually

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

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

Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Dr. Kenneth Widra	Psychiatrist	18-21 (Nominate Dr. Ovais Khalid)
Dr. William Greer	Physician	07-10-13-16-19, 19-22(Reappoint)
Richard Collins	Lawyer	95-16-19-22 (Reappoint)
Nancy Howard	Lay Person	*17-19, 19-22 (Reappoint)
Connie Wessels	Lay Person	*15-16-19, 19-22 (Term Expired)
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20, 20-23
LuAnn Siler	Commission on Aging Rep.	17-20, 20-23
Jack Ferry	Professional in field of disabilities	*14-14-17-20, 20-23
Thomas Donoway	Person with physical disability	17-20, 20-23
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18-21-24
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18-21-24

\* = Appointed to fill an unexpired term



**ADULT PUBLIC GUARDIANSHIP BOARD**  
(Continued)

## Prior Members:

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

## Since 1972

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

\* = Appointed to fill an unexpired term

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

Appointed by: County Commissioners

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

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

Compensation: None - Expense Reimbursement as provided by County Commissioners

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

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

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Ag/Forest Industry</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Solyak	At-Large	No	Ocean Pines	18-22
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16-20, 20-24
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16-20, 20-24
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14-18-22-26
Tom Babcock	At-Large	No	Whaleyville	14-18-22-26

Prior Members: Since 2000

- Michael Beauchamp (00-06)
- Phyllis Davis (00-09)
- Richard G. Holland, Sr. (00-12)
- Rosalie Smith (00-14)
- Betty McDermott \*(09-17)

\* = Initial terms staggered

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: As Necessary

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

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

Current Members:

<u>Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
<b><u>At-Large Members</u></b>		
Jaclyn Sturgis	Knowledgeable on Substance Abuse Issues	*22-23
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19, 19-23
Mimi Dean	Substance Abuse Prevention Provider	*18-19, 19-23
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20, 20-24
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	21-25
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18-22-26
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18-22-26
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (adv)-14-18-22-26

**Ex-Officio Members**

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

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

## Advisory Members

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

## Prior Members:

Since 2004

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

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

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting

Meetings: As Necessary

Special Provisions:

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

Current Members:

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

Prior Members: (Since 1972)

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

\* = Appointed to fill an unexpired term

HOUSING REVIEW BOARD

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting (policy)

Meetings: As Needed

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

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
Scott Tingle	D-4, Elder	Snow Hill	14-17-20, 20-23
Maria Campione-Lawrence	D-5, Bertino	Ocean Pines	*22-23
Felicia Green	D-2, Purnell	Ocean Pines	*21-24
Jake Mitrecic	D-7, Mitrecic	Ocean City	15-18-21, 21-24(resigning)
Keri-Ann F. Byrd	D-1, Abbott	Pocomoke	22-25
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16-19-22-25
Don Furbay	D-3, Fiori	Ocean Pines	23-26

Prior Members:

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

\* = Appointed to fill an unexpired term

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

**ITEM 17**

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

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: At least semi-annually

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

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

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
David Massey <sup>c</sup>	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Mary Beth Carozza	Indefinite	Maryland Senator	14-indefinite
Wayne A. Hartman	Indefinite	Maryland Delegate	18-indefinite
Charles Otto	Indefinite	Maryland Delegate	14-indefinite
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19, 19-23
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19, 19-23
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Kerrie Bunting	Dist. 4 - Elder	Resident - Snow Hill	*22-24
Mayor Rick Meehan <sup>c</sup>	At-Large	Business - Ocean City	*09-12-16-20-24
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21, 21-25
Matt Gordon	Dist. 1 – Abbott	Resident - Pocomoke	19-22, 22-26
Ivy Wells	Dist. 3 - Church	Resident - Berlin	22-26
Cam Bunting <sup>c</sup>	At-Large	Business - Berlin	*09-10-14-18-22-26

**Prior Members:**

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

**Since 2009**

Joe Cavilla (12-17)  
James N. Mathias, Jr.<sup>c</sup> (09-18)  
Ron Taylor<sup>c</sup> (09-14)  
James Rosenberg (09-19)  
Rod Murray<sup>c</sup> (\*09-19)  
Gary Weber (\*19-21)

Charlie Dorman (12-19)  
Gee Williams (09-21)

\* = Appointed to fill an unexpired term/initial terms staggered  
<sup>c</sup> = Charter Member

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

Appointed by: County Commissioners

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

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

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

Meetings: At least quarterly

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

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

Current Members:

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

Prior Members: (Since 1994)

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

\* = Appointed to fill an unexpired term



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

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting expense allowance

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

Special Provisions: One member nominated by each County Commissioner

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

**Current Members:**

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

**Prior Members: Since 1972**

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

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

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

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

Appointed by: County Commissioners

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

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

Compensation: \$100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

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

Current Members:

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

Prior Members: (Since 2005)

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

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

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/Meeting

Meetings: Monthly

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

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

Current Members:

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

Prior Members: (Since 1993)

Eleanor Kelly<sup>c</sup> (93-96)                      Andrew Delcorro (\*14-19)

John Mick<sup>c</sup> (93-95)

Frank Gunion<sup>c</sup> (93-96)

Carolyn Cummins (95-99)

Roger Horth (96-04)

Whaley Brittingham<sup>c</sup> (93-13)

Ralph Giove<sup>c</sup> (93-14)

Chris Smack (04-14)

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

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

Compensation: None

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

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

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

Current Members:

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

Prior Members: Since 1995

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

\* = Appointed to fill an unexpired term

<sup>c</sup> = Charter member

## Prior Members: Since 1995 (continued)

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

\* = Appointed to fill an unexpired term

c = Charter member



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

TO: The Daily Times Group and The Ocean City Today Group
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: April 20, 2023
SUBJECT: Worcester County Public Hearing – Disposal of Real Property Right

Please publish the notice below in The Daily Times and Ocean City Digest/Ocean City Today on April 27, 2023, May 4, 2023, and May 11, 2023. Thank you.

Notice of Public Hearing on Disposal of Real Property Right

The County Commissioners of Worcester County, Maryland propose to release an easement granted to it by the Mayor and City Council of Ocean City, Maryland by deed dated April 24, 2006 and recorded in the land records of Worcester County at Liber 4721, Folio 727 for ingress and egress over property known as Parcel C-1.1. The release will be for zero consideration.

The PUBLIC HEARING on this disposal of surplus real estate will be held on TUESDAY, May 16, 2023 at 10:30 A.M. in the Commissioners' Meeting Room, Room 1101 – Government Center One West Market Street, Snow Hill, Maryland 21863

Questions may be directed to Weston S. Young, Chief Administrative Officer, by calling 410-632-1194, or by email at weston.young@co.worcester.md.us.

WORCESTER COUNTY COMMISSIONERS



Worcester County Administration  
One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 326-1155



**MEMORANDUM**

TO: Worcester County Commissioners  
FROM: Candace I. Savage, Deputy Chief Administrative  
DATE: Officer April 13, 2023  
SUBJECT: Ocean City Battery Energy Storage Project

---

We received the attached request from Delmarva Power & Light Company to discuss the adjustment of certain easements related to the Ocean City battery energy storage project.



MCALLISTER  
DETAR  
SHOWALTER  
& WALKER

Ryan D. Showalter  
rshowalter@mdswlaw.com  
(410) 820-0259 Direct

April 10, 2023

**VIA ELECTRONIC MAIL (commissioners@co.worcester.md.us)**

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

Re: Delmarva Power & Light Company  
Ocean City Battery Energy Storage Project – Easement Adjustments

Dear Commissioners:

I am writing to supplement my initial request letter dated February 27, 2023. Delmarva Power & Light Company is undertaking a project to enhance electric system operation and reliability in Ocean City, as required by the Maryland Public Service Commission.

This project involves the development of a battery energy storage system (BESS) in the vicinity of the County Library, near 100<sup>th</sup> Street and Coastal Highway in Ocean City. Delmarva Power and Ocean City have been working collaboratively on the siting of this facility. Delmarva Power representatives met with County and Library staff to discuss the project and respond to questions. Frequently Asked Questions, a Myth-Fact sheet, and letters regarding safety of the project are attached for your reference.

As summarized and depicted by the enclosed plat and site plan excerpts, Delmarva Power currently owns a 1.1559 acre parcel just northwest of the County Library. Ocean City owns an identically sized parcel that is located immediately south of Delmarva Power's property and immediately west of the County Library. For several reasons, Ocean City and Delmarva Power elected to exchange ownership of their respective parcels. This exchange will result in construction of the electric infrastructure adjacent to the City's existing utility improvements and in a position where it is better screened from Coastal Highway. The exchange will also establish a larger area of contiguous property owned by Ocean City.

Several easements encumber and/or benefit the two parcels involved in the proposed property exchange and the County-owned Library parcel. Delmarva Power respectfully requests the opportunity to discuss with you the adjustment of certain easements in a manner that provides benefits to both the County and Delmarva Power. The proposed agreement attached to this letter would (i) confirm certain existing utility easements for the benefit of Parcel C-1.1, (ii) limit Delmarva's blanket access easement across the Library Parcel to a portion of the existing drive aisle, (iii) release a blanket access easement over Parcel C-1.1, and (iv) establish an access and parking license agreement for the benefit of the Library Parcel, which would increase the number





of spaces dedicated for use by Library employees and patrons. Pursuant to Section CG 4-403 of the County Code, this agreement may be approved by the County Commissioners following a duly advertised public hearing. The initial draft of the license agreement has been revised to resolve comments provided by the County Attorney.

We look forward to the opportunity to discuss this Project with you during your April 18<sup>th</sup> meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ryan D. Showalter', with a long, sweeping underline that extends to the right.

Ryan D. Showalter

cc: Roscoe Leslie, Esq. (w/encls.)  
Delmarva Power & Light Company (w/encls.)

