

**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>

**April 2, 2024**

- |  |             |
|--|-------------|
|  | 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 Seasonal Roads Workers, Plant Operator Trainee, and Correctional Officer, request to transfer to Office Assistant, and certain other personnel matters, receiving legal advice, and performing administrative functions)   |             |
| 10:00 - Call to Order, Prayer, Pledge of Allegiance  |             |
| 10:01 - Report on Closed Session; Review and Approval of Minutes from March 19, 2024   |             |
| 10:02 - Proclamations (2)  | <b>1</b>    |
| 10:05 - Consent Agenda<br>(Findings of Fact Pocomoke Solar, Jail Generator Engine Rebuild, Request to Bid South Point Boat Ramp Paving, Request to Award Riddle Farm Bypass Design, Tipping Fee Waiver, Request to Add Temporary School Crossing Guard)  | <b>2-7</b>  |
| 10:06 - Chief Administrative Officer: Administrative Matters<br>(BOE SHMS/CCSS Roof, OCDC Update, Elections Administrative Leave Request, Request to Award Riddle Farm Construction Administration and Inspection Services, Request to Bid Riddle Farm Wastewater Treatment Plant Upgrades, Private Road Stevens Farm Lane, Private Road in South Point, Rural Legacy FY22 Agreement of Sale, Radio System Upgrade Path, Board Appointments) | <b>8-17</b> |
| 12:00 PM - Questions from the Press; County Commissioner's Remarks   |             |
| <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>
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**Minutes of the County Commissioners of Worcester County, Maryland**

March 19, 2024

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

Following a motion by Commissioner Elder, seconded by Commissioner Bunting, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners’ Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Candace Savage, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Human Resources Director Stacey Norton and Deputy Director Pat Walls, Finance Officer Phil Thompson, and Public Works Director Dallas Baker. Topics discussed and actions taken included the following: a personnel update, hiring Ryan Walter as a plant operator trainee within the Water and Wastewater; promoting Nicholas Tolbert from part-time program monitor to full-time recreation program manager II within Recreation and parks, and promoting Fire Marshal Matt Owens, who will now oversee both the Fire Marshal’s Office and serve as the director of Emergency Services; and certain other personnel matters; negotiating strategy for a contract; receiving legal advice from counsel; and performing administrative functions, including discussing potential board appointments.

Following a motion by Commissioner Abbott, seconded by Commissioner Fiori, the commissioners unanimously voted to adjourn their closed session at 10:02 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 Father John Solomon of St. Mary’s Star of the Sea of Ocean City and pledge of allegiance, announced the topics discussed during the morning closed session.

The commissioners reviewed and approved the open and closed session minutes of their March 5, 2024 meeting as presented.

The commissioners presented a proclamation to Commission on Aging Director John Dorrough recognizing this month as March for Meals Month and urged citizens to support the Worcester County Meals on Wheels program to combat senior hunger and isolation.

The commissioners presented a years-of-service commendation to Human Resources Risk Manager Eddie Carman who is retiring following 26 years of service.

**DRAFT**

Upon a motion by Commissioner Abbott, the commissioners unanimously approved by consent agenda item numbers 2-6 as follows: bid specifications for a new concrete pad at the Pocomoke Transfer Station; request for proposals for the Needs Assessment for Children, Youth, and Families program through the Local Behavioral Health Authority; out-of-state travel for one staff member in Emergency Services to attend Hazmat Technician Training April 7-13, 2024; a Gametime (Cunningham Recreation) contract of \$233,620.35 for the purchase and installation of playground equipment at the Northern Worcester Athletic Complex; and transferring a 2012 Chevrolet Tahoe 4x4 from the State's Attorney's Office to the Public Works Solid Waste Division.

Pursuant to the request of Deputy Chief Administrative Officer Candace Savage and upon a motion by Commissioner Mitrecic, the commissioners unanimously agreed to send a letter of support for an application from the Board of Education to the Accountability & Implementation Board (AIB) for a Phase II Technical Assistance Grant. Any funds awarded will be used for strategic budgeting technical assistance through an AIB strategic partner to develop project planning, including a multi-year strategic budget to allocate new resources and reallocate existing resources to ensure that students and schools receive the resources they need to be successful in implementing the Blueprint for Maryland in Worcester County Public Schools.

The commissioners met with Human Resources Officer Stacey Norton to review and discuss FY25 benefits recommendations. Ms. Norton stated that F25 CareFirst medical and pharmacy renewal for active employees and retirees under 65 includes an increase of 12.65% or \$3,887,750. This plan includes 605 County and 1,107 Board of Education (BOE) active employees and retirees under age 65 and 18 Commission on Aging employees.

In response to questions by Commissioner Bertino, Ms. Savage advised that the \$1.8 million increase in benefit costs for BOE employees will be reduced to just \$800,000 after the 50% buy-down by the commissioners. She confirmed that none of these costs are reflected in the requested FY25 BOE budget.

Following some discussion and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved the following five FY25 benefits recommendations: CareFirst Dental – no plan changes and a 6.7% increase or \$91,844 (fully funded by employees); VSP Vision – increasing the contact allowance to \$150 to be the same as the \$150 frame allowance and an increase of 2.7% or \$8,534 (fully funded by employees); Guardian Life and Disability – no plan or rate changes; CareFirst Medical and CVS Caremark Pharmacy – no change for active members and retirees under age 65, switch to Blue Choice Advantage with PPO Overlay network, and add an insulin contract change for a cost of \$12,881; and utilize \$1,325,240 from the Rate Stabilization Reserve Fund to buy down the medical and pharmacy rate increase for FY25. This will take the premium rate increase down to 4.3% or an increase of \$1,311,638.

Chief Administrative Officer Weston Young presented an overview of Other Post-Employment Benefits (OPEB), which are the benefits other than pension that retired County and BOE employees receive, to provide clarity regarding the trust and liability. He reviewed the County and Board of Education (BOE) OPEB liabilities, which directly impact the County's

credit rating, borrowing power, and interest rates for capital projects, like school construction which accounts for the majority of the County’s outstanding debt. He then reviewed the fully funded \$74.9 million County net OPEB liability/(asset), which reflects a net credit of (\$15.6 million), and the \$174.95 million BOE net liability/(asset), which reflects a net liability of \$139.6 million. He stated that in FY23 the BOE contributed \$3.1 million, and the County contributed \$8.9 million to cover the annual cost and to grow the investment. He stated that the goal of the OPEB trust is to be funded so that the dividends and interest can pay for existing retirees. Mr. Young then provided clarification regarding confusing comments made at the February 20 meeting of the BOE regarding the County’s reserve fund, which he advised are for black swan events, like recovery from a category five hurricane, and cannot be touched, versus the OPEB trust that is for retiree benefits and can be touched, though only for use with those intended benefits. He clarified that when fully funded these accounts will pay for the annual cost of retiree benefits. Mr. Young explained that the BOE does not currently budget enough to pay the annual retiree benefits costs for their existing retirees (approximately \$2.8 million annually of the actual \$.5 million annual OPEB costs), so the County picks up the slack. However, once the trust is fully funded, it should generate enough money to cover those annual costs. He stated that if the County stopped contributing funding retiree benefits costs for the BOE – which he was not suggesting – the BOE would need to include an additional \$1.8 million in the current budget to cover those costs, and the County would end up paying higher interest rates when borrowing money for capital projects. He argued that the BOE retirees are entitled to those benefits, and the County should continue to not only cover the gap, but also continue to invest in the trust.

With regard to the OPEB liability, he stated that both the County and BOE liabilities impact the County only, so it does not matter which is fully funded first.

BOE Superintendent Lou Taylor, Chief Financial Officer Vince Tolbert, and Facilities Planner Joe Price met with the commissioners to request County funding of \$2,034,462 million for the Snow Hill Middle School (SHMS)/Cedar Chapel Special School (CCSS) roof replacement project. Mr. Young advised that the project was competitively bid, value engineered, and came in at \$3,698,924, which is less than the funds budgeted for the project. Mr. Taylor reviewed the Garland/DBS turnkey project, which reflects a savings of approximately \$1.2 million due to value engineering, and advised that the State is providing \$1,849,462 toward the project.

In response to questions by Commissioner Mitrecic, Mr. Price confirmed that they saved demolition costs of \$2,045,475 by value engineering to install the new roof over the old roofing. He stated that if they move forward with demolishing and replacing the roof, the State will increase project funding by roughly \$200,000. Commissioner Mitrecic stated that he supports the roof replacement project, but could not support the proposed value engineering, with the pro-rated, 30-year warranty, as it reduced the life of the roof. Following further discussion, the commissioners agreed that the roof needs to be demolished and replaced. Mr. Young advised that the County would need to identify funding to cover the increased project costs.

Following further discussion, Mr. Taylor agreed to present revised plans to the BOE for the SHMS roof replacement plans that include demolishing the old roof, and the commissioners agreed to revisit this discussion at their April 2, 2024 meeting.





Pursuant to the request of Public Works Director Dallas Baker and upon a motion by Commissioner Mitrecic, the commissioners unanimously authorized staff to implement a trial Tare Weight Pilot Program at the Central Landfill.

Pursuant to the request of Mr. Baker and upon a motion by Commissioner Bunting, the commissioners unanimously approved the Mosquito Control budget for the 2024 season, to include an estimated County cost of \$83,940 and State cost of \$91,257.76.

Pursuant to the recommendation of Procurement Officer Nick Rice and upon a motion by Commissioner Mitrecic, the commissioners unanimously awarded the best bid for the Mystic Harbour Wastewater Treatment Plant (WWTP) to Reliable Environmental Services, LLC at a cost of \$62,750 for backwash pond cleaning for the Water and Wastewater Division of Public Works.

Pursuant to the request of Mr. Baker and Mr. Rice and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved the lease of a horizontal grinder at a finance price of \$899,950 from Carter machinery Company for use within the Solid Waste Division of Public Works.

The commissioners met with Development Review and Permitting Director Jennifer Keener to review an application from the Pocomoke City Community Energy Initiative, LLC for a utility-scale solar energy system (5 MW AC) under the Community Solar Pilot Program. The property is located on U.S. Rt. 13 and identified on Tax Map 100, Parcels 79 and 80, and is zoned C-2 General Commercial District and A-1 Agricultural District. Ms. Keener advised that the project is consistent with the current zoning ordinance. However, she noted that the developer must either obtain local zoning approvals or perform a pre-application consultation with the local jurisdiction 90 days prior to filing the application. Commissioner Fiori requested assurance that a sound bond is in place to guarantee the proper decommissioning of the solar panels and equipment once it reaches the end of its useful life.

Following some discussion and upon a motion by Commissioner Mitrecic, the commissioners voted 6-1, with Commissioner Elder voting in opposition, to authorize Commissioner Bertino to sign a letter supporting the project and addressing any County concerns.

Pursuant to the request of Environmental Programs Director Bob Mitchell and upon a motion by Commissioner Mitrecic, the commissioners unanimously authorized Commissioner Bertino to sign an updated Memorandum of Understanding between the County and the Maryland Department of Natural Resources for the Conservation Reserve Enhancement Program (CREP).

Pursuant to the recommendation of Mr. Mitchell and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved a modified request from Diakonia Vice Chairman Mike Diffendal for four sewer EDUs to Diakonia that are needed for the facility to construct a thrift store, food pantry, and corporate offices. This revised request does not include EDUs for housing units, though in his letter, Mr. Diffendal expressed his hope that the County

**DRAFT**

and Town of Ocean City will have an agreement in place that would allow Diakonia to obtain the additional EDUs needed for that project.

The commissioners discussed a memo from Information Technology Director Brian Jones advising that the County has been awarded a \$1 million Difficult to Serve Properties Grant from the Office of Statewide Broadband. In his memo, Mr. Jones proposed a 50/50 State and County match utilizing Assigned Funds allocated for internet projects. Upon a motion by Commissioner Bunting, the commissioners unanimously agreed to allocate \$1 million as a County match. Mr. Young advised that staff would develop a proposal for their review.

Pursuant to the request of Mr. Rice and upon a motion by Commissioner Abbott, the commissioners unanimously awarded the best bid for the administration of the County's 457(b) plan to Empower and to hire the Hilb Group to provide ongoing advisory services as the Plan's 3(38) investment manager.