**DELMARVA POWER & LIGHT COMPANY  
PROPOSED EASEMENT MODIFICATION AND RELEASE AND LICENSE**

- Delmarva Power is subject to a regulatory mandate to install Battery Energy Storage Systems (BESS). BESS proposed for 100<sup>th</sup> Street, Ocean City is designed to enhance electric system reliability for customers during peak demand on hot summer and cold winter days.
- Delmarva Power and Ocean City own identical, contiguous parcels located immediately west of the Library. A 1990 conditional use approval authorized the construction of a substation on the Delmarva Parcel. Delmarva proposed to install the BESS as part of a limited function substation in this location.
- Through approvals granted in 2022, Ocean City approved a conditional use authorizing the BESS and approved the exchange of ownership of the two properties: (1) Ocean City’s Parcel C-1.1, for (2) Delmarva Power’s Parcel C-2 (each Map 116, Parcel 1864A) (“Land Swap”).
- Community benefits resulting from the Land Swap/BESS include: (i) reliability enhancement of electric system, (ii) screening of BESS from Coastal Highway and surrounds by the Library, Water Tower, Church of the Holy Spirit, and (iii) contiguity of ownership Ocean City (Parcels C-1.2 and C-2).
- Library title deed (April 24, 2006; Liber 4721, folio 727) conveys title to Parcel C-1.3, together with ingress/egress easement over Parcels C-1.2 and C-1.1 and subject to ingress/egress easement for Parcels C-1.2 and C-1.1. No boundaries or location are established for either easement. Library Parcel is also subject to existing electric transmission easement.

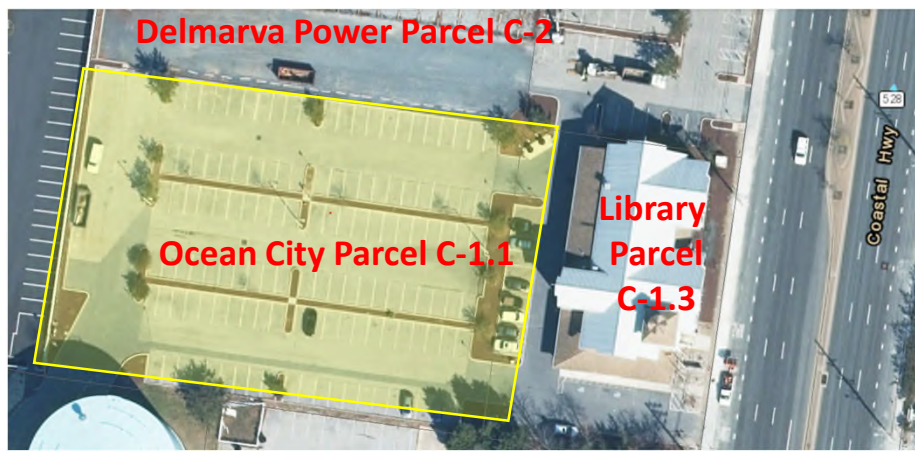
Proposed Actions :

1. Delmarva Power limitation of blanket ingress/egress easement over Library Parcel to the existing driveway between the future Delmarva Power parcel and Coastal Highway
2. Release of the blanket access easement that encumbers Parcel C-1.1 for the Library Parcel ingress
3. Confirmation that existing utility easements may be used for the benefit of Parcel C-1.1
4. Grant of a license to the County authorizing access across Parcel C-1.1 and Library parking within up to seven parking spaces to be constructed by Delmarva Power

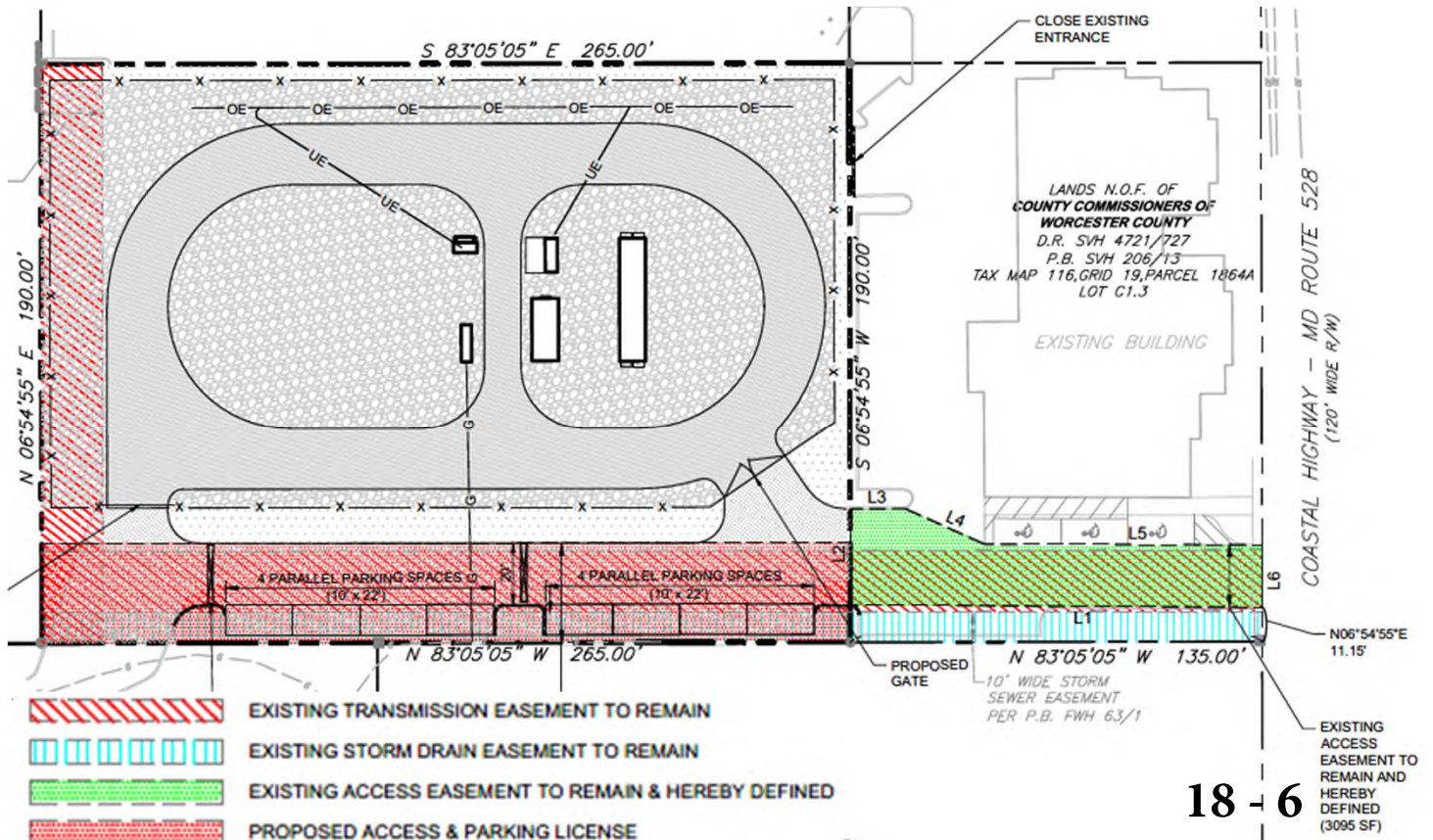
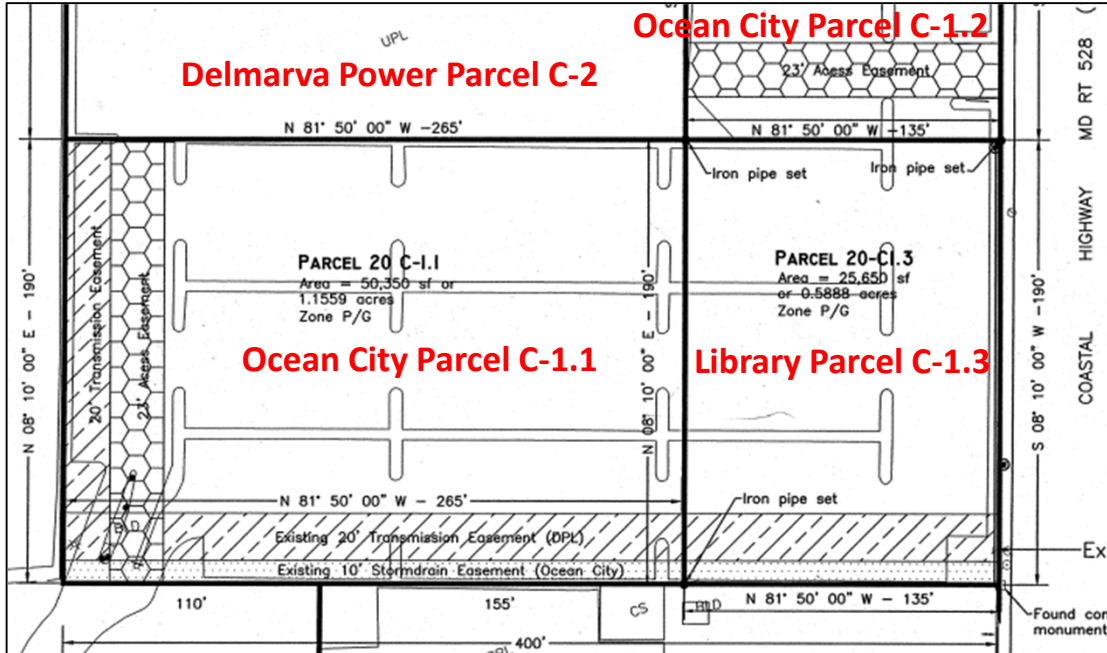
**Applicable Law - Worcester County Code**

**§ CG 4-403 Disposition of County property when no longer used by County.**

(a) Generally. Unless otherwise provided by law, whenever the County Commissioners propose to dispose of any County-owned property or any rights incidental thereto by reason of the fact that such property is no longer required for County use, they shall first advertise the same at least once a week for three successive weeks in one or more newspapers of general circulation in said County inviting competitive bids to be made upon such terms and conditions as the County Commissioners may deem appropriate, including, without limitation, the right to accept or reject any and all bids as they see fit with regard to the disposal of such property and giving an opportunity for objections to any such disposal.