Upon a motion by Commissioner Abbott, the commissioners agreed to schedule the budget review session for the FY25 Enterprise Fund Operating Budgets for April 9, 2024, with the public hearings on each enterprise fund budget to take place June 4.

The commissioners met with Budget Officer Kim Reynolds to review the requested FY25 Operating Budget, which includes estimated revenues of \$260,076,878 and requested expenditures of \$270,193,052. Ms. Reynolds explained that leaves a shortfall of \$10,116,174, which must be reconciled either with reductions in expenditures, additional revenues, or a combination of the two. She then advised that the commissioners would conduct budget work sessions on April 9 and 16, followed by the public hearing at the Worcester County Government Center on May 7 at 6:00 p.m., and additional budget work sessions on May 14 and 21.

In response to questions by Commissioner Bunting regarding a \$150,000 matching grant from the Donnie Williams Foundation to the BOE for summer school, Mr. Young advised that the County has sought clarification from the Maryland State Department of Education to determine if the County match of \$207,499 would be considered a one-time grant or be added to the annual Maintenance of Effort calculation. He advised that the State is expected to notify the County of its decision later this week. He also advised that the requested FY25 BOE budget already includes funding for summer school programs; however, the various accounts used to fund summer school seem to be underfunded based on historical trends from FY21, FY22, and FY23.

Pursuant to a request by Mr. Young and upon a motion by Commissioner Purnell, the commissioners unanimously approved the advertisement for the FY25 Notice of Public Hearing on the Requested Operating Budget.

The commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Bunting, the commissioners unanimously agreed to reappoint Vicky Omara to the Library Board.

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In response to concerns raised by Commissioner Mitrecic, the commissioners unanimously agreed to provide written and oral testimony opposing the US Wind application to construct a 625' long by 32' wide concrete pier in West Ocean City. The public hearing will take place on Monday, March 25, at Wor-Wic Community College in Salisbury.

Commissioner Elder recognized the outstanding customer service Recreation and Parks staff recently provided to his granddaughter.

The commissioners answered questions from the press, after which they adjourned to meet again on April 2, 2024.

TEL: 410-632-1194  
FAX: 410-632-3131  
WEB: www.co.worcester.md.us



OFFICE OF THE  
COUNTY COMMISSIONERS

# Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND  
21863-1195

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

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

## PROCLAMATION

WHEREAS, the commissioners stand with Worcester County Health Department (WCHD) professionals to champion the role of the public health system during National Public Health Week 2024. Together we can make our communities healthier, stronger, and safer; and

WHEREAS, in recognition of Public Health Week, the WCHD will host the Debbie Goeller Excellence in Public Health Award and the Tortoise and Hair Dare 5K walk/run at Pocomoke State Park-Shad Landing on April 13.

NOW, THEREFORE, we, the County Commissioners of Worcester County, Maryland, do hereby proclaim the week of April 1 - 7, 2024 as **Public Health Week** and commend public health workers, students, and volunteers for striving to meet the health needs of area residents.

Executed under the Seal of the County of Worcester, State of Maryland, this 2nd day of April, in the Year of Our Lord Two Thousand Twenty-four.

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

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Madison J. Bunting, Jr., Vice President

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Caryn Abbott

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Theodore J. Elder

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Eric Fiori

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Joseph Mitrecic

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ERIC J. FIORI  
JOSEPH M. MITRECIC  
DIANA PURNELL

## PROCLAMATION

**WHEREAS**, Worcester County Libraries, trusted institutions that strive to ensure equitable access to information and services for all, offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life’s journey; and

**WHEREAS**, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals. They also play a pivotal role in economic development by providing resources and support for job seekers, entrepreneurs, and small businesses, thus contributing to local prosperity and growth.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby proclaim April 7-13, 2024 as **National Library Week**, and encourage all residents to visit their Berlin, Ocean City, Ocean Pines, Pocomoke, and Snow Hill branch libraries and celebrate the adventures and opportunities they unlock. Ready, Set, Library!

Executed under the Seal of the County of Worcester, State of Maryland, this 2<sup>nd</sup> day of April, in the Year of Our Lord Two Thousand and Twenty-Four.

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Anthony W. Bertino, Jr., President

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Madison J. Bunting, Jr., Vice President

\_\_\_\_\_  
Caryn G. Abbott

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Eric J. Fiori

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Theodore J. Elder

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Joseph M. Mitrecic

\_\_\_\_\_  
Diana Purnell





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: Weston S. Young, Chief Administrative Officer  
From: Jennifer K. Keener, AICP, Director  
Date: March 21, 2024  
Re: County Commissioners’ Report – Consultation with Pocomoke City Community Energy Initiative, LLC

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Attached please find a draft letter addressing the County Commissioners’ vote relative to the above referenced utility scale solar project based upon the pre-application consultation held on March 19, 2024.

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





DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

## Worcester County

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TEL: 410.632.1200 / FAX: 410.632.3008

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ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

April \_\_, 2024

ECA Solar  
c/o Michael Redding, P.E.  
20 Trafalgar Square, Suite 428  
Nashua, New Hampshire 03063

Re: Utility-Scale Solar consultation request - Pocomoke City Community Energy Initiative, LLC  
Tax Map 100, Parcels 79 and 80, US Route 13 (Ocean Highway), Pocomoke City

Dear Mr. Redding:

During the pre-application consultation on Tuesday, March 19, 2024, the Worcester County Commissioners made the following findings relative to the local considerations provided for under COMAR 20.79.01.05:

**1. A statement or finding whether the proposed project is consistent with the current comprehensive plan.**

The Worcester County Commissioners have concurred with the staff's findings relative to the 2006 Worcester County Comprehensive Plan ("Plan"), acknowledging that it does not specifically address solar energy systems. However, throughout the Plan, the importance of agriculture as the bedrock to our way of life is highlighted. The project will not impact the existing forested areas but will occupy land currently under agricultural production. Those lands are identified as having areas of prime farmland and farmland of statewide importance that will be taken out of agricultural production in the draft Environmental Review Document ("ERD", page 24). The applicants had previously communicated to staff that they located the project in a manner that will allow the remaining contiguous farmland to continue in production.

In Chapter Six, Public Infrastructure includes objectives on pages 73 and 74 as follows:

1. Work with the private sector to ensure a dependable and adequate supply of electric power and propane.
5. Encourage alternative sources of power.

The 2006 Land Use Map illustrates the subject parcels as in the Agricultural and Commercial categories. The Plan states that Pocomoke City has experienced highway commercial growth,

which is consistent with Pocomoke City's 2014 Comprehensive Plan. It identifies the westerly commercial portion of the parcels that front along US Route 13 as a potential annexation area. Pocomoke City actively promotes and supports the economic vitality of the region and supporting appropriate development along the US Rout 13 corridor.

Overall, the Worcester County Commissioners concurred with the staff's findings that this project as presented is generally consistent with the 2006 Comprehensive Plan.

## **2. A statement or finding whether the proposed project is consistent with the current zoning ordinance.**

The Worcester County Commissioners have concurred with the staff's findings relative to the zoning ordinance. Following the Land Use Designations in the Comprehensive Plan, the zoning for the parcels is C-2 General Commercial District along the westerly frontage of US Route 13 and A-1 Agricultural District to the east (rear) of the parcels. A small amount of RP Resource Protection District can be found in the forested area along the southerly border of Parcel 79.

Under § ZS 1-344, Alternative energy facilities, both the C-2 and A-1 Districts allow utility-scale solar projects by right, subject to a two-step site plan review and approval process. The placement of the project will allow room for additional development along the front of the parcel consistent with C-2 District uses.

The applicants are proposing to plant a landscape buffer along the westerly and southerly boundary of the enclosure. Under § ZS 1-322, Landscaping, buffering and screening requirements, the county will require an installation and maintenance agreement to be recorded, and a landscape bond to be held for two years from the date of the Certificate of Use and Occupancy to guarantee the planting material's continued viability.

Page 20 of the draft ERD, Section 6a, paragraph 2, references the applicable COMAR noise level provisions. These standards are generally consistent with § ZS 1-346, Noise level limits in the Worcester County Zoning Code. The daytime and nighttime noise levels for the commercial zoning district are consistent with COMAR, have the same designated hours, and are measured from the property lines. There are no noise level limits in the Agricultural zoning district.

Overall, the Worcester County Commissioners concurred with the staff's findings that this project is consistent with the current zoning ordinance.

## **3. Suggestions for improving or modifying the application prior to submission of the application with the Commission.**

During the consultation, the Worcester County Commissioners made the following suggestions:

- While acknowledging that compliance with the Forest Conservation Law after July 1, 2024, was not required, the Commissioners were supportive of the fact that the applicant agreed to comply per verbal verification at the meeting and as written in the Environmental Review Document.

## ITEM 2

- The Commissioners want to ensure that the proposed landscape buffer along the westerly and southerly boundary of the enclosure remains a requirement of the project to screen the development from view of the public road.
- The Commissioners requested that any decommissioning bond also include Worcester County as a receiver.

Should you have any questions or require additional information, please do not hesitate to contact me at (410) 632-1200, extension 1123 or via email at [jkkeener@co.worcester.md.us](mailto:jkkeener@co.worcester.md.us).

Sincerely,

Jennifer K. Keener, AICP  
Director



TIMOTHY MULLIGAN  
WARDEN

**Worcester County  
Jail**

SHYTINA M. DRUMMOND  
ASSISTANT WARDEN

P.O. BOX 189  
SNOW HILL, MARYLAND  
21863

TEL: 410-632-1300  
FAX: 410-632-3002

**MEMORANDUM**

**TO: Worcester County Commissioners**  
**FROM: Timothy Mulligan**  
**Date: March 25, 2024**  
**RE: Generator Engine Rebuild**

I am submitting a request to have the engine rebuilt on our disabled backup generator. This generator supplies power to the new side of the jail in the event of a power failure. This generator also energizes the fire pumps for the sprinkler system. The current engine is a 275kw Kohler that has extensive internal damage. The existing engine cylinder block and head assembly needs a full rebuild. The scope of the work includes refurbishing/cleaning of head assembly, rebuild of block including replacement of all pistons, liners, connecting rods, injectors, oil cooler, EGR cooler, water pump, and all associated seals/gaskets, the reassembly of the engine, and the install on genset. A resistive load bank test will also be conducted to ensure proper system operation. The total cost of this project quoted by Fidelity Power Systems is \$39,062.05, and the lead time for parts is 2 to 3 weeks. If this request is granted, the funding would come from the assigned funds "Building Repair and Improvement." Various other companies have been contacted for quotes and no offers have been received for a rebuild. We have received several quotes for brand new generator, with the cheapest being \$84,950.00 and a lead time of 32 to 35 weeks. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Mulligan", written over a horizontal line.

Timothy Mulligan

3595 Mayland Court  
Henrico, VA 23233



3/8/2024

**WORCESTER CO DETENTION CENTER**  
5022 JOYNER ROAD  
SNOW HILL MD  
CONTACT: RANDY ISAACS

Quotation: 240305C

**Generator Information**

**Make** KOHLER  
**Model** 275REOZJD  
**Serial** 2207413

We are pleased to provide this quotation for the generator listed above that will entail the following:

GENSET ENGINE HAS SUSTAINED EXTENSIVE INTERNAL DAMAGE. QUOTE TO PERFORM FULL REBUILD OF EXISTING ENGINE CYLINDER BLOCK AND HEAD ASSEMBLY. SCOPE OF WORK INCLUDES REFURBISHING/CLEANING OF HEAD ASSEMBLY, REBUILD, OF BLOCK INCLUDING REPLACEMENT OF ALL PISTONS, LINERS, CONNECTING RODS, INJECTORS, OIL COOLER, EGR COOLER, WATER PUMP, AND ALL ASSOCIATED SEALS/GASKETS. REASSEMBLE ENGINE AND INSTALL ON GENSET. POLISH GENSET FUEL TANK AND FUEL DUE TO CONDITION. PERFORM RESISTIVE LOAD BANK TEST TO ENSURE PROPER SYSTEM OPERATION.