“Final Plat, Resubdivision of Parcel 20 C-1” (Plat Book H 206, page 13)



## Frequently Asked Questions

Delmarva Power is planning to install and operate a new battery energy storage system at 100th Street in Ocean City, Maryland. Below are answers to frequently asked questions we have received from the community regarding this project.

### Battery Technology & Use

#### What is battery energy storage technology and how does it work?

The battery energy storage technology we are proposing to install is essentially a larger scale version of the batteries commonly used in the computers and smart phones we use daily, as well as smaller residential scale batteries that can be found in many homes. When directly connected to the energy grid, the system stores energy that can be used later to meet customers' needs.

A battery energy storage system collects energy from the local electric grid during times of low or normal demand. The energy is then stored in a battery connected to the distribution system. This available energy reserve can reduce the amount of energy needed from the regional transmission system during periods of high demand. The energy is supplied from the storage system back onto the local distribution system during periods of high demand and delivered to local homes or businesses or used to support the overall reliability of the local energy grid.

#### What type of battery is Delmarva Power planning to install?

We plan to install a 1-megawatt battery system consisting of lithium-ion battery modules, transformer, and state-of-the-art electrical/telecom/control equipment. This is the most common type of battery technology used for grid-scale applications. Additionally, aesthetic fencing and landscaping will be installed to enhance the appearance of the substation and screen the battery system.

#### What is Delmarva Power's experience with battery energy storage?

This project is one of Delmarva Power's second involving battery energy storage. Delmarva Power's other battery energy storage project is located in Cecil County, Maryland. Our Exelon sister companies have successfully installed or are planning similar battery energy storage technology to improve reliability and enhance customer experience. These include Baltimore Gas and Electric's Coldspring substation project in Maryland; an Atlantic City Electric project in Beach Haven, New Jersey; three ComEd projects in Chicago's Bronzeville neighborhood, Shorewood, Illinois and Zion, Illinois; Pepco has battery storage projects planned in Montgomery County, Maryland, and the District of Columbia.

We are applying best practices from all these projects to this current project in Ocean City.

#### Will you use the battery system during severe weather events?

This proposed battery storage project will support the local energy grid, enhancing local energy grid resiliency and reliability for all customers and seasonal visitors during times when customer demand for energy is highest.

### Health, Safety & Environment

#### Is battery energy storage technology safe?

Yes. We design all our facilities with safety as our top priority and we are taking enhanced safety measures with this project. Battery energy storage technology is a safe and sustainable energy solution for our customers and communities. We are working with independent fire safety experts on the technical specifications of the battery to ensure they meet the latest industry standards.

## What standards and codes are Delmarva Power following?

Plans for this battery system will meet or exceed all local and regulatory codes for building, construction and fire precautions, including:

- Maryland Fire Code
- International Fire Code
- Institute of Electrical and Electronics Engineers (IEEE) 979: Guide for Substation Fire Protection
- National Fire Protection Association (NFPA) 5: Manual Sprinkler System Design
- NFPA 69: Explosion Prevention
- NFPA 72: National Fire Alarm and Signaling Code (Smoke Detection)
- NFPA 1620: Standard for Pre-Incident Planning
- NFPA 2001: Standard on Clean Agent Fire Extinguishing Systems
- Underwriters Laboratories (UL) 1741: Inverters, Converters, Controllers, and Interconnection System Equipment for Use with Distributed Energy Systems
- UL 1973: Standard for Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail (LER) Applications
- UL 9540A: Standard for Test Method for Evaluating Thermal Runaway Fire Propagation in Battery Energy Storage Systems
- Environmental Protection Agency Title 40 of the Code of Federal Regulations part 273: Management of Intact Lithium Batteries
- COMAR 26.13: Subsections cover Hazardous and Universal Waste Management
- Resource Conservation and Recovery Act: 40 CFR Part 273 – Universal Waste Requirements; 40 CFR Part 262 – Requirements of Hazardous Waste Generators

Additionally, all Exelon utilities, including Delmarva Power, follow a specific “defense-in-depth” model to enhance the safety and security of battery systems. There are three main pillars that apply to this project:

1. Prevent fires or thermal runaway.
2. System will rapidly detect and respond to conditions to reduce the likelihood of the condition reaching an unacceptable outcome (an unacceptable outcome would be harm to the public, employees, and/or first responders).
3. To prevent thermal runaway continuing after all other mitigation measures are activated, a water-cooling system will be installed inside the battery enclosure to cool the system and mitigate the effects.

## What fire mitigation procedures will the battery system have?

Advanced fire protection and mitigation procedures and tools will be in place during construction and as part of the operation of the battery system. This includes:

- A smoke detection that will activate an automatic suppression system. Upon activation of the smoke detection, the battery system will automatically shut down.
- A fire control station around the battery will allow Delmarva Power and Ocean City Fire Department to evaluate conditions without opening the battery housing. The fire control station will monitor smoke detector status, heat detector status, and gas detection readings from inside of the battery container. It also includes a location for first responders to attach and pump water into the container if needed.
- A pre-piped water spray safety measure that will help avoid the need for first responders to enter the enclosure to address a potential fire. This system exceeds current Ocean City, Maryland codes and will help ensure the highest level of safety.

In the event of an incident or fire, the Ocean City Fire Department will be alerted to respond to support mitigation efforts and monitor public safety. We are working with local emergency management agencies, several fire protection engineering firms in Maryland and the Ocean City Fire Department to educate first responders on the characteristics and safety design features of the battery system, training them on what to do in the event of an emergency, as we do for other electrical equipment and substations. This training is included in the start-up process of the battery system and will be provided annually for all first responders.

## If there is a fire, will there be any release of gas or other contaminants into the air?

Like with any modern building, battery fires have the potential to release byproducts of combustion. This facility will suppress fires through a variety of methods including water suppression systems, which will also work to restrict smoke and harmful byproduct from drifting into the air.

## If there is a fire, will local residents have to evacuate or shelter in place?

Evaluation methods and safety systems to avoid the need for evacuation are being built into this battery system. The decision to evacuate is based solely on first responder incident evaluation. Any evacuation requirements would be determined and communicated by local authorities.

## Does this battery system support clean energy?

This project will not only enable a more resilient grid, but it advances clean energy technology in Ocean City and support's Maryland's broader climate goal of reaching a 50 percent reduction in greenhouse gas emissions by 2030 (from 2006 levels). The future of a modernized grid that will benefit people and the environment involves installations of innovative technology such as battery storage systems. The Ocean City project is a step towards the clean energy grid of the future.

## What are the environmental impacts of constructing a battery in a residential area?

Environmental impacts to the local area are minimal and the net effect of installing clean energy solutions like battery storage will be positive to the climate. We will adhere to all permit requirements and utilize professional environmental monitors to ensure compliance and leverage third party environmental consultants as needed.

## What emissions does the battery system produce?

The battery system does not produce any emissions. This facility stores electricity and supports the delivery of power to local homes and businesses; it does not generate electricity, it simply maintains a charge of electrons and stores them for use similar to smaller battery-powered devices.

## How does this project and Electric and Magnetic Fields (EMF) relate to our environment and community safety?

We understand some customers have concerns about Electric and Magnetic Fields (EMF) and we take those concerns seriously. Battery energy storage is a low voltage system, and this facility will have minimal impact on any EMF levels that currently exist due to other electrical sources in the area. Safety is always our top priority, and it is a constant consideration as we design, operate and maintain the local energy grid. We closely follow the most current EMF safety research and design our projects accordingly. In Ocean City we have contracted third party experts to conduct EMF studies and they have determined that nearby properties would not be impacted by this new system. We will continue to do field tests at this site and monitor EMF before and after installation as well.

It is important to remember that we live with EMF every day. EMF is present wherever electricity is generated, transmitted, or used and can be found in homes, offices and schools. The World Health Organization, the National Institute of Environmental Health Sciences and others have reviewed the large amount of scientific research that has been conducted on EMF and health over the last 40 years and concluded that exposure to EMF has not been shown to cause or contribute to any adverse health effects in adults or children.

## What is the process for mitigating and addressing spills and runoff during and after construction of the battery system, including during weather events?

There is a very minimal risk for oil or chemical (liquid dielectric or coolant) spills during both the construction and operation of the battery storage system and all associated equipment. We hold both our contractors and employees to the strictest standards for spill prevention and control while performing maintenance and construction activities at any of our sites. The batteries being installed at this location are fully sealed and corrosion resistant, leaving little opportunity to leak. The battery system will be monitored 24/7 and any leak or damage detected would trigger an immediate response. All equipment will be visually inspected on a regular basis and preventative maintenance will be performed to ensure the system operates safely. We maintain spill kits on-site for use and will follow all procedural and regulatory spill control, reporting and cleanup requirements in the unlikely event of a release.

## Who is benefiting from the Battery Project?

This proposed battery storage project will support the local energy grid in Ocean City, enhancing local energy grid resiliency and reliability for all customers and seasonal visitors during times when customer demand for energy is highest.

For questions regarding this proposed project, please contact Jim Smith, Delmarva Power Public Affairs, at 667-313-2707 or [jim.a.smith2@delmarva.com](mailto:jim.a.smith2@delmarva.com).

---

**Learn More:** [delmarva.com/EnergyStorage](https://delmarva.com/EnergyStorage) | [jim.a.smith2@delmarva.com](mailto:jim.a.smith2@delmarva.com) | 667-313-2707

Delmarva Power is planning to install and operate a new battery energy storage system in Ocean City, Maryland. The information below addresses common health, safety, and environmental concerns about battery energy storage systems.

Concern (Myth)	Response (Fact)
<p><b>Battery storage systems are a new technology and are not safe for residential use.</b></p>	<p>Battery energy storage technology is a safe and sustainable energy solution for grid applications. This technology has existed for many years and the safety of such systems has vastly improved over recent years.</p> <p>Safety is the top priority for Delmarva Power. We are working with top national and local experts to ensure ample safety protocols and operating practices.</p>
<p><b>Fire safety planning and protocols that will be implemented are inadequate.</b></p>	<p>Delmarva Power is working closely with local emergency management agencies, several fire protection engineering firms in Maryland and the Ocean City Fire Department to educate and train first responders and the public on this facility. We have enhanced precautions with advanced, multi-layer fire protection and mitigation procedures, tools and technology. A list of specific standards and protocols being followed can be found in our project FAQ.</p>
<p><b>Battery fires cannot be extinguished and must 'burn off,' causing harmful gases to drift uncontrolled into the environment and shelter-in-place or evacuation to be necessary.</b></p>	<p>Delmarva Power will do everything we can to ensure safe operation of the facility.</p> <p>Battery fires are rare and systems exist to counteract 'burn off' or 'thermal runaway'. Our state-of-the-art system will constantly monitor risks and will feature high performance automatic fire suppression and the safest design for fire department response and control.</p>
<p><b>Electric and Magnetic Field (EMF) levels will increase due to the battery system and impact nearby residents.</b></p>	<p>Third-party experts have determined that EMF levels from this low-voltage system will not impact nearby properties. We will continue to conduct independent EMF studies throughout the construction and operation of the battery system to ensure EMF levels remain safe.</p>
<p><b>Battery energy storage systems release runoff and emissions that can damage the natural environment.</b></p>	<p>Batteries have no emissions, and this facility will simply store electricity for local homes and businesses. This unit will also be self-contained to prevent any potential for runoff.</p>

**Learn More:** [delmarva.com/EnergyStorage](https://delmarva.com/EnergyStorage) | [jim.a.smith2@delmarva.com](mailto:jim.a.smith2@delmarva.com) | 667-313-2707



# Ocean City Fire Department

**Richard Bowers**  
Fire Chief

**Christopher Shaffer**  
Deputy Chief

**Eric Peterson**  
Assistant Chief

March 15, 2023

Terry McGean, City Manager  
301 Baltimore Avenue Ocean City, MD 21842

Re: Delmarva Power Battery Storage Project/Easement Adjustment Proposal

City Manager Terry McGean,

It has come to my attention that Worcester County has requested the position of the Ocean City Fire Department's regarding the proposed easement adjustment and construction of Delmarva Power's Battery Storage Project in the area of 100th Street here in Ocean City.

Deputy Fire Marshal Battalion Chief Joe Sexauer and myself met with Delmarva Power representatives on February 17, 2023. During the meeting, they reviewed draft emergency operations plans, hazard mitigation plans, and construction/code compliance information for the project. We found the project to be acceptable in concept based on the information presented. Based on the discussion, it is our expectation and understanding from Delmarva Power that the construction will be in accordance with Ocean City and State Fire Prevention Codes, including: -NFPA 1, Fire Code -NFPA 101, Life Safety Code -NFPA 855, Standard for the Installation of Stationary Energy Storage Systems.

This, along with applicable Building and Zoning Codes, will be required to be formally evaluated and compliance verified during the Technical Review and Permitting Process, which Delmarva Power intends to comply with. This review will also include a formal review of the Emergency Operations Plan by the Ocean City Fire Department, as outlined in NFPA 855.

Should you, or Worcester County Administrator Young, require additional information, please contact Deputy Chief Bunting and myself.

Respectfully,

Fire Chief Richard Bowers

cc: Deputy City Manager Elton Harmon





TOWN OF  
**OCEAN CITY**

*The White Marlin Capital of the World*

---

Ocean City Fire Marshal's Office/Bomb Squad  
301 Baltimore Avenue  
Ocean City, MD 21842  
410-289-8780

March 14, 2023

Terry McGean, City Manager  
301 Baltimore Avenue  
Ocean City, MD 21842

Re: Delmarva Power Battery Storage Project/Easement Adjustment Proposal

Terry:

It has come to my attention that Worcester County has requested the position of our Fire Marshal's Office regarding the proposed easement adjustment and construction of Delmarva Power's Battery Storage Project in the area of 100<sup>th</sup> Street here in Ocean City.

FM Battalion Chief Joe Sexauer and Fire Chief Richard Bowers met with Delmarva Power representatives on February 17, 2023. During the meeting, they reviewed draft emergency operations plans, hazard mitigation plans, and construction/code compliance information for the project, and found the project to be acceptable in concept based on the information presented.

Based on the discussion, it is our expectation and understanding from Delmarva Power that the construction will be in accordance with Ocean City and State Fire Prevention Codes, including:

- NFPA 1, *Fire Code*
- NFPA 101, *Life Safety Code*
- NFPA 855, *Standard for the Installation of Stationary Energy Storage Systems*

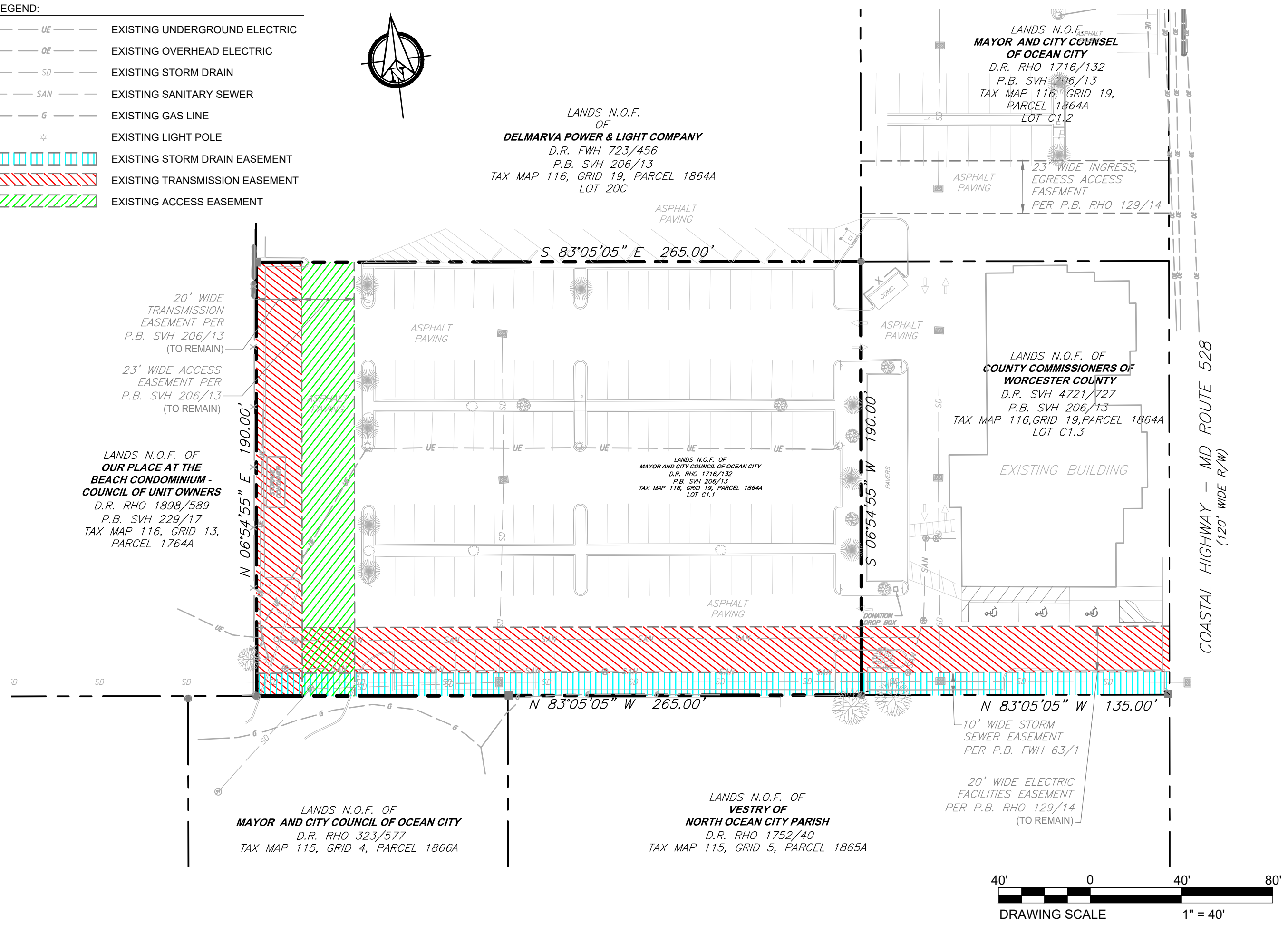
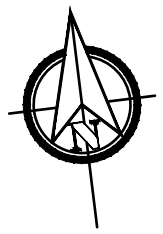
This, along with applicable Building and Zoning Codes, will be required to be formally evaluated and compliance verified during the Technical Review and Permitting Process, which Delmarva Power intends to comply with. This review will also include a formal review of the Emergency Operations Plan by the Fire Department, as outlined in NFPA 855.

Should you, or Mr. Young, require additional information, please don't hesitate to reach out.