➤ Labor	\$11,040.00 (\$115/HRx6DAYSx2TECH)
➤ Parts/Supplies	\$24,107.05
➤ Head Refurbishing	\$2,050.00
➤ Fuel Polish	\$1,470.00
Shipping	\$395.00

**TOTAL: \$ 39,062.05**

PH (804) 749-8600  
Fax (804) 749-8622  
[rchesher@fidelity-ps.com](mailto:rchesher@fidelity-ps.com)

**KOHLER**.POWER SYSTEMS



3595 Mayland Court  
Henrico, VA 23233



To authorize the repairs please sign and return this quotation. When we have received your authorization, we will schedule the work as soon as possible. If you have any questions or need any additional information about these repairs, please let me know.

**Pricing Policy:** This quotation is valid for 30 days and includes only service(s) referenced above. Any work performed outside of this quotation will be subject to additional cost. Taxes for this job, if applicable, will be added at time of invoicing.

Thank you for your business,

**Ron Chesher**  
Fidelity Power Systems

Sign below to authorize
_____
Signature
_____
Printed name
_____
Date

Quote # 240305C

To: RANDY ISAACS

PH (804) 749-8600  
Fax (804) 749-8622  
[rchesher@fidelity-ps.com](mailto:rchesher@fidelity-ps.com)







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: April 2, 2024  
RE: Request to Bid – South Point Boat Ramp Paving

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Attached for your review and approval are bid documents pertaining to the paving of the South Point Boat Ramp parking lot. Paving is needed due to the disturbance from the bulkhead work that was recently completed. A 20-foot perimeter around the entire lot was cut for the installation of the tieback system. In addition, the overall condition of the asphalt is in poor condition and needs to be overlaid. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit bids for these services.

The funding for this project will be contingent upon the total cost of the work. Our intention is to utilize all available Waterway Improvement Funds, which are 100 percent reimbursable.

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

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



**INVITATION FOR BID**

**PROJECT:** South Point Boat Ramp Paving

**DEPARTMENT:** Recreation and Parks

**VENDOR:**

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

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

**BID OPENING:**

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

**TIME:** \_\_\_\_\_

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## SECTION I: INTRODUCTION

### A. PURPOSE

1. The purpose of this Invitation for Bid Document is for Worcester County (“County”) to contract for paving services at the South Point Boat Ramp in conformity with the requirements contained herein (“Bid Document(s”).

### B. CLARIFICATION OF TERMS

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

### C. QUESTIONS AND INQUIRES

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

### D. FILLING OUT BID DOCUMENTS

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

### E. SUBMISSION OF BID DOCUMENTS

1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a sealed envelope. The envelope will be addressed to the

Worcester County Commissioners and will be identified with the project name: **SOUTH POINT BOAT RAMP PAVING** and the Vendor's name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED BID DOCUMENTS ENCLOSED" on the face thereof.

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

## F. OPENING OF BIDS

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

## G. ACCEPTANCE OR REJECTION OF BIDS

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

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

**H. QUALIFICATIONS**

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

**I. DESCRIPTIVE LITERATURE**

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

**J. NOTICE TO VENDORS**

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



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

**K. PIGGYBACKING**

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

**END OF SECTION**

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

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

**B. PUBLIC INFORMATION ACT (PIA)**

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

**C. CONTRACT AWARD**

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

**D. AUDIT**

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

**E. NONPERFORMANCE**

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

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

**F. MODIFICATION OR WITHDRAWAL OF BID**

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

**G. DEFAULT**

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

**H. COLLUSION/FINANCIAL BENEFIT**

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

**I. TAX EXEMPTION**

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

**J. CONTRACT CHANGES**

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

## **K. ADDENDUM**

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

## **L. EXCEPTIONS/ SUBSTITUTIONS**

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

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

## **M. APPROVED EQUALS**

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

## **N. DELIVERY**

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

## **O. INSURANCE**

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

## **P. BID EVALUATION**

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

**END OF SECTION**

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

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

**B. MATERIALS, SERVICES AND FACILITIES**

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

**C. INSPECTION AND TESTING**

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



## **D. APPROVAL OF SUBSTITUTION OF MATERIALS**

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

## **E. PROTECTION OF WORK, PROPERTY AND PERSONS**

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

## **F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS**

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

## **G. LICENSES AND PERMITS**

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

## **H. SUPERVISION**

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

## **I. CLEAN UP**

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

## **J. CHANGES IN WORK**

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

## **K. TIME FOR COMPLETION**

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

## **L. LIQUIDATED DAMAGES**

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

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

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

**M. CORRECTION OF WORK**

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

**N. CONSTRUCTION SAFETY AND HEALTH STANDARDS**

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

**O. BID BOND**

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

**P. PERFORMANCE AND PAYMENT BONDS**

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

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

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

**Q. GUARANTEE**

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

**END OF SECTION**

## SECTION IV: BID SPECIFICATIONS

### A. SCOPE

1. The County is seeking bids from qualified Vendors to pave the parking lot at the South Point Boat Ramp, located at 5820 South Point Rd Berlin, MD 21811 in accordance with the terms and conditions and specifications set forth in this solicitation.

### B. CONTRACT PRICING

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

### C. SUMMARY

1. All paving will be done in accordance with the requirements and covenants of the Maryland State Highway Administration's Specifications of March 1968 and all subsequent addenda thereto, the plans of the proposed improvements and the special provisions contained herein.
2. The contractor will provide, erect and maintain all necessary barricades, danger signals and signs and take all necessary precautions for the protection of the work and safety of the public.

### D. ASPHALT OVERLAY

1. Clean surface prior to paving.
2. Machine lay and roll 1.5 inches of 9.5MM hot mix asphalt surface.
3. The overlay area is approximately 24,343 square feet.
4. Mill the existing asphalt in front of concrete tie-ins and asphalt roadways for smooth transition.
5. Tack areas with DOT approved primer tack.
6. Supply and install ring risers at all water access points.
7. Remove any related debris from site.

### E. ASPHALT PATCHING-FULL DEPTH

1. Sawcut where required, approximately 8,400 square feet and clean areas to be patched.
2. Tack areas with DOT approved primer tack if necessary.
3. Machine lay and roll 2.5 inches of hot plant mixed asphalt, Type SIII.
4. Remove any construction debris from site.

### F. GENERAL REQUIREMENTS

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

### G. PRE-BID CONFERENCE

1. A pre-bid meeting has been scheduled for \_\_\_\_\_ on-site at 5820 South Point Rd Berlin, MD 21811.

### H. PAYMENT

1. The County will make payment(s) to the Successful Vendor within thirty (30) calendar days from the receipt of a proper invoice for approved and accepted work performed.

### I. QUESTIONS

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

### J. AWARD

1. The County intends to award to the lowest Responsive and Responsible Vendor meeting the specifications. **END OF SECTION**

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

**FORM OF BID**

To whom it may concern:

We hereby submit our Bid Documents for “SOUTH POINT BOAT RAMP PARKING LOT PAVING” as indicated in the Bid Documents. Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid.

ITEM	DESCRIPTION	EXTENDED PRICE
1	Provide labor, materials and equipment for the paving of the South Point Boat Ramp parking lot as stated in the Bid Specifications.	

Vendor agrees to have the Work completed within 120 calendar days of Notice to Proceed. (Yes)\_\_\_\_ (No) \_\_\_\_\_ Check One.

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

Is your company currently involved in any active litigation? (Yes)\_\_\_\_ (No) \_\_\_\_\_ Check One.

Is your company currently involved in any mergers or acquisitions? (Yes)\_\_\_\_ (No) \_\_\_\_\_ Check One.

The Vendor agrees that their bid will be good for at least sixty days unless otherwise indicated in the bid specifications.

Note: This bid form must be signed by an officer of your company or an authorized agent for this bid to be considered valid by the county.

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

**REFERENCES**

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

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

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

**EXCEPTIONS**

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

**EXCEPTIONS:**

(If none, write none) \_\_\_\_\_

How did you hear about this solicitation?

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

The vendor hereby acknowledges receipt of the following addenda.

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

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name



**INDIVIDUAL PRINCIPAL**

Vendor Name: \_\_\_\_\_

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

Address of Vendor: \_\_\_\_\_ Town, State, Zip \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

\*\*\*\*\*

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: \_\_\_\_\_

Address: \_\_\_\_\_ Town, State, Zip

\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

Partner

Witness

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

Partner

Witness

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

Partner

Witness

\*\*\*\*\*

CORPORATE PRINCIPAL

Name of Corporation: \_\_\_\_\_

Address: \_\_\_\_\_ Town, State, Zip

\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax:

\_\_\_\_\_

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

President

Witness

Attest: \_\_\_\_\_

Corporate Secretary

Affix Corporate Seal

**VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID**

I HEREBY AFFIRM THAT:

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

NON-COLLUSIVE AFFIDAVIT

\_\_\_\_\_ being first duly sworn,
deposes and says that:

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

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

## EXHIBIT A

WORCESTER COUNTY MARYLAND  
STANDARD TERMS AND CONDITIONS

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

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

**10. Independent Contractor.**

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

**11. Insurance Requirements.**

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

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

**13. Ownership of Documents; Intellectual Property.**

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

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

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

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



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: April 2, 2024
RE: Recommendation to Award – Riddle Farm Force Main Bypass Design

Public Works is recommending the County award the Riddle Farm Force Main Bypass Design project to KCI Technologies, Inc. Proposals were due and opened on Wednesday, February 28, 2024. Three proposals were received. I have attached the proposal tabulation and contract to this memo. An evaluation team consisting of three members reviewed each proposal individually prior to an overall group average being established. All three members of the committee agree that the highest scoring proposal, which was received from KCI Technologies, Inc., represents the best value to Worcester County. The total contract award amount is \$161,500. Due to budget constraints, we are only awarding Items 1-3 on the Form of Proposal.

Tasks 1-3 include Alignment Selection & Base Survey, Environmental Permitting, and Design & Construction Permitting for the bypass, while tasks 4-5 pertain to construction management. We are proposing to design and permit the project, which is estimated to span 12-18 months. During that time, we can explore additional funding sources for construction. When we're ready for construction, we'll revisit the construction management portion of the project.

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

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

Table with 6 rows: Riddle Farm Force Main Bypass Design, Wednesday, February 28, 2024 at 2:30pm, Request for Proposals Tabulation Sheet, Respondent's Name(s):, KCI Technologies, Inc, EA Engineering, Rauch Engineering Design





## WORCESTER COUNTY, MARYLAND

OFFICE OF THE COUNTY COMMISSIONERS  
 1 WEST MARKET STREET, ROOM 1103  
 SNOW HILL, MARYLAND 21863  
 410-632-1194  
 FAX: 410-632-3131

Weston Young  
 Chief Administrative Officer

Nicholas W. Rice, CPPO, CPPB, NIGP-CPP  
 Procurement Officer

### CONTRACT

THIS CONTRACT, made on April 2, 2024, between the County Commissioners of Worcester County, Maryland (“County”); and KCI Technologies, Inc. (“Successful Vendor”).

WITNESSED: That for and in consideration for payment and agreements hereinafter mentioned:

1. Successful Vendor will commence and complete Items 1, 2 and 3 listed on the Form of Proposal for the RIDDLE FARM FORCE MAIN BYPASS DESIGN.
2. Successful Vendor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Work described herein.
3. Successful Vendor will commence and complete the Work required by the Contract Documents within the timeframes listed in the Proposal Documents unless the period for completion is extended otherwise.
4. Successful Vendor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$161,500 (one hundred sixty-one thousand five hundred dollars and no cents). The contract amount reflects the costs listed on the Form of Proposal for Items 1, 2 and 3.
5. The term ‘Contract Documents’ means and includes the following:
  - a. This Contract
  - b. Exhibit A - Worcester County Maryland Standard Terms and Conditions
  - c. Advertisement
  - d. Section I: Introduction
  - e. Section II: General Information
  - f. Section III: General Conditions
  - g. Section IV: Proposal Specifications
  - h. Section V: Evaluation and Selection Process
  - i. Form of Proposal
  - j. References
  - k. Exceptions
  - l. Individual Principal
  - m. Vendor’s Affidavit of Qualification to Bid
  - n. Non-Collusive Affidavit
  - o. Addendums 1 & 2

- p. Successful Vendor’s Completed Proposal Documents
  - q. Notice of Award
  - r. Notice to Proceed
6. Any inconsistency or conflict between the Contract Documents shall be resolved in their order listed above.
  7. The County will pay the Successful Vendor in the manner and at such times as set forth in the Bid Documents.
  8. This Contract will be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate each of which will be deemed an original on the date first above written.

ATTEST:

**COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND**

\_\_\_\_\_

\_\_\_\_\_

Anthony W. Bertino, Jr.  
President  
Date:

WITNESS:

**CONTRACTOR:  
KCI TECHNOLOGIES, INC.**

\_\_\_\_\_

\_\_\_\_\_

By:  
Title:  
Date:

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



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

**DALLAS BAKER JR., P.E.**  
DIRECTOR

**CHRISTOPHER CLASING, P.E.**  
DEPUTY DIRECTOR

**MEMORANDUM**

**TO:** Weston Young P.E., Chief Administrative Officer  
Candace Savage, CGFM, Deputy Chief Administrative Officer  
**FROM:** Dallas Baker Jr., P.E., Director *Dallas Baker Jr*  
**DATE:** March 20, 2024  
**SUBJECT:** Tipping Fee Waiver Request - Beach Heroes OC

---

Public Works is requesting Commissioner approval to waive the tipping fee for an Earth Day clean up event hosted by Beach Heroes OC. They are a volunteer group that plans on collecting trash and other debris around the Berlin Walmart Recycling Center, in celebration of Earth Day, on April 20, 2024. The tipping fee cost should be less than \$100.00. This is strictly a group of volunteers, who want to help keep Worcester County clean and beautiful.

Please let me know if there are any questions.

Cc: Chris Clasing, Deputy Director  
David Candy, Landfill Superintendent  
Bob Keenan, Recycling Manager



## Worcester County

Government Center

Department of Human Resources

One West Market Street, Room 1301

Snow Hill, Maryland 21863-1213

410-632-0090

Fax: 410-632-5614

STACEY E. NORTON  
Human Resources Director

PAT WALLS  
Deputy Director

**To:** Weston Young, Chief Administrative Officer  
**From:** Stacey Norton, Human Resources Director  
**Date:** March 25, 2024  
**Subject:** Request to Add a Temporary School Crossing Guard

---

We are requesting to add a temporary School Crossing Guard position, G14/S4, \$20.45 per hour (1080 annual hours) to provide coverage for a School Crossing Guard that has been on an extended medical leave since October 15, 2023, and is not expected to return this school year.

There are seven School Crossing Guard positions and two are not working due to medical conditions. Deputy Sheriffs are providing coverage, and this is taking away from their primary law enforcement duties.

This additional position can be funded in the current FY 24 budget.

Thank you for your consideration.

Attachment

# Worcester County Sheriff's Office

*Matthew Crisafulli*  
Sheriff

*Nathaniel J. Passwaters*  
Chief Deputy



March 21, 2024

Mr. Weston Young  
Chief Administrative Officer  
Worcester County, Maryland

RE: Temporary Crossing Guard

Sir,

The purpose of this memorandum is to request your approval for the temporary hiring of a replacement employee to fulfill the vital role of a school crossing guard within our community. As you are aware, the safety and security of our residents, particularly our children, are paramount concerns of the Sheriff and I believe Worcester County residents as a whole.

Regrettably, due to a medical condition, one of our current, dedicated school crossing guards is currently unable to perform the essential functions of his role due to the medical condition. This position is budgeted for 1,080 hours per year and the last hours physically worked by the employee during the current fiscal year were during the pay period ending October 15, 2023.

The employee is currently on extended leave which is expected to last through this school year and likely into the next school year. When a School Crossing Guard is not on post, the duties must be covered by an on-duty Deputy Sheriff, which takes the Deputy away from his primary law enforcement duties.

To ensure the continued safety of our school children, pedestrians, and other residents, it is imperative that we have a qualified individual to fill this position on a temporary basis while our employee rehabilitates. The temporary replacement will be responsible for facilitating safe crossings, managing traffic flow, and performing all essential functions of Crossing Guards as described in the job description.

The funding required for a temporary replacement is available in the current approved budget of the Sheriff's Office and this request will not impose additional financial burdens on the County.

I respectfully request your prompt consideration and approval of this request to ensure that we can staff this vital service to our schools and community. I am available to provide any additional information or address any concerns you may have regarding this request.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "N. Passwaters", is written over a horizontal line.

Chief Deputy Nathaniel J. Passwaters  
Worcester County Sheriff's Office



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

April 2, 2024

**Board Members**

**TODD A. FERRANTE**  
President  
**WILLIAM E. BUCHANAN**  
Vice-President  
**KATIE A. ADDIS**  
**JON M. ANDES, Ed.D.**  
**WILLIAM L. GORDY**  
**ELENA J. MCCOMAS**  
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**Administration**

**LOUIS H. TAYLOR**  
Superintendent of Schools  
**C. DWAYNE ABT, Ed.D.**  
Chief Operations & Human Relations Officer  
**DENISE R. SHORTS**  
Chief Academic Officer, Gr. PK-6  
**VINCENT E. TOLBERT, CPA**  
Chief Financial Officer  
**ANNETTE E. WALLACE, Ed.D.**  
Chief Safety & Academic Officer, Gr. 9-12

Mr. Anthony W. Bertino, President  
 Worcester County Commissioners  
 Worcester County Government Center  
 One W. Market Street, Room 1103  
 Snow Hill, Maryland 21863

Dear President Bertino:

I am writing to provide you information concerning the Snow Hill Middle School/Cedar Chapel Special School Roof Replacement project for which we will be requesting funding from the County Commissioners on April 2<sup>nd</sup>, 2024.

On February 20, 2024, the Board of Education approved the \$3,698,924.00 value engineering bid from Garland/DBS and Apex Business Solutions, LLC. On March 19<sup>th</sup>, 2024 we appeared before you to request approval of the \$3,698,924.00 bid at which time the Commissioners expressed concern with the plan to retrofit the new Snow Hill Middle School roof over the existing roof. The Commissioners requested that we present the Garland/DBS and Apex Business Solutions, LLC Base Bid of \$4,915,067.00, which includes demolition of the existing Snow Hill Middle School roof, to the Board of Education for approval and appear before you again on April 2<sup>nd</sup> to request local funding approval. On March 19<sup>th</sup>, the Board of Education approved the Garland/Apex Business Solutions, LLC Base Bid of \$4,915,067.00.

The Snow Hill Middle Middle School/Cedar Chapel Special School Roof Replacement project was approved for State funding in the FY 2025 Capital Improvement Program. The State is providing \$2,045,475.00 for the execution of this project. We are requesting \$3,067,592.00 from the Commissioners, which includes the construction contingency of \$198,000, to fully fund the roof replacement project.

Acceptance of the Base Bid for the project results in a \$875,641.30 deficit from the project cost estimate developed for the FY25 Capital Improvement Program. The County Commissioners provided \$1,200,000.00 for the replacement of eleven HVAC rooftop units at Pocomoke Elementary School in FY23 County Assigned Funds. We are requesting reallocation of \$875,641.30 of the previously approved \$1,200,000.00 to the Snow Hill Middle/Cedar Chapel Special School Roof Replacement project. Your approval of this request will allow us to proceed with the roof project and replace three of the Pocomoke Elementary rooftop units which have reached the end of their serviceable lives and require replacement as soon as possible. We will seek County funding in the future to replace the remaining aging PES rooftop units.

We have contacted the state Interagency Commission on School Construction and have submitted a request for additional state funding for the Snow Hill Middle/Cedar Chapel Special School project. Our request for an additional \$472,000 of state funding will be considered by the IAC and, if approved, would be included in our FY26 CIP request to the state in October 2024.

## ITEM 8

We are very excited to move forward with this much needed construction project and, as always, we value your continued support of our capital construction program and our school system. I look forward to meeting with you on April 2<sup>nd</sup>.

Sincerely,

A handwritten signature in black ink that reads "Louis H. Taylor". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Louis H. Taylor  
Superintendent of Schools

LT:jjp

cc: Board of Education Members  
Mr. Weston Young

**Tabulations of Bids  
Snow Hill Middle School / Cedar Chapel Special School Roof Replacement**

CONTRACTOR	Base Bid Demo Existing SHMS Roof	Value Engineering Bid Retrofit SHMS Roof	Recommendation
<b>Apex Business Solutions, LLC</b> 12650 Sunset Ave Unit #7 Ocean City, MD 21842 240-793-5867	<p align="center"><b>\$4,915,067.00</b></p>	<p align="center">\$3,698,924.00</p>	<p align="center"><b>Approval of Base Bid</b></p>
JBK Contracting 6811 Kenilworth Ave Ste 500 Riverdale, MD 20737 301-494-1793	<p align="center">\$5,007,515.00</p>	<p align="center">\$4,023,738.00</p>	
Ron Ruff Roofing 5520 Southwestern Blvd Baltimore, MD 21227 410-247-7663	<p align="center">\$5,129,310.00</p>	<p align="center">\$5,129,310.00</p>	
Cole Roofing Co., Inc. 3915 Coolidge Ave. Baltimore, MD. 21229 410 242-0600	<p align="center">No Bid Submitted</p>	<p align="center">No Bid Submitted</p>	
Raintree Services, Inc. 7820 Penn Western Ct. Upper Marlboro, MD. 2072 717 428-6717	<p align="center">No Bid Submitted</p>	<p align="center">No Bid Submitted</p>	
IronShore Contracting 1000 Haverhill Rd Baltimore, MD 21229 443-552-5732	<p align="center">No Bid Submitted</p>	<p align="center">No Bid Submitted</p>	



**Snow Hill Middle School - Cedar Chapel Special School Roof Replacement  
Project Funding Data**

	Construction	Contingency	Design Fee	Total	State	Local	Prev Local*	Total Local
<b>FY25 CIP Estimate</b>	\$3,966,000.00	\$198,000.00	\$120,000.00	\$4,284,000.00	\$1,983,000.00	\$2,271,950.70	(\$80,000.00)	\$2,191,950.70
<b>Base Bid</b>	\$4,915,067.00	\$198,000.00	\$80,000.00	\$5,193,067.00	\$2,045,475.00	\$3,147,592.00	(\$80,000.00)	\$3,067,592.00
<b>Difference</b>	\$949,067.00	\$0.00	(\$40,000.00)	\$909,067.00	\$62,475.00	\$875,641.30	\$0.00	<b>\$875,641.30</b>

\* Previously approved design funding FY24 Local Budget

	Allocation
Replace 11 HVAC Rooftop Units Pocomoke Elementary School	\$1,200,000.00
Replace 3 of 11 HVAC Rooftop Units Pocomoke Elementary School**	\$300,000.00
Savings available to be applied to SHMS/CCSS Roof Replacement	\$900,000.00
Funds required for SHMS/CCSS Roof Replacement	\$875,641.30
Balance	\$24,358.70

\*\* Three of the eleven PES rooftop units have reached the end of their serviceable lives and require replacement as soon as possible. WCPS will request local funding for the remaining eight PES rooftop units in the FY26 budget.



*Board of Directors*

Joe Wilson  
*President*

March 22, 2024

Patrick McLaughlin  
*Vice-President*

Sonia Baker  
*Secretary*

Anna Dolle Bushnell  
*Treasurer*

Kevin Gibbs

Candace Savage,  
Deputy Chief Administrative Officer  
Worcester County Government Center  
1 W. Market Street, Room 1105  
Snow Hill, MD 21863

Dear Candace,

Nancy Bradford

Spiro Buas

Igor Conev

Dennis Dare

Buddy Dykes

Stephanie Meehan

Michael Nolen

Scott Savage

Bill Sieg

Nick Tekmen

The Ocean City Development Corporation (OCDC) would like to present its annual update of revitalization efforts of Downtown Ocean City to the Worcester County Commissioners at the April 2<sup>nd</sup> agenda. Please confirm if this date once you have approval from the Commissioners. I will be accompanied by our Board President, Joe Wilson, for the presentation. I have attached a PowerPoint presentation that I would like to use when delivering our annual update.