Respectfully,

Josh Bunting  
Deputy Chief/Fire Marshal

- LEGEND:**
- UE — EXISTING UNDERGROUND ELECTRIC
  - OE — EXISTING OVERHEAD ELECTRIC
  - SD — EXISTING STORM DRAIN
  - SAN — EXISTING SANITARY SEWER
  - G — EXISTING GAS LINE
  - ☆ EXISTING LIGHT POLE
  - [Blue Hatched Box] EXISTING STORM DRAIN EASEMENT
  - [Red Hatched Box] EXISTING TRANSMISSION EASEMENT
  - [Green Hatched Box] EXISTING ACCESS EASEMENT



**DUFFIELD ASSOCIATES**  
Soil, Water & the Environment

5400 LIMESTONE ROAD  
WILMINGTON, DE 19808-1232  
TEL: 302.239.6654  
FAX: 302.239.9465

OFFICES IN DELAWARE, MARYLAND  
PENNSYLVANIA AND NEW JERSEY

E-MAIL: DUFFIELD@DUFFINET.COM

DESIGNED BY:	SHP
DRAWN BY:	GAZ
CHECKED BY:	SHP
FILE:	EsmtExhibit.dwg

**EASEMENT EXHIBIT  
EXISTING FEATURES**

**DELMARVA POWER & LIGHT CO.**

**BATTERY ENERGY STORAGE SYSTEM**

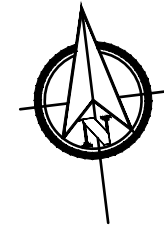
OCEAN CITY - MARYLAND

DATE:	14 FEBRUARY 2023
SCALE:	1" = 40'
PROJECT NO.	16552
SHEET:	EXHIBIT #1



LEGEND:

- UE --- EXISTING UNDERGROUND ELECTRIC
- OE --- EXISTING OVERHEAD ELECTRIC
- SD --- EXISTING STORM DRAIN
- SAN --- EXISTING SANITARY SEWER
- G --- EXISTING GAS LINE
- ☆ EXISTING LIGHT POLE
- X --- PROPOSED FENCE
- UPRIGHT CURB --- PROPOSED UPRIGHT CURB
- OE --- PROPOSED OVERHEAD ELECTRIC
- G --- PROPOSED GAS LINE
- [Pattern] PROPOSED COMPACTED GRAVEL
- [Pattern] PROPOSED UNCOMPACTED GRAVEL
- [Pattern] PROPOSED LANDSCAPE AREA
- [Pattern] EXISTING ASPHALT TO REMAIN
- [Pattern] EXISTING TRANSMISSION EASEMENT TO REMAIN
- [Pattern] EXISTING STORM DRAIN EASEMENT TO REMAIN
- [Pattern] EXISTING ACCESS EASEMENT TO REMAIN & HEREBY DEFINED
- [Pattern] PROPOSED ACCESS & PARKING LICENSE



LANDS N.O.F.  
MAYOR AND CITY COUNSEL  
OF OCEAN CITY  
D.R. RHO 1716/132  
P.B. SVH 206/13  
TAX MAP 116, GRID 19,  
PARCEL 1864A  
LOT C1.2

**DUFFIELD ASSOCIATES**  
Soil, Water & the Environment  
5400 LIMESTONE ROAD  
WILMINGTON, DE 19808-1232  
TEL: 302.239.6654  
FAX: 302.239.8465  
OFFICES IN DELAWARE, MARYLAND  
PENNSYLVANIA AND NEW JERSEY  
E-MAIL: DUFFIELD@DUFFINET.COM

DESIGNED BY: SHP  
DRAWN BY: GAZ  
CHECKED BY: SHP  
FILE: EsmtExhibit.dwg

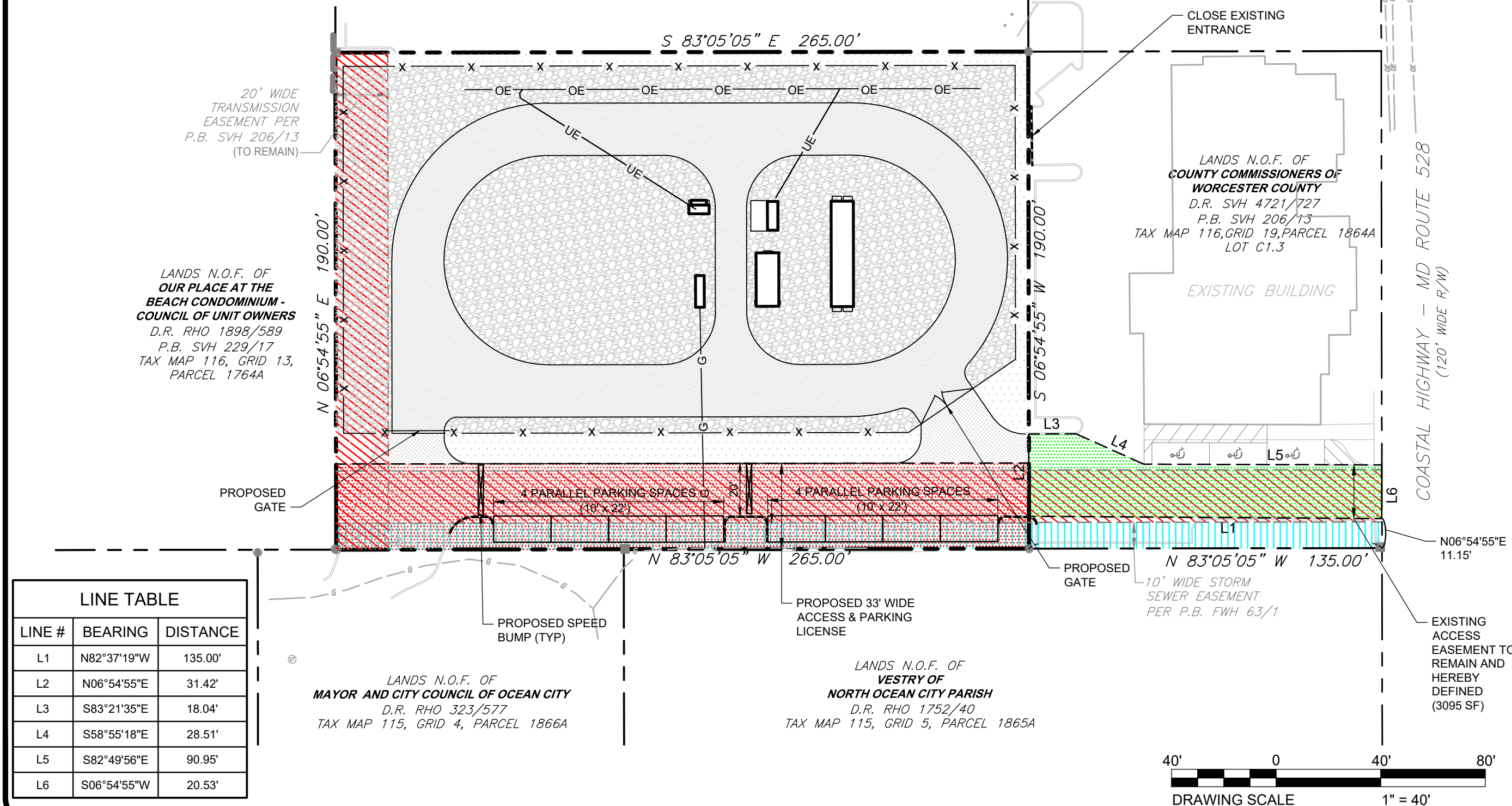
EASEMENT & LICENSE EXHIBIT  
PROPOSED FEATURES  
**DELMARVA POWER & LIGHT CO.**  
BATTERY ENERGY STORAGE SYSTEM  
OCEAN CITY ~ MARYLAND

DATE:  
14 FEBRUARY 2023

SCALE:  
1" = 40'

PROJECT NO.  
16552

SHEET:  
EXHIBIT #2



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N82°37'19"W	135.00'
L2	N06°54'55"E	31.42'
L3	S83°21'35"E	18.04'
L4	S58°55'18"E	28.51'
L5	S82°49'56"E	90.95'
L6	S06°54'55"W	20.53'



*Indexing Instructions: Grantor and Grantee:*

*County Commissioners of Worcester County, Maryland  
Delmarva Power & Light Company*

*Tax ID Nos.: 10-749174 (“County Parcel”) County Commissioners of Worcester County, Maryland*

*10-332281 (“Parcel One”) Delmarva Power & Light Company  
(formerly Mayor and City Council of Ocean City, Maryland)*

*I HEREBY CERTIFY that the following instrument was prepared by an attorney duly admitted to practice before the Court of Appeals of the State of Maryland.*

\_\_\_\_\_  
*Ryan D. Showalter, Esquire*

**EASEMENT MODIFICATION AND RELEASE  
AND  
LICENSE AGREEMENT**

THIS EASEMENT MODIFICATION AND RELEASE AND LICENSE AGREEMENT (“**Agreement**”) is executed as of the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between DELMARVA POWER & LIGHT COMPANY, a corporation of the State of Delaware and the Commonwealth of Virginia (“**DP&L**”), and COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, a body politic and corporate of the State of Maryland (“**County**”), each a “**Party**” and collectively, the “**Parties**”. This Agreement shall be effective on the later of: (i) the date it is fully executed, or (ii) the date that an instrument conveying Parcel One (defined below) to DP&L is recorded among the Land Records (defined below) (“**Effective Date**”).

*EXPLANATORY STATEMENT*

WHEREAS, the Mayor and City Council of Ocean City, Maryland, a Maryland municipal corporation (“**Ocean City**”) presently owns a lot or parcel of land comprised of 50,350 square feet, more or less, which parcel is designated among the Worcester County Tax Records as Lot C-1.1 of Parcel 1864A, Map 116, which parcel is depicted as “PARCEL 20 C-1.1” by a plat entitled “FINAL PLAT, RESUBDIVISION OF PARCEL 20 C-1, REF 1716/132, LANDS OF MAYOR AND CITY COUNCIL, OCEAN CITY”, dated February 17, 2006 and recorded among the Plat Records of Worcester County, Maryland (“**Plat Records**”) in Plat Book SVH 206, page 13 (“**Record Plat**”), which plat is incorporated herein (“**Parcel One**”).

WHEREAS, DP&L presently owns a lot or parcel of land comprised of 50,350 square feet, more or less, which parcel is designated among the Worcester County Tax Records as Lot C-2 of Parcel 1864A, Map 116, which parcel is depicted as “PARCEL 20 C-2” by the Record Plat (“**Parcel Two**”).