We look forward to updating the Commissioners on the progress the OCDC has made in the past year and our goals for the future. Please let me know if you have any questions or concerns.

Thank you,

Zach Bankert  
Executive Director  
Ocean City Development Corporation

*Executive Director*  
Zach Bankert

*Ex-Officio Members:*

Economic Development Committee  
Ocean City Chamber of Commerce  
Ocean City Hotel Motel Restaurant  
Association, Inc.  
Town of Ocean City  
Worcester County  
Ocean City Museum Society, Inc.



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# Ocean City Development Corporation

2024 Annual Presentation to the  
Worcester County Commissioners



## Mission: Revitalization of Downtown Ocean City

### Organization Details:

- Community Development Corporation
- 501(c)(3) Non Profit Organization
- 170 Member
- 15 Board Members
- Leadership Change in 2023:  
Zach Bankert, Executive Director  
Joe Wilson, Board President



#### Cultural and Community

- Public Arts
- Special Event
- Public Spaces



#### Economic Assistance

- Grants for Property Improvements
- Grants for Business Assistance



#### Private & Public Development

- OCPD Downtown Substation
- 102 Worcester Purchase
- City Code and Design Standards

## Special Events:

- Sunset Park Party Nights
- OOctoberfest Shore Craft Beer Festival
- Boardwalk Scavenger Hunt
- Somerset Ave Car Shows
  - Oceans Calling
- Fundraisers such as the annual golf tournament, pancake breakfast, Italian dinners, and Christmas carnival





# Public Art and Public Spaces

## Murals Planned for the Downtown Receptions Complex:

- 67 foot long mural to be completed on St. Louis Ave by accomplished muralist Jeff Huntington
- 20 Foot long mural to be completed in the Ocean Bowl Skate Park by local legend Marc Emond
- Murals Expected to be completed in 2025



# OCDC Grant Programs



BEFORE



AFTER

This property owner on 6<sup>th</sup> Street utilized our Façade, Green Building, and Roof Programs

- **Employee Housing:**  
up to \$25,000 for employee housing improvements or development.
- **Business Assistance:**  
up to \$10,000 for new business location interior build out
- **Façade:**  
up to \$7,500 for exterior improvements.
- **Green Building:**  
up to \$7,500 to improve energy efficiency.
- **Roof:**  
up to \$2,000 for roof replacement
- **Streetside Fence:**  
up to \$2,000 for fence replacement
- **Downtown Lighting:**  
up to \$500 for exterior lighting

To dates these programs have incentivized over **\$13,500,000** in private investment at a private to public ratio of **7:1**

# Notable FY24 Grants

- Henry Hotel: OCDC has assisted the Henry Hotel Foundation in writing multiple Grants, including one awarded for \$250,000.
- Land Acquisition Grant: OCDC was awarded \$150,000 to help offset the recent purchase of 102 Worcester Street.
- Community Legacy and MIP: OCDC was awarded multiple grants (\$175,000) to fund its Façade, Green Building, Business Assistance, and Employee Housing Programs
- Mural Planning: OCDC was awarded \$10,000 to help plan the murals at the Downtown Recreations Complex.





## Public Development Project: OCPD Downtown Substation

- Final Stages of Design with ground breaking expected for Spring 2024.
- Building will have bicycle facilities, public restrooms, seasonal housing, public facing lobby, and OCPD offices and conference space.



## Private Development Project: 102 Worcester Street

- Purchased by OCDC
- Three Parking Parcels to be used for Fee In Lieu of Parking (FILOP) pilot program
- Commercial tenant to be placed on first floor with accessory seasonal housing on second
- Extensive exterior and interior remodel planned for 2024

OCDC continues to operate the Downtown Design Committee to review new projects in Downtown Ocean City.

# OCDC Items Moving Forward

- Finish 102 Worcester St and OCPD Downtown Substation
- Continue grant writing and operating OCDC grant programs
- Finish DRC Murals and being next public art program
- 2024 season special events and operated Boardwalk Info Cottage
- Housing of OCBP lifeguards for 2024 season
- Run Special Events for 2024 season and continue to support large scale events
- Continued support for FILOP and Baltimore Ave. Streetscaping
- Addendums to the Downtown Design Standards

*Thank You For Your Continued Support*



Telephone: 410-632-1320

Fax: 410-632-3031



MD RELAY SERVICE:

1-800-735-2258

Worcester County Board of Elections  
201 Belt Street, Suite C  
Snow Hill, Maryland 21863-1320

March 22, 2024

Commissioner President Bertino  
Worcester County Government Center  
1 West Market Street  
Snow Hill, MD 21863

Dear Commissioner Bertino,

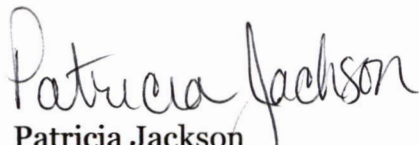
I am writing on behalf of the State Board of Elections to ask the Commissioners to grant 8 hours of administrative leave to any county employees who serve as election judges for the Primary Election.

Currently, the Commissioners have been granting 8 hours of administrative leave to any county employees serving as election judges for the General Election only.

While we are very appreciative of your willingness to do this for the General, we would like to encourage your consideration in also doing this for the Primary Election. By offering the administrative leave to county employees, it allows our office to recruit and hire extremely qualified personnel to work the polling place.

Thank you for your attention to this matter.

Sincerely,

  
Patricia Jackson  
Election Director

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



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

**DALLAS BAKER JR., P.E.**  
DIRECTOR

**CHRISTOPHER CLASING, P.E.**  
DEPUTY DIRECTOR

**MEMORANDUM**

**TO: Weston Young P.E., Chief Administrative Officer**  
**Candace Savage, CGFM, Deputy Chief Administrative Officer**  
**FROM: Dallas Baker Jr., P.E., Director** *Dallas Baker Jr*  
**DATE: March 25, 2024**  
**SUBJECT: Construction Administration and Inspection Services for Riddle Farm**  
**WWTP Upgrades**

---

Public Works is requesting Commissioner approval to award professional services covering the bidding technical assistance, construction administration, and inspection services to George, Miles, & Buhr (GMB) for the Riddle Farm Wastewater Treatment Plant (WWTP) in the amount of \$340,750.00, see task breakdown below. Funds are available to cover the work in the Department of Commerce / Tri County grant account no. 100.1801.6160.151. GMB has developed the construction plans and specifications for the upcoming Riddle Farm WWTP Upgrade and are the most qualified to oversee the implementation of those plans. Retaining their services for these upcoming phases will provide County personnel with support to answer technical questions about the design during bidding and construction, will provide expert review and guidance on material submittals, as well as documentation and oversight of the construction process to ensure the plans are constructed as designed. County Procurement Officer Nick Rice will coordinate and oversee the bidding process with GMB providing responses to any technical wastewater questions. A full list of the tasks GMB will conduct is included in their attached proposal. GMB was selected for the upgrade design because they designed the original plant which not only made them familiar with plant operations but saved significant money by not having to recreate the existing conditions drawings.

<u>Task</u>	<u>Not-to-Exceed Amount</u>
Bidding Technical Assistance	\$16,000
Construction Administration	\$185,000
RPR/Inspection Services	\$161,750
Reimbursables	<u>\$8,000</u>
Total	\$340,750

Please let me know if there are any questions.

Attachment  
CC: Nick Rice  
Chris Clasing  
Tony Fascelli

◆◆◆◆

**ARCHITECTS**  
**ENGINEERS**

21 VILLAGE GREEN DRIVE  
SUITE 101  
OCEAN VIEW, DE 19970  
PH: 302.628.1421  
PH: 800.789.4462  
oceanview@gmbnet.com

SALISBURY  
BALTIMORE  
SEAFORD  
LEWES  
OCEAN VIEW

www.gmbnet.com

◆◆◆◆

January 25, 2024

Worcester County DPW  
6113 Timmons Road  
Snow Hill, MD 21863

Attn: Mr. Dallas Baker, P.E.  
Director of Public Works

Re: *Proposal for Bidding, Construction Administration and RPR Services*  
**EQUIPMENT UPGRADES**  
**RIDDLE FARM WASTEWATER TREATMENT PLANT (WWTP)**  
Worcester County, Maryland  
GMB File No. R220047-A

Dear Mr. Baker:

In response to your request, George, Miles & Buhr, LLC (GMB) is pleased to provide this proposal for bidding, contract administration, and RPR services to assist Worcester County Department of Public Works (DPW) with replacement of the treatment membranes and selected equipment upgrades. The project need is based on replacing equipment that exceeded its design life or failed.

### **UNDERSTANDING**

The Riddle Farm WWTP is located on Gray's Corner Road adjacent to the Glen Riddle subdivision. The WWTP was built by a developer in 2003 and deeded over to Worcester County. It has a permitted design flow capacity of 277,750 gallons per day (gpd). It uses spray irrigation for treated effluent disposal.

An application for a Construction Permit along with final design plans and the project manual have been submitted to the Maryland Department of the Environment (MDE). Permit approval is expected soon.

The project approach for construction and equipment installation is unique and challenging based on the following listing of circumstances:

- The WWTP must always remain operational, while the site is surrounded by non-tidal wetlands limiting space available for construction activities.
- The purchase of the membranes and associated onsite services was contracted directly by Worcester County; this contract will require close coordination by the general contractor and Worcester County.
- A temporary mobile hollow-membrane filtration system (MHFS) is required to supplement treatment flow capacity as well as reducing the frequency and cost of the daily pump and haul operation.

JAMES H. WILLEY, JR., P.E.  
CHARLES M. O'DONNELL, III, P.E.  
A. REGGIE MARINER, JR., P.E.  
JAMES C. HOAGESON, P.E.  
STEPHEN L. MARSH, P.E.  
DAVID A. VANDERBEEK, P.E.  
ROLAND E. HOLLAND, P.E.  
JASON M. LYTLE, P.E.  
CHRIS B. DERBYSHIRE, P.E.  
MORGAN H. HELFRICH, AIA  
KATHERINE J. MCALLISTER, P.E.  
W. MARK GARDOCKY, P.E.  
ANDREW J. LYONS, JR., P.E.

PETER A. BOZICK, JR., P.E.  
JUDY A. SCHWARTZ, P.E.  
W. BRICE FOXWELL, P.E.

JOHN E. BURNSWORTH, P.E.  
VINCENT A. LUCIANI, P.E.  
AUTUMN J. BURNS  
CHRISTOPHER J. PFEIFER, P.E.  
BENJAMIN K. HEARN, P.E.

- A waste backwash setting tank and pump station serving the Water Treatment Plant is being bid as an ADD alternate and may or may not be included in the overall scope of construction.

**SCOPE OF SERVICES**

From the basis of this understanding, we anticipate the following scope of services to be provided:

**A. Bid and Negotiation (Bid) Task:**

1. Provide bid ready documents to Worcester County and supply documents to interested bidding contractors, subcontractors, and equipment suppliers, as requested.
2. Attend the Pre-Bid meeting and prepare meeting minutes.
3. Respond to questions and inquiries from interested bidders, and equipment/material suppliers.
4. Prepare Addenda as appropriate, submit to MDE for approval, and issue to the official listing of bidders.
5. Attend the bid opening, tabulate bids, review bids for responsiveness, review qualifications of the apparent low bidder and check references.
- ~~6. Prepare bid award approval package for submittal to the funding agency.~~
7. Prepare a letter of recommendation for the lowest responsive and responsible bidder.
- ~~8. Prepare and issue Notice of Award form upon approval by Worcester County.~~

**B. Construction Contract Administration (CA) Task:**

1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified in the project manual.



3. *Pre-Construction Conference.* Participate in a pre-construction conference prior to commencement of Work at the Site. Issue meeting minutes.
4. *Visits to Site and Observation of Construction.* In connection with observations of Work in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe the progress and quality of the Work. Such visits and observations by Engineer, and the Resident Project Representative, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Engineer, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, Engineer will determine, in general if Contractor's work is proceeding in accordance with the Project Manual, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative at the Site of the Specific Project, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Project Manual and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual has been implemented and preserved by Contractor. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Project Manual.
5. *Defective Work.* Have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed project that conforms generally to the Project Manual or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual.

6. *Clarifications and Interpretations, Field Orders.* Issue necessary clarifications and interpretations of the Project Manual as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Project Manual. Engineer may issue Field Orders authorizing minor variations from the requirements of the Project Manual.
7. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
8. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Project Manual and compatibility with the design concept of the completed project as a functioning whole as indicated in the Project Manual. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Engineer has an obligation to meet any Contractors submittal schedule that has earlier been acceptable to Engineer.
9. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of the specifications.
10. *Inspections and Tests.* Require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Project Manual. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Project Manual and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Project Manual. Engineer shall be entitled to rely on the results of such tests.
11. *Disagreements between Owner and Contractor.* Render formal written decisions on all claims of Owner and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Project Manual pertaining to the execution and progress of the Work. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
12. *Applications for Payment.* Based on Engineer's observations and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief,



the Work has progressed to the point indicated, the quality of such is generally in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Project Manual).

- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Project Manual. Neither Engineer's review of the Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

13. *Contractor's Completion Documents:*

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Project Manual, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, and the annotated record documents which are to be assembled by Contractor in accordance with the Project Manual to obtain final payment. The extent of such Engineer's review will be limited as provided in paragraph 8.
- c. Engineer shall transmit these documents to Owner.

- d. Engineer shall prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on project annotated record documents received from Contractor.
14. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
15. *Final Notice of Acceptability of the Work.* Conduct a final payment inspection to determine if the completed Work of Contractor is acceptable, so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a "Notice of Acceptability of Work" that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
16. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the Construction Agreement for the Project and will terminate upon written recommendation by Engineer for final payment to Contractor.
17. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Project Manual.

**C. Resident Project Representative (RPR) Task:**

1. The Resident Project Representative ("RPR") shall assist Engineer in observing progress and quality of the Work.
2. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:
  - a. *General.* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
    - i. RPR's dealings in matters pertaining to a Contractor's Work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary.
    - ii. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.

- iii. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
3. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Contractor and consult with Engineer concerning acceptability.
4. *Conferences and Meetings.* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.
5. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing information regarding the intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents.* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
7. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Specific Project Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
8. *Modifications.* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
9. *Review of Work and Rejection of Defective Work:*
  - a. Conduct on-Site observations of Contractor's Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's Work in progress will not produce a completed project that conforms

generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of Work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

*10. Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled major inspections, tests, and systems start-ups of important phases of the Work.
- b. Verify that tests, equipment, and system start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and system start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

*11. Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Specific Project-related documents.
- b. Prepare a daily report or keep a diary or log book recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to the Owner.

**12. Reports:**

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend Engineering proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

**13. Payment Requests:**

- a. Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

**14. Certificates, Operation and Maintenance Manuals:**

- a. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by a Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

**15. Completion:**

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

**16. Resident Project Representative Shall Not:**

- a. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- b. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
- c. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
- d. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work unless such advice or directions are specifically required by the Contract Documents.
- e. Advise on, issue directions regarding, or assume control over safety practices, precautions and programs in connection with the activities or operations of Owner or Contractor.
- f. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- g. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- h. Authorize Owner to occupy a Specific Project in whole or in part.

**D. Post Construction (PC) Task:**

1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
2. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
3. The Post-Construction Phase services may commence during the Construction Phase and will terminate at the end of the Correction Period.

**E. Additional Service (AS) Task:**

1. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by Owner as indicated in a Task Order.
  - a. Participation in value engineering negotiations with bidders requiring redesign and revisions to the drawings and project manual.

- b. Providing Construction Phase services beyond the Contract Times set forth in the Agreement.
- c. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration or other dispute resolution process related to the Project.
- d. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make the compensation commensurate with the extent of the Additional Services rendered.
- e. Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by a Contractor or others in connection with the Work on the Project.
- f. Other services performed or furnished by Engineer not otherwise provided for in the Agreement.

**SCHEDULE**

GMB proposes to provide the bidding and negotiation services starting immediately upon your authorization. GMB will start administering the construction contractual documents upon issuance of the Notice of Award.

**FEE FORMAT AND PROPOSED FEE**

GMB proposes the following fee formats and fees.

- A. BID Task: A lump sum fee is proposed for the bid and negotiating services in the amount of **\$16,000.00**.
- B. CA Task: For the contract administration services GMB proposes a lump sum fee format the total amount of **\$185,000.00**, inclusive of the electrical engineering subconsultant and direct expenses.
- C. RPR Task: An Hourly Rate of **\$85.00** is proposed for the Resident Project Representative. A fee estimate, based on 9 months at 8 hours per day (or 1,550 man-hours) would equate to **\$131,750.00**. Reimbursable Expenses associated with RPR services would be billed at the GMB Schedule of Hourly Rates and Reimbursable Expenses with a budget estimate of **\$8,000.00**.
- D. PC Task: For the post construction services, GMB proposes a fee based upon the GMB Schedule of Hourly Rates and Reimbursable Expenses for the individuals directly providing the scope of services. The estimated budget amount to be determined at the time of substantial completion.
- E. AS Task: For additional services, the scope of work and estimated fees will be determined on an as needed basis.

GMB has included our Schedule of Hourly Rates and Reimbursable Expenses dated December 28, 2023.

General Contract Conditions as prepared by Worcester County (attached), to the extent agreed to and initialed by GMB are proposed to govern this agreement.

If upon review, you find this proposal acceptable, please execute this agreement in the space provided below.

We greatly appreciate the opportunity to submit this proposal and please do not hesitate to contact us with any questions.

Sincerely,



Peter A Bozick, Jr., P.E., BCEE  
Executive Vice President



Christopher B. Derbyshire, P.E.  
Sr. Vice President / Project Director

PAB/CBD/slh

Attachments: Schedule of Hourly Rates and Reimbursable Expenses  
General Conditions (w/Worcester County Modifications)

**ACCEPTED FOR WORCESTER COUNTY DPW:**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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



**SCHEDULE OF HOURLY RATES & EXPENSES**

**HOURLY RATES**

Effective December 28, 2023

CLASSIFICATION	HOURLY RATE
Senior Project Director	\$ 185.00 - \$ 225.00
Project Director	\$ 160.00 - \$ 205.00
Senior Project Manager	\$ 135.00 - \$ 185.00
Project Manager	\$ 115.00 - \$ 160.00
Assistant Project Manager	\$ 115.00 - \$ 155.00
Senior Project Engineer/Architect/Landscape Arch	\$ 115.00 - \$ 155.00
Senior Environmental Scientist	\$ 100.00 - \$ 155.00
Project Engineer/Architect/Landscape Arch	\$ 105.00 - \$ 145.00
Graduate Engineer/Architect/Landscape Arch	\$ 95.00 - \$ 140.00
Environmental Scientist	\$ 70.00 - \$ 135.00
Senior Designer	\$ 90.00 - \$ 145.00
Designer	\$ 75.00 - \$ 115.00
CADD Operator	\$ 70.00 - \$ 100.00
Construction Representative	\$ 90.00 - \$ 135.00
Resident Project Representative (RPR)	\$ 65.00 - \$ 125.00
Senior Project Coordinator	\$ 90.00 - \$ 125.00
Project Coordinator	\$ 65.00 - \$ 115.00
Surveyor	\$ 95.00 - \$ 135.00
Survey Crew Chief	\$ 70.00 - \$ 120.00
Survey Technician	\$ 40.00 - \$ 80.00
Administrative/IT Support	\$ 50.00 - \$ 115.00
GIS Specialist	\$ 60.00 - \$ 95.00
Senior Technician	\$ 60.00 - \$ 125.00
Technician	\$ 40.00 - \$ 75.00

**EXPENSES**

All items per each, unless noted.

Internal:

Photocopies:	
Black & White	\$ 0.20
Color	\$ 0.50
Prints/Plots:	
Black & White/Color	\$ 0.50 /s.f.
Mylar	\$ 2.00 /s.f.
Travel:	
Mileage	\$ 0.67/mile*
Subsistence (Meals & Lodging)	At Actual Cost
Overnight/Immediate Delivery	At Actual Cost
Survey Crew Rates	
2 person crew	\$ 130.00/hour
3 person crew	\$ 150.00/hour
Other:	
Electronic Media Copies/Transfers/File	\$ 300.00/file
Website Project File Sharing	\$ 1.00/MB/month
Construction Management Software	\$ 200.00/month
Surveying Equipment/Total Station Only	\$ 35.00 /day
Surveying Equipment/Total Station + GPS Unit	\$ 150.00 /day

\* Adjusted annually in accordance with the Internal Revenue Service Directives

**GENERAL CONDITIONS**  
(Effective July 1, 2021)

**AGREEMENT**

The term "Agreement" refers to the undertaking by George, Miles & Buhr, LLC ("GMB") to perform Services described in the attached Proposal and these General Conditions. The Agreement shall become effective upon acceptance by Client of the attached Proposal and General Conditions, which when acknowledged in writing, are authorization to proceed. The Agreement is between Client and GMB, and their respective partners, divisions, affiliates, members, successors and assigns, both of whom promise not to transfer or assign any interest in the Agreement without the other party's written consent. The Agreement supersedes all prior written proposals or negotiations and is conditioned upon Client's acceptance of these General Conditions. No modification of the terms of the Agreement or General Conditions shall be valid unless authorized in writing by both parties. If additional services are required by Client, GMB will provide the services when authorized in writing and documented to do so by Client.

**FEES, RETAINER**

Any estimate of the fees and expenses that GMB expects to incur in providing Client with services outlined in the attached Proposal is not a maximum or lump sum fee. Client understands and agrees that the final billing may be more or less than the estimate. Fees for services will be adjusted if there are changes to the scope or schedule, as defined in the Proposal including supporting drawings, schedules and exhibits. If GMB does not have an established relationship with the Client, a retainer will be requested approximating the value of services for a minimum of sixty (60) days and will be credited to the final invoice. A Schedule of Hourly Rates & Expenses is attached to and incorporated as part of the Proposal. Unless otherwise noted, all proposals are valid for a period of 90 days from the date of the proposal.

**INVOICES**

Invoices are due upon receipt. If an invoice is outstanding beyond thirty (30) days of the invoice date, interest will be charged at a rate of one percent (1%) per month and GMB reserves the right to stop providing services and to withdraw all permit applications. ~~Further, if GMB has to refer any delinquent billing to an attorney for collection, Client agrees to pay GMB its reasonable attorney's fees and expenses of collection, to include, without limitation, all litigation related expenses and expert witness fees, plus 25%.~~

**EXPENSES**

Client agrees to pay GMB for internal expenses in accord with Schedule of Hourly Rates and Expenses charged for those items that are specific to the project, including, but not limited to, subcontracted consultants, permit fees, reproduction expenses, renderings, models, etc. GMB will invoice external expenses at cost plus 10%.

**LIABILITY & CLAIMS**

~~Client agrees to limit GMB's liability related to errors and omissions to an amount not to exceed the total fee for the project or GMB's available professional liability insurance coverage for that year, whichever is less.~~ GMB will not be responsible for any liabilities arising from Client's negligent acts or errors, or from any entity whose conduct is not subject to GMB's control. Client acknowledges the inherent risks associated with construction. GMB will provide services with a standard of care exercised by licensed architects and engineers. ~~At least 30 days prior to making any claim against GMB, Client agrees to provide GMB a Certificate of Merit issued by an architect or engineer, licensed by the state in which the project is located, specifically describing~~

~~every error or omission which the issuer believes to be a violation of the standard of care. If Client makes a claim or brings legal action against GMB for any services under this Agreement, and fails to prevail, Client agrees to pay all legal and other expenses incurred by GMB in its defense, including, but not limited to, attorney's fees, court costs, expert witness fees, etc.~~

**INSTRUMENTS OF SERVICE**

All work products, including those in electronic form, prepared by GMB and GMB's consultants are Instruments of Service for use solely with respect to this project. The Client shall be permitted to authorize Contractor, Subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the work. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to GMB and GMB's consultants. No alterations shall be made to the Instruments of Service by the Client and/or any representative of the Client without the written permission of GMB and GMB's consultants. Copies of electronic media, if requested and approved, will be invoiced to the Client and due upon receipt.