WHEREAS, the County owns a parcel of land located immediately east of Parcel One, which parcel is depicted and designated by the Record Plat as “Parcel 20 C-1.3” (“**County**”).

Parcel”), and is more particularly described by a deed dated April 24, 2006 and recorded among the Land Records of Worcester County, Maryland (“**Land Records**”) in Liber SVH 4721, folio 727 (“**County Deed**”); and

WHEREAS, pursuant to the County Deed, Parcel One is subject to a blanket easement of ingress and egress for the benefit of the County Parcel; and

WHEREAS, the County Parcel is subject to: (i) a blanket easement for ingress and egress for the benefit of Parcel One, and (ii) a utility easement reserved by DP&L for the benefit of Parcel Two; and

WHEREAS, Ocean City and DP&L are exchanging ownership of Parcels One and Two to, among other things: (i) provide an opportunity for DP&L to construct its electric system infrastructure improvements on Parcel One in a location closer to existing utilities owned by Ocean City and more screened from view of the Coastal Highway corridor by existing structures, and (ii) consolidate land holdings of Ocean City adjacent to a lot located immediately north of the County Parcel and contiguous to the east of Parcel Two; and

WHEREAS, following a duly advertised public hearing, County authorized by Resolution No. 23-\_\_ (adopted April \_\_, 2023) the:

- (i) limitation of the existing blanket access easement encumbering the County Parcel for the benefit of Parcel One to a defined area of the County Parcel;
- (ii) release of the blanket access easement encumbering Parcel One for the benefit of the County Parcel in exchange for an access license and the construction and maintenance of additional parking for use by the County Parcel; and
- (iii) confirmation that the Utility Easements (defined below) may be used by Parcel One; and

WHEREAS, County seeks additional parking spaces for use by patrons of the library located on the County Parcel; and

WHEREAS, DP&L is willing to permit employees and visitors of the County Parcel to park their vehicles on the Property upon the terms and conditions stated in this Agreement; and

WHEREAS, DP&L and County have executed this Agreement to memorialize and effectuate the agreements summarized by the foregoing paragraphs, intending this Agreement to automatically become effective upon DP&L’s ownership of Parcel One.

NOW THEREFORE, WITNESSETH, in consideration of the foregoing Explanatory Statement, other good and valuable consideration, the total payment in consideration hereof being ZERO DOLLARS (\$0.00), and the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Modification and Confirmation of Easements Benefitting Parcel One.

(a) Pursuant to the County Deed, the County Parcel is subject to blanket easements for ingress, egress and regress for the benefit of Parcel One and Parcel 20 C-1.2 (as depicted by the Record Plat), which easements have no specified location or dimension. County and DP&L hereby agree that the access easement for ingress and egress across the County Parcel for the benefit of Parcel One shall be limited to the area consisting of 3,095 square feet, as more particularly depicted and described by Exhibit 1 (designated as “Existing Access Easement to Remain and Hereby Defined (3095 SF)”). Such easement shall permit access, ingress and egress by vehicles, equipment and pedestrians, at all times. The foregoing shall not waive, restrict, modify or otherwise affect the ingress and egress easement across the County Parcel for the benefit of Parcel 20 C-1.2 as reserved by Ocean City in the County Deed.

(b) The County acknowledges and agrees that the Electric Facilities Easement “A” (as depicted by the Delmarva Plat) is identical to the Transmission Easement (as depicted by the Record Plat) and constitutes part of the easements reserved by DP&L by a deed dated March 14, 1981 and recorded among the Land Records in Liber RHO 1716, folio 132 (“**1981 Deed**”). All of the foregoing easements are referred to collectively as the “**Utility Easements**”. In consideration of the exchange of ownership of Parcel One and Parcel Two, the County hereby acknowledges and agrees that the County Parcel remains subject to the Utility Easements and grants, conveys, modifies and confirms such Utility Easements to run for the benefit of, and to support development of infrastructure on, Parcel One, which will be owned by DP&L following its exchange of Parcel Two with Ocean City. All terms and conditions imposed, required or reserved with respect to such Utility Easements by the County Deed or 1981 Deed remain applicable to such Utility Easements for the benefit of Parcel One and such deeds are incorporated herein.

(c) The owner of Parcel One, its successors and assigns, shall have and hold said easements, forever.

2. Release of County Parcel Access Easement. County hereby abandons, waives, terminates and releases the “easement of ingress and egress” as established by the County Deed that extends across Parcel One for the benefit of the County Parcel, and the area of such former easement shall be held by the owner of Parcel One, its successors and assigns, free and clear of such easement, forever. Notwithstanding the foregoing, the County hereby expressly reserves the easement of ingress and egress established by the County Deed across Parcel 20 C-1.2 for the benefit of the County Parcel.

3. County Parcel Library License. DP&L hereby grants to County and establishes for the benefit of the County Parcel a temporary, revocable, non-exclusive license (“**License**”) to use a maximum of seven (7) parking spaces to be constructed and designated by DP&L on Parcel One upon and subject to the terms and conditions set forth herein, and in conformance with Exhibit 1, which is incorporated herein by reference. Such License encumbers only southernmost thirty-three (33) feet of Parcel One (“**Premises**”). The rights of under this License include a non-exclusive right over and across the Premises for ingress and egress. DP&L will construct a vehicular travel surface, designated parking spaces, speed bumps or tables, signage and related improvements within the Premises (“**Improvements**”).

(a) Terms and Conditions of License.

(1) *Term.* Commencing on the Effective Date, the employees, users and visitors of the public library located on the County Parcel (“**Library**”), shall have use of the Premises for a period of five (5) years for the purposes described above; provided, however, that either Party may terminate this License at any time upon one hundred-twenty (120) days’ written notice to the other Party. Upon the expiration of the initial five-year period, the License will automatically renew thereafter on an annual basis unless terminated by either Party. Additionally, the License may be terminated by DP&L at any time if the County fails to comply with the terms of this License.

(2) *Use.* The rights of County hereunder shall be to temporarily park the vehicles of Library visitors and employees, only, in the designated areas of the Premises and to have a non-exclusive right of access over and across the Premises for ingress and egress. County shall not permit any waste or damage to be done to the Premises and shall maintain the Premises and keep said area in good condition and repair and free of any litter and other waste, including the removal of snow and ice. County may post signage on the Premises indicating that the parking on the Premises is restricted to the visitors and/or employees of the Library. County shall not alter the Premises or any improvements on the Premises.

(3) *Obstructions.* No vehicles may park within or obstruct the Premises at any time or for any duration except in designated parking spaces, which may be occupied only during the days and hours that the Library is open to the public. Any vehicle that obstructs any other portion of the Premises or any access drive or entrance to Parcel One shall be subject to immediate towing and/or removal at the sole risk and expense of the owner and operator of such vehicle. Notwithstanding the foregoing, DP&L reserves the right to temporarily block, obstruct or modify the Premises as necessary for the construction, use, operation, maintenance and repair of any electric system or other utility infrastructure located on Parcel One. When reasonably possible, DP&L will endeavor to provide advance notice to the County, but such closures may occur without notice and for unspecified durations as deemed necessary by DP&L.

(4) *Indemnification.* County shall indemnify, defend, protect and hold DP&L, and its officers, directors, agents, representatives, and employees harmless from and against all liens and encumbrances of any nature whatsoever which may arise in the exercise of County’s rights hereunder, and from any and all claims, causes of action, liabilities, costs and expenses (including reasonable attorneys’ and in-house counsel fees), losses or damages (“Claims”) arising from County’s exercise of the License rights herein granted to the extent such Claims are caused by the negligence of the County or County’s agents, employees or contractors.

(5) *Damage or Loss.* County, as a material part of the consideration to DP&L, hereby assumes all risk of damage to its property or injury to all persons and personal property in or upon the Premises. County, for itself and for any employee, visitor or member of the public exercising rights of the County hereunder, hereby releases and relieves DP&L, and waives its entire right of recovery against DP&L, for any loss or damage arising out of or

incident to the Premises, whether due to the negligence of the County or DP&L or their respective agents, employees and/or contractors.

(6) *Surrender.* Upon the termination of this License, all right, title, and interest of the County in and to this License shall be surrendered peaceably to DP&L.

(7) *Insurance.* County shall maintain in full force and effect during the term of this License, at the County's cost and expense, a policy of comprehensive general liability insurance in terms and amounts satisfactory to DP&L, but in any event no less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence combined single limit bodily injury, personal injury, death and property damage, subject to such increases in amount as DP&L may reasonably require from time to time, covering any accident or incident arising in connection with the presence of the County or its agents, employees, or contractorson the Premises. Coverage shall include, but not be limited to, personal injury liability, property and operation, blanket contractual, cross liability, severability of interest, broad form property damage, and independent contractors. Such insurance shall be primary and noncontributing, and shall not be cancelable or subject to reduction of coverage or other modification without thirty (30) days prior written notice to DP&L. County shall concurrently with the execution of this License deliver to DP&L a copy of such insurance policy, or a certificate of insurance evidencing such coverage. In the event the County's insurance policy is renewed, replaced or modified, the County shall promptly furnish DP&L with a copy of such policy, or a certificate of insurance, as renewed, replaced or modified.

(8) *Default.* In the event of a breach by the County of any of the terms of this License, all rights of the County hereunder shall cease and terminate, and in addition to all other rights DP&L may have at law or in equity DP&L may re-enter the Premises and take possession thereof without notice, and may remove any and all persons therefrom, and may also cancel and terminate this License; and upon any such cancellation, all rights of the County in and to the Premises under this License shall cease and terminate.

(9) *Rules and Regulations.* DP&L shall have the right to:

(A) Establish and enforce reasonable rules and regulations concerning the management, use, and operation of the Premises; and

(B) Close any portion of the Premises to whatever extent required in the reasonable opinion of DP&L's counsel to prevent a dedication of any of the Premises or the accrual of any prescriptive rights of any person or of the public to the Premises.

(10) *Security Measures.* County hereby acknowledges that DP&L is not obligated to provide any security measures, and DP&L shall not be liable for any defects or negligence in the implementation of any security measures that CP&L may, in fact, provide. County assumes all responsibility for the protection of any vehicles that are the property of the County, its agents, employees, contractors or invitees, and their property, from the acts of third parties.



4. Miscellaneous.

(a) *Integration; Exhibits.* This Agreement, together with the Exhibits attached hereto and deeds incorporated herein, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof. The Exhibits attached hereto are integral parts hereof and are made a part of this Agreement by reference. In the event of a conflict between the provisions of this Agreement and those of any Exhibit the provisions of this Agreement shall prevail, and such Exhibit shall be corrected accordingly.

(b) *Survival of Easements and Release.* The Parties acknowledge and agree that adequate consideration exists for the easements and release provided in Sections 1 and 2 above independent of the License provided in Section 3. Any modification, expiration, termination, default or breach of the License shall have no effect on the provisions of Sections 1 and 2, which shall run with and bind Parcel One and the County Parcel in perpetuity.

(c) *Amendments.* This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of the Parties.

(d) *Limited Effect of Waiver.* The failure of either Party to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

(e) *Joint Effort.* Preparation of this Agreement has been a joint effort of the Parties, and the resulting document shall not be construed more severely against one of the Parties than the other.

(f) *Notice.* Any notice, demand, offer or other written instrument (“**Notice**”) required or permitted to be given, made or sent under this Agreement shall be in writing, signed by or on behalf of the party giving such Notice and shall be hand delivered or sent, postage prepaid, by Federal Express or similar overnight delivery, or by registered or certified mail, return receipt requested, addressed as follows:

To DP&L:

Delmarva Power & Light Company  
2530 N. Salisbury Blvd.  
Salisbury, MD 21801

To County:

Chief Administrative Officer  
Worcester County  
1 W. Market St., Room 1103  
Snow Hill, MD 21863

Either party may change its address set forth in this Section by giving notice to the other party. Notice shall be effective upon hand delivery or, if by registered or certified mail or Federal Express or similar overnight delivery, the date of receipt or rejection evidenced on the return receipt.

(g) *Governing Law.* This Agreement has been delivered in, and shall in all respects be governed by, and construed in accordance with, the laws of the State of Maryland applicable to agreements made and to be performed entirely within such State.

(h) *Severability.* If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under applicable law, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

(i) *Relation of the Parties.* The relationship between the Parties shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes.

(j) *Successors and Assigns.* This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of each Party and its respective permitted successors and assigns. Nothing in this Agreement shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

(k) *Counterparts.* This Agreement shall be executed in one or more copies, each of which shall be deemed an original.

*SIGNATURES ON FOLLOWING PAGES*

IN WITNESS WHEREOF, the Parties hereto have set their hands and have executed this Agreement as of the dates set forth below.

WITNESS:

**DELMARVA POWER & LIGHT COMPANY,**  
a corporation of the State of Delaware and the  
Commonwealth of Virginia

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of DELMARVA POWER & LIGHT COMPANY, a corporation of the State of Delaware and the Commonwealth of Virginia, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Agreement, and acknowledged such Agreement to be the act and deed of Delmarva Power & Light Company, and being authorized to do so, in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein and Explanatory Statement set forth above are correct.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

*SIGNATURES CONTINUE ON FOLLOWING PAGE*

WITNESS:

**COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND**  
a body politic and corporate of the State of Maryland

\_\_\_\_\_ By: \_\_\_\_\_ (SEAL)  
Weston Young, Chief Administrative Officer      Anthony W. Bertino, Jr., President

STATE OF MARYLAND, COUNTY OF WOCESTER:

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared *Joseph M. Mitrecic*, the President of COUNTY COMMISSIONERS OF WORCESTER COUNTY, a body politic and corporate of the State of Maryland, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Agreement, and acknowledged such Agreement to be the act and deed of the County Commisisoners of Worcester County, and being authorized to do so, in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein and Explanatory Statement set forth above are correct.

In witness thereof, I hereunto set my hand and official seal.

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

My Commission Expires: \_\_\_\_\_

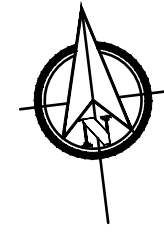
Approved as to form and legal sufficiency:

\_\_\_\_\_  
Roscoe Leslie, Esq., County Attorney

**EXHIBIT 1**

LEGEND:

- EXISTING UNDERGROUND ELECTRIC
- EXISTING OVERHEAD ELECTRIC
- EXISTING STORM DRAIN
- EXISTING SANITARY SEWER
- EXISTING GAS LINE
- EXISTING LIGHT POLE
- PROPOSED FENCE
- PROPOSED UPRIGHT CURB
- PROPOSED OVERHEAD ELECTRIC
- PROPOSED GAS LINE
- PROPOSED COMPACTED GRAVEL
- PROPOSED UNCOMPACTED GRAVEL
- PROPOSED LANDSCAPE AREA
- EXISTING ASPHALT TO REMAIN
- EXISTING TRANSMISSION EASEMENT TO REMAIN
- EXISTING STORM DRAIN EASEMENT TO REMAIN
- EXISTING ACCESS EASEMENT TO REMAIN & HEREBY DEFINED
- PROPOSED ACCESS & PARKING LICENSE



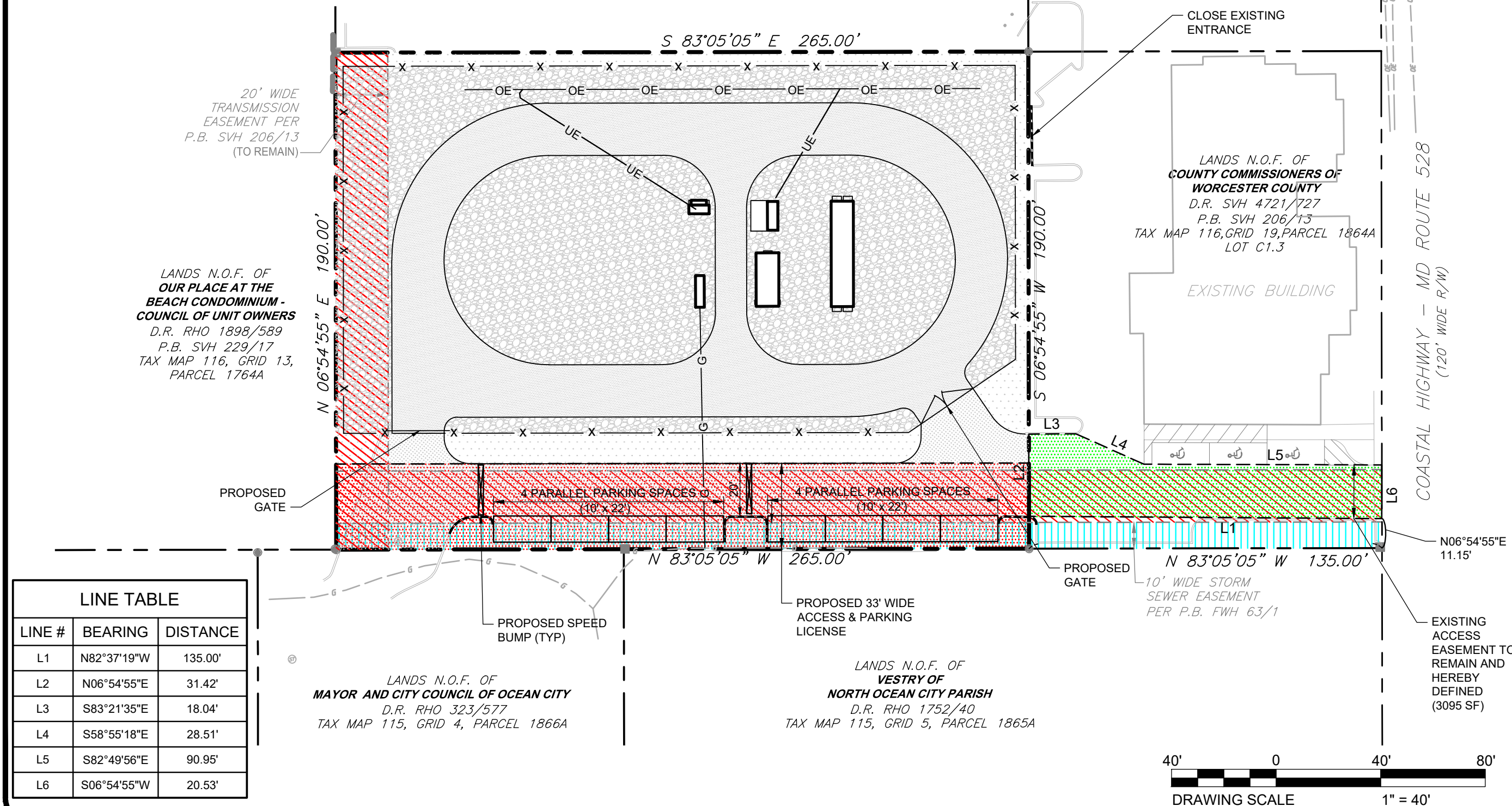
LANDS N.O.F.  
MAYOR AND CITY COUNSEL  
OF OCEAN CITY  
D.R. RHO 1716/132  
P.B. SVH 206/13  
TAX MAP 116, GRID 19,  
PARCEL 1864A  
LOT C1.2

**DUFFIELD ASSOCIATES**  
Soil, Water & the Environment  
5400 LIMESTONE ROAD  
WILMINGTON, DE 19808-1232  
TEL: 302.239.6654  
FAX: 302.239.9465  
OFFICES IN DELAWARE, MARYLAND  
PENNSYLVANIA AND NEW JERSEY  
E-MAIL: DUFFIELD@DUFFINET.COM

DESIGNED BY: SHP  
DRAWN BY: GAZ  
CHECKED BY: SHP  
FILE: EsmtExhibit.dwg

EASEMENT & LICENSE EXHIBIT  
PROPOSED FEATURES  
**DELMARVA POWER & LIGHT CO.**  
BATTERY ENERGY STORAGE SYSTEM  
OCEAN CITY ~ MARYLAND

DATE: 14 FEBRUARY 2023  
SCALE: 1" = 40'  
PROJECT NO. 16552  
SHEET: EXHIBIT #2



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N82°37'19"W	135.00'
L2	N06°54'55"E	31.42'
L3	S83°21'35"E	18.04'
L4	S58°55'18"E	28.51'
L5	S82°49'56"E	90.95'
L6	S06°54'55"W	20.53'





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

## MEMORANDUM

TO: Worcester County Commissioners  
FROM: Nicholas W. Rice, Procurement Officer  
DATE: May 16, 2023  
RE: Pocomoke City Fire Company ARPA Funding Request

---

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

Pocomoke City Volunteer Fire Company – Requesting \$80,000 for the purchase a new utility/command truck. This request includes the vehicle and all upfitting. Their current command truck is a 2008 Chevrolet that has developed mechanical issues and is in need of replacement. Please see the attached justification letter from the President of the Pocomoke City Volunteer Fire Company, Noah King.