**APPROVALS**

GMB has no control over governments and their agencies in granting approvals. Therefore, GMB cannot guarantee the timeframe for, or the cost of services incidental to, obtaining approvals from governments or governmental agencies. If the type or level of services as originally defined are revised or changed during our assignment, the fee for our services from that point forward will be subject to negotiation.

**TERMINATION/SUSPENSION OF WORK**

Client or GMB each may terminate the Agreement with fifteen (15) calendar days written notice; Client agrees to pay for all services provided by GMB up to the date of termination. Project delays and suspension of the project for more than 30 days, may result in additional cost to resume work. Client agrees to pay such costs before work resumes if said delays are attributable to the Client.

**CONSTRUCTION SAFETY**

Client agrees to require general or subcontractor to indemnify, defend and hold GMB harmless against claims arising from unsafe site conditions.

**CONSTRUCTION ESTIMATES**

GMB has no control over the cost of labor, materials, equipment and services provided by others or over the contractor's methods of determining prices and does not warrant or guarantee construction estimates.

**CONSTRUCTION SCHEDULES**

GMB has no control over the means, methods and techniques of construction employed by contractors, the timing of government approvals or the delivery of materials and equipment. The Client agrees that any construction schedule prepared by GMB is approximate and will not be the basis for a claim.

**HAZARDOUS MATERIALS**

~~Client agrees to defend, indemnify and hold GMB harmless for any and all liabilities, claims, costs and expense, including, but not limited to, litigation expenses, attorney's fees, and expert witness fees, which relate in any way to the presence of any hazardous or toxic materials on the project.~~

**GOVERNING LAWS; VENUE**

The Agreement shall be interpreted in accordance with the laws of the State of Maryland. The venue for any dispute arising out of the Agreement shall be, at the sole discretion of GMB, the Circuit Court for ~~Wicomico~~ Worcester County, Maryland or the federal courts within the State of Maryland.

Client's written approval is required to exceed Proposal amount.

Client agrees to limit GMB's liability related to errors and omissions to \$2,000,000.



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: April 2, 2024  
RE: Request to Bid – Riddle Farm Wastewater Treatment Plant Upgrades

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Attached for your review and approval are bid documents\* for the Riddle Farm Wastewater Treatment Plant Upgrades. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit proposals for these services.

The scope of work consists of furnishing and installing equipment upgrades for replacement of the (1) MBR membranes and associated controls; (2) installing new internal recycle pumps; (3) new blower for the membrane cleaning tank; (4) replacement of an existing hoist and crane assembly as well as installation of a new mono-rail beam and hoist assembly; (5) backwash water pump station and reclaimed water settling tank (ADD ALTERNATE); (6) variable speed drives for the Process Blowers; (7) associated piping, valves, flow meters and all associated appurtenances.

The funding for these services is expected to be from a combination of grant funds and general funds.

\*A full set of drawings and specifications is available upon request.

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



PROJECT MANUAL  
EQUIPMENT UPGRADES  
RIDDLE FARM WASTEWATER TREATMENT PLANT  
WORCESTER COUNTY, MARYLAND



AUGUST 2023

GMB FILE NO. 220047

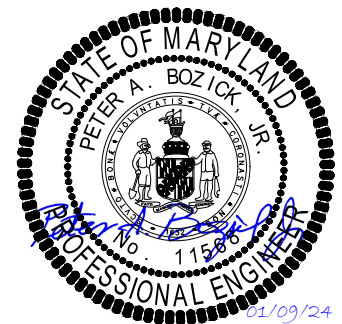
**GMB**

GEORGE, MILES & BUHR, LLC

**ARCHITECTS/ENGINEERS**

206 WEST MAIN STREET  
SALISBURY, MD 21801  
410.742.3115

SALISBURY/BALTIMORE/SEAFORD



**RIDDLE FARM WASTEWATER TREATMENT PLANT  
EQUIPMENT UPGRADES**

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11601	Safety Equipment.....	11601-1	THRU	11601-5

**DIVISION 12 – FURNISHINGS**

Not Used

**DIVISION 13 – SPECIAL CONSTRUCTION**

13100	Waste Backwash Settling Tank .....	13100-1	THRU	13100-11
13400	Instrumentation .....	13400-1	THRU	13400-3

**DIVISION 14 – CONVEYING SYSTEMS**

14300	Hoists and Cranes.....	14600-1	THRU	14600-3
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**DIVISION 15 – MECHANICAL**

Not Used

**DIVISION 16 – ELECTRICAL**

16010	Electrical Demolition.....	16010-1	THRU	16010-2
16050	Basic Electrical Materials and Methods.....	16050-1	THRU	15050-4
16060	Grounding and Bonding .....	16060-1	THRU	16060-5
16073	Hangers and Supports for Electrical Systems ...	16073-1	THRU	16073-4
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16120	Conductors and Cables.....	16120-1	THRU	16120-5
16123	Control-Voltage Electrical Power Cables .....	16123-1	THRU	16123-8
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17050	Basic Control System Materials and Methods...	17050-1	THRU	17050-4
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**SECTION 00111 – ADVERTISEMENT FOR BIDS  
WORCESTER COUNTY COMMISSIONERS  
RIDDLE FARM WASTEWATER TREATMENT PLANT (WWTP)  
EQUIPMENT UPGRADES  
CONTRACT DURATION: 360 CALENDAR DAYS**

ADVERTISEMENT FOR BIDS

Sealed bids for the **RIDDLE FARM WWTP EQUIPMENT UPGRADES** will be received by **Worcester County Commissioners** at the offices located at **1 West Market Street, Snow Hill, MD 21863**, until **2:00 PM** local time on **Month, Day, 2024**, at which time the Bids received will be **publicly** opened and read aloud in **Room 103**.

Work consists of furnishing and installing equipment upgrades for replacing the (1) MBR membranes and associated controls; (2) installing new internal recycle pumps; (3) new blower for the membrane cleaning tank; (4) replacement of an existing hoist and crane assembly as well as installation of a new mono-rail beam and hoist assembly; (5) backwash water pump station and reclaimed water settling tank for the Riddle Farm Water Treatment Plant (ADD ALTERNATE); (6) variable speed drives for the Process Blowers; (7) associated piping, valves, flow meters and all associated appurtenances. The MBR replacement membranes and associated equipment was secured by the OWNER through an MDE approved competitive procurement and will be furnished by VEOLIA - ZENON under a fixed-price contract applicable to all BIDDERS.

The Issuing Office for the Bidding Documents is **GEORGE, MILES & BUHR, LLC, 206 West Main Street, Salisbury, Maryland, (410) 742-3115**. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of **8:00 AM to 4:00 PM** and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents also may be examined at the **Ocean Pines Wastewater Treatment Plant** office located at **1000 Shore Lane, Berlin, MD 21811**, (410) 641-5251, on Mondays through Fridays between the hours of **9:00 AM to 4:00 PM**.

Copies of the Contract Documents may be purchased at the office of George, Miles & Buhr, LLC, 206 West Main Street, Salisbury, Maryland 21801, upon payment of Fifty Dollars (\$50.00) for each flash drive, non-refundable. Hard copies may be purchased for Two Hundred Dollars (\$200.00). Checks shall be made payable to George, Miles & Buhr, LLC. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

A pre-bid conference will be held at the project site on **DAY, DATE, 2024, 10:00 AM** local time to allow Contractors an opportunity to obtain information on the project from the Consulting Engineer and the Owner. Attendance at the pre-bid conference is not mandatory.

Any Contractor having questions concerning the bid should submit them in writing via email to the Issuing Office at [nrice@co.worcester.md.us](mailto:nrice@co.worcester.md.us) no later than **2:00 PM**, on **Month, Day, 2024**. Questions shall include the project name (RIDDLE FARM WWTP EQUIPMENT UPGRADES) in the subject heading.

# ITEM 12

Each bid must be accompanied by a Bid Bond payable to the Owner for five percent (5%) of the total amount of the bid. No bidder may withdraw his bid within one hundred (100) days after the actual date of the opening thereof.

This Advertisement is issued by:

Owner: Worcester County  
By: Nicholas Rice  
Title: Procurement Officer  
Date: **Month, Day, 2024**

**DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS**

**SECTION 00200 - INSTRUCTIONS TO BIDDERS**

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## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely upon sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf). It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and

responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Bidder is to submit C-451 "Qualifications Statement" with its Bid to demonstrate Bidder's qualifications to perform the Work.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

### ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

### ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

#### 5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

#### 5.02 *Existing Site Conditions*

##### A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

- 1. The Supplementary Conditions identify the following regarding existing conditions at the Site:
  - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

- c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
  3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

### 5.03 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit, the Bidder must not disturb any ongoing operations at the Site.
- B. A Site visit is usually scheduled following the pre-bid conference.
- C. Bidders visiting the Site are required to arrange their own transportation to the Site.
- D. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the Owner. Bidder must conduct the required Site visit during normal working hours.
- E. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions. However, Bidder is responsible for making reasonable inspections of Site conditions in accordance with Article 6.
- F. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- G. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

- H. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### 5.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

#### 5.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

### **ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

#### 6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

### **ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents. All Bidders shall acknowledge receipt of all Addenda on the Bid Form. Failure to do so may result in Bid rejection.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

### **ARTICLE 8—BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the

General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents. Bid security must be at least 5% of the Bidder's maximum Bid price. The Bid Bond included in the Bidding Documents must be completed and submitted with the Bid. All Bids without the properly executed Bid Bond in the format as required herein may be rejected.

- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults. The next low Bidder in order of Bid price shall then be considered the lowest responsive Bidder and the Contract will be awarded to him. Should this Bidder default, the next low Bidder shall be considered and so on. In each case, a defaulting Bidder forfeits the Bid security.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

## **ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

## **ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner. Substitutes and "or-equal" materials and equipment may be proposed by Contractor in



accordance with Paragraphs 7.05 and 7.06 of the General Conditions after the Effective Date of the Contract.

- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

## **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 Bidders must submit to Owner a list of the subcontractors proposed for each type of work identified in the Bid Form. Subcontractors shall be duly licensed in the State of Maryland.
- 11.02 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.
- 11.04 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07A.
- 11.05 Contractor shall provide Owner within thirty (30) days of signing the Agreement, copies of all business or occupational licenses required of Subcontractors that will perform work on the Contract. If a Subcontractor is hired or contracted more than twenty (20) days after Contractor signed the Agreement, the occupational or business licenses of the Subcontractors shall be provided to Owner within ten (10) days of being contracted or hired. These timeframes do not preclude Owner from making an earlier request for a copy of the business or occupational licenses of the Subcontractors in performing an investigation of a Subcontractor under this Article.

## **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink or typewritten and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein. Failure to comply may be cause for rejection. No allowances, segregated Bids or assignments will be considered. State all amounts in numerical figures. A Bidder shall make no additional stipulations on the Bid Form to qualify

his Bid by attachments or any other matter. Stipulations or qualifications will be subject to Bid rejection.

- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
  - 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
  - 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
  - 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
  - 12.06 A Bid by an individual must show the Bidder’s name and official address.
  - 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
  - 12.08 All names must be printed in ink below the signatures.
  - 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
  - 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
  - 12.11 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
  - 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder’s licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such evidence of certification to the Bid. Bidder’s state contractor license number, if any, must also be shown on the Bid Form.

## ARTICLE 13—BASIS OF BID

### 13.01 *Lump Sum*

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

### 13.02 *Base Bid with Alternates*

- A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

### 13.03 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity”, which Owner or its representative has set forth in the Bid Form, for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

### 13.04 *Allowances*

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

## ARTICLE 14—SUBMITTAL OF BID

14.01 Within each copy of the Bidding Documents, the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be sealed in a plainly marked package with the Project title, the Bid Opening date and time, and the Bidder's name, address, and Maryland license number. Each Bid shall be completed on the forms provided. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid must be addressed to the location designated in the Advertisement.

14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to

the Bidder unopened. Oral, telegraphic, electronic, or telephonic Bids are invalid and will not receive consideration.