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

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



## Pocomoke City Volunteer Fire Company Inc.

1410 Market St. Pocomoke City MD, 21851  
410-957-2310 ~ [www.pocomokefire.com](http://www.pocomokefire.com)

May 8<sup>th</sup>, 2023

Dear Worcester County Commissioners,

The Pocomoke City Volunteer Fire Company would like to explain the necessity for a new utility/command truck. Our current command truck is a 2008 Chevrolet which has developed mechanical issues due to its age and usage. The PCVFC leadership has had discussions on replacing the vehicle with a more multi-purpose vehicle. Our current command vehicle responds on most calls in our first due but has limited capabilities.

The PCVFC leadership decided a Ford F-250 crew cab equipped with an eight-foot bed, would best serve the needs of our department and that of the community. A pick-up allows for fire gear and equipment to be stored in a separate compartment from the member or members riding in the vehicle which limits exposures to carcinogens. In recent years, studies have shown SUV's with toxic fire gear inside have led to cancer. There is a large push in the fire service community to switch from SUV's to pickup trucks for this very reason.

The PCVFC this year acquired a rescue boat through the federal government's surplus program. This rescue boat allows us respond to emergencies on the Pocomoke River and in the Pocomoke Sound as well as mutual aid to other waterways. The rescue boat will also allow EMS providers to access patients quicker to provide lifesaving medical care to them in the event of a medical emergency only accessible by boat. The ability to transport EMS personnel to these emergencies in a safe and timely manner is critical.

Currently the only vehicle in our apparatus fleet that can safely launch the boat is a 1996 Ford F-250 single cab, not equipped with a trailer brake controller. The truck can only safely carry three members with water emergencies requiring more than that. The new Ford F-250 crew cab would allow up to six members to respond in one vehicle which is enough to handle water emergencies. The new Ford F-250 will also be equipped with a trailer brake controller which is an added safety feature when transporting the boat to the water.

Assistant Chief Allen Miller Jr met with EMS Chief Thomas (Ryan) McCreedy of Pocomoke City Emergency Medical Services to discuss the ARPA funding and how both departments could work together to better service the citizens of our first due response area. One of the shared concerns was that neither department has a vehicle capable of transporting patients out of areas where an ambulance or fire engine cannot go.

Both departments agree the Ford F-250 would be able to reach those patients and safely remove them from the location and the environment because of the cap on the bed. The length



## ITEM 19

of the bed also allows for back-boarded patients to be removed keeping spinal protection. The PCVFC and PCEMS agree that the Ford F-250 designed by the PCVFC would service both departments well and help mitigate emergencies in a safer and timelier manner than they can now.

Sincerely



Noah King

President PCVFC

443-614-7339

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

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

Corporate Name: Pocumtuck City Vol. Fire Co. Fed Tax ID #: 521609667

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

Amount Requested from ARPA Funds: \$ 80,000

If project / item amount is greater than ARPA funds request—state below amounts and where remaining funds are being obtained—(i.e. budget, savings, loans, grants, etc.)

Quotes have lapsed, PCUFC will pay any average with funds from yearly operating budget

Brief Description of Item and Quantity to be purchased

Attach any brochures, detailed item specifications, etc.

1- Ford F-250 (Pittsville Ford/Already spec'd), 1- Century Bed cap, 1- cargo slide, 1- light package (Blue tech has quote); 1- lettering package (have quote but would prefer WCSO contractor on county bid)

Vendor Names and Quotes Received (if total exceeds \$25,000)

Attach vendor quotes

If vendor quote is "piggybacking" off another already bid process (i.e. another town, state, fire company contract, etc. or part of a purchasing cooperative such as Sourcewell, H-GAC that should be indicated on their quote.)

VENDOR NAME	QUOTE AMOUNT
Pittsville Ford	MSRP - \$57,375.00
Truck'n America (cap + slide)	\$5,754.00
Blue tech	\$12,000.00 (estimate)

Expected Order Date: 1/25/2023

Expected Delivery Date: 6/1/2023 (approximately)

Specification Bid Item Contact Person Name: AJ Miller Phone: 410-430-8267

Financial/Bid Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Chief / EMS Captain Signature: Alan Miller Jr (Asst. Chief) Date: 4/17/2023

President Signature: Noah D. King Date: 4/17/2023

Approved for Purchase by County Purchasing Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Vendor Approved Name: \_\_\_\_\_ Amount: \_\_\_\_\_

County Issued Check by Budget Officer—Signature: \_\_\_\_\_ Date: \_\_\_\_\_

County Check #: \_\_\_\_\_

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

# ITEM 19



Preview Order J004 - W2B 4x4 Crew Cab SRW: Order Summary Time of Preview: 01/25/2023 14:04:05 Receipt: 10/28/2022

Dealership Name: Pittsville Motors, Inc.

Sales Code : F27560

Dealer Rep. Justin Jones	Type Retail	Vehicle Line Superduty	Order Code J004
Customer Name P Fire Company	Priority Code 01	Model Year 2023	Price Level 320

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X4 CREW CAB PICKUP/176	\$50770	PLATFORM RUNNING BOARDS	\$445
176 INCH WHEELBASE	\$0	10000# GVWR PACKAGE	\$0
OXFORD WHITE	\$0	ENGINE BLOCK HEATER	\$100
VINYL 40/20/40 SEATS	\$0	50 STATE EMISSIONS	\$0
MEDIUM DARK SLATE	\$0	PRO POWER ONBOARD - 2KW	\$985
PREFERRED EQUIPMENT PKG.600A	\$0	TOW TECHNOLOGY PACKAGE	\$925
.XL TRIM	\$0	JACK	\$0
.AIR CONDITIONING -- CFC FREE	\$0	UPFITTER SWITCHES	\$165
.AM/FM STEREO MP3/CLK	\$0	DUAL BATTERY	\$210
.6.8L DEVCT NA PFI V8 ENGINE	\$0	360-DEGREE CAMERA PACKAGE	\$1150
10-SPEED AUTO TORQSHIFT-G	\$0	.BLIS (BLIND SPOT INFO SYSTEM)	\$0
.LT245/75R17E BSW ALL-SEASON	\$0	.REVERSE SENSING SYSTEM	\$0
3.73 RATIO REGULAR AXLE	\$0	XL DRIVER ASSIST PACKAGE	\$730
JOB #1 ORDER	\$0	FUEL CHARGE	\$0
CV LOT MANAGEMENT	\$0	PRICED DORA	\$0
FRONT LICENSE PLATE BRACKET	\$0	DESTINATION & DELIVERY	\$1895
TOTAL BASE AND OPTIONS			MSRP \$57375
DISCOUNTS			NA
TOTAL			\$57375

Customer Name:  
Customer Address:

Customer Email:

\$ 73,198

Customer Phone:

\$ 80,000

Customer Signature

Date

*This is not an invoice.*

# Truck'n America

ITEM 19

Window Tint & More

SOLD TO:

phone hm 910-430-8260		phone wk	
first A.J.		last	
company name Pocomoke fire dept		email	
address			
city		state	zip code
yr	truck	model	color
			color code

Please remit to:  
P.O. Box 226  
Berlin, MD 21811

sale date 11-2-22	del. date
sales rep EJW	stock #
pmt type	check/po

TINT:  
TRUCK:  
SIZE/CAB  
PAYABLE TO:

Type Auto / Flat	MFR	Stock #
Yr Truck 2003 Ford	Model F250	Color White
Color Code		
lb	sb	ss
	ec	reg
		crew
98		

**Flat Glass Terms**  
50% Deposit  
50% Balance  
Due at Delivery

qty	serial/part number	description	unit price	ext. price
1	Century	Ultra CF Commercial Cap		2826. <sup>00</sup>
		Solid front glass picture window	Stel.	
		neck tint Rear Door w double handle	Stel.	
		interior headliner	Std	
		interior 26" LED light bar	Std	
		third brake light	Std	
		parallel side access door w/ drop T handle		369.X2
	pos. B	interior shelves in side door		223.X2
		discount	less .01	4010.00 - 160.00
1	CG1100-9148	CGL Cargo Chk column.		3850.00
				1734.00

Need By Date: ___ / ___ / ___		SUB TOTAL	5584.00
		TAX	200.00
		LABOR	190.00
		TOTAL	5774.00
		DEPOSIT	.
		TOTAL	.

2 hr

stock order quote delivered deposit accts. rec. payment  
Sales Type

Received By \_\_\_\_\_ Date \_\_\_\_\_

Returns and cancellations subject to restocking fees. No returns after 15 days.

PHONE: 410.213.2952  
FAX: 410.629.1044  
EMAIL: BobH@TrucknAmerica.com