## **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 Bids may not be withdrawn within one hundred (100) days after the Bid Opening.

## **ARTICLE 16—OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

## **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities or minor defects.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
  - A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

- B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- 18.08 If a Bidder wants to protest a bid award, he/she must submit a formal letter to the Finance Director within fifteen (15) days of contract award.

## **ARTICLE 19—BONDS AND INSURANCE**

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

## **ARTICLE 20—SIGNING OF AGREEMENT**

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within ~~15~~ 20 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

## **ARTICLE 21—SALES AND USE TAXES**

- 21.01 The Contractor shall be responsible for the payment of any state taxes, if any, assessed in relation to the work, including but not limited to gross receipt taxes. Taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

## **ARTICLE 22—CONTRACTS TO BE ASSIGNED**

- 22.01 Bidder's attention is directed to the provisions of Paragraph 10.02 of the Agreement which provide for the assignment of the EQUIPMENT SUPPLY AND SERVICES CONTRACT for furnishing Goods and Special Services covered by these Bidding Documents to a construction contractor designated by the OWNER to construct the MEMBRANE BIO-REACTOR (MBR). The application of the terms and conditions of the Contract Documents after the Contract has been assigned to the

construction contractor should be considered by Bidder. Timing of the assignment is set forth in the Agreement. Forms documenting the assignment of the Contract and for the agreement of the Seller's surety to such assignment are included as attachments to the Agreement.

- A. Owner as "buyer" has executed a contract with Zenon Environmental Corporation d/b/a Veolia as "seller" for the procurement of goods and special services for the Membrane Bio-Reactor (MBR) System. The materials and equipment provided for in the procurement contract are to be furnished and delivered to the Riddle Farm WWTP for installation by Contractor. The said procurement contract will be assigned by Owner to Contractor as set forth in the Agreement. Contractor will accept the assignment and assume responsibility for the "seller", who will become a Subcontractor to Contractor.



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: March 20, 2024  
RE: Proposed Private Lane Name – Stevens Farm Lane

\*\*\*\*\*

Attached please find a memo from Kelly Henry, Technical Services Manager, relative to a request that was received for the naming of a currently existing and unnamed private lane which will serve a 5-lot subdivision that was recorded last year. The property owners are proposing to name the private lane “Stevens Farm Lane”. We are requesting your approval of the private road name so that we may assign the addresses to the properties along this lane.

If approved, I have taken the liberty of drafting a resolution to that effect which is attached. 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  
Dallas Baker, Director, Dept. of Public Works  
Kevin Lynch, County Roads Superintendent, DPW  
Kelly Henry, Technical Services Manager

RESOLUTION NO. 24-\_\_\_

RESOLUTION NAMING A PRIVATE LANE  
OFF OF ST. MARTIN'S NECK ROAD  
IN BISHOPVILLE AS  
STEVENS FARM 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 buildable lots or 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 a private lane off of St. Martin's Neck Road in Bishopville associated with an existing private lane to serve a five lot subdivision; and

WHEREAS, the applicant has suggested that Stevens Farm Lane is an appropriate name which is 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 lane known as Stevens Farm Lane located on the northeasterly side of St. Martin's Neck Road in Bishopville in the Fifth Tax District of Worcester County, Maryland as shown on Worcester County Tax Map 10, Parcel 67, Lots 1, 2, 3, 4 and 5 are hereby named **Stevens Farm 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 \_\_\_\_\_, 2024. This Resolution shall be effective immediately.





DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

GOVERNMENT CENTER  
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SNOW HILL, MARYLAND 21863  
TEL:410.632.1200 / FAX: 410.632.3008

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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: March 15, 2024  
RE: Private Road Name Request

\*\*\*\*\*

A five (5) lot minor subdivision off Saint Martin’s Neck Road was recorded in Land Records June 30, 2023. The plat indicates the residential lots will utilize and share an existing lane for ingress and egress to the public road. In accordance with Public Safety Article 6-101(e), the private lane shall be named which will be approved by the County Commissioners. The Department is in receipt of an executed Private Name application with three (3) names for consideration.

According to State Department of Assessment & Taxation records the property is owned by Isaiah C. Mumford, Limited Partnership, Kevin Lynch, and Vaughn Lynch. The property owners have submitted the following names: **Stevens Farm Lane**, Whitetail Lane, and Doe Run Lane. I have compared these names with the names listed in the County Roads Inventory and the County’s GIS Road centerline database. Stevens Farm Lane and Doe Run Lane are acceptable. However, Whitetail Lane is a duplicate of an existing road name and is therefore not acceptable. The road name analysis is attached for your reference.

I would like to request that the Commissioners approve the private road name, **Stevens Farm Lane**, which is the applicants’ first choice. As always, I am available to discuss this matter in greater detail if necessary. For your reference I have attached the application, road name analysis, and subdivision plat. Thank you for your time and consideration.

Attachments (3)

Cc: Roscoe Leslie, County Attorney  
Billy Birch, Jr. Director Department of Emergency Services  
Kevin Lynch, Superintendent Roads Division



DEPARTMENT OF EMERGENCY SERVICES

**Worcester County**

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL:410.632.1311 / FAX: 410.632.2141

John W. Birch, Jr., Director  
James Hamilton, Deputy Director

**PRIVATE ROAD NAME APPLICATION**

We, Isaiah C. Mumford Family, LLP, Keith Lynch & Vaughn Lynch are applying to the Worcester County Commissioners for a request to name a private road off Saint Martin's Neck Road which will serve as access for five (5) lots – Plat 253 / 54-56 recorded June 20, 2023.

Lands of Isaiah C. Mumford Family LLP & Keith & Vaughn Lynch			
State Department of Assessment & Taxation Information			
Map	Parcel	Lot	SDAT Account ID No.
10	67	1	24-05-769825
10	67	2	24-05-769826
10	67	3	24-05-769827
10	67	4	24-05-769828
10	67	5	24-05-769829
10	67		24-05-009596

Circle one: **New Lane Name** or Change Existing Road Name

List below a minimum of three road name proposals to be considered. If this is an application for a new road, please place N/A in the "Existing Name" box.

Existing Road Name	Proposed Road Name
	Stevens Farm Lane
N/A	Whitetail Lane
	DOE RUN LANE

Pursuant to Section PS 6-101(e) of the County Code a private lane serving 3 or more habitable structures or lots is to be designated with a name approved by the Department of Emergency Services and adopted by the County Commissioners. We also understand that address numbers must be posted at the entrance to the private lane so they are visible from the public road in both directions.

Signed: Keith Lynch Date: 3-8-24 Phone /Email 410-524-6688

Signed: Vaughn Lynch Date: 3-8-24 Phone /Email 410-251-3264

Signed: Isaiah C. Mumford Date: 3/8/24 Phone /Email 410-726-0819

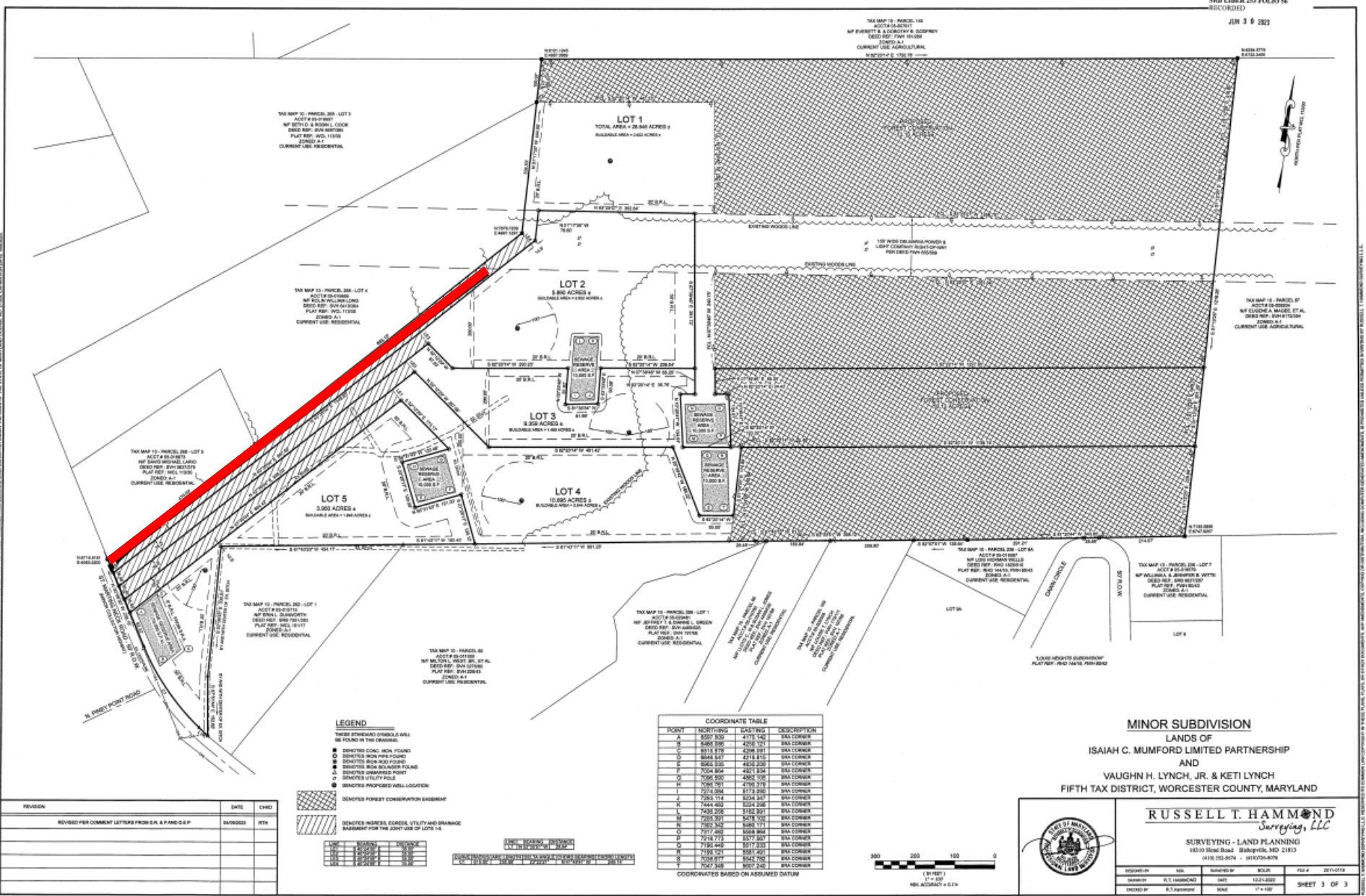
**Each property owner on the requested private lane must complete a form.**

Please return this form to: Department of Development Review & Permitting - Kelly Henry, Technical Services Division Manager – [khenry@co.worcester.md.us](mailto:khenry@co.worcester.md.us) – Worcester Government Center - 1 West Market Street – Snow Hill, Maryland 21863 – 410-632-1200, extension 1130

*Citizens and Government Working Together*

Isaiah C. Mumford, Limited Partnership and Vaughn H. Lynch and Keith Lynch—Minor Subdivision  
 Recorded in Worcester County Land Records SRB 253 / 54-56

Existing Lane





Private Lane Name Analysis

Stevens Farm Lane	
Existing Road Name	Area
Steverson Lane	Berlin
Stevens Road	Snow Hill
Stevens Street	Snow Hill
Adkins Farm Lane	Pocomoke City
Thoroughfare Farms Road	West Ocean City
Newport Farms Drive	Berlin
Shiloh Farms Road	Ironshire

Whitetail Lane	
Existing Road Name	Area
Whitetail Lane	Berlin
Whitetail Court	Berlin - "Deer Point"

Doe Run Lane	
Existing Road Name	Area
Doe Drive	Berlin
Cedar Run	Pocomoke City
Rumrunner Drive	Berlin - "Assateague Point"
Quail Run Lane	West Ocean City
River Run Lane	Berlin - "River Run"
Rabbit Run Lane	Ocean Pines
Stones Run	Ocean Pines
Frigate Run	Ocean Pines

Stevens Farm Lane and Doe Run Lane are not a duplicate of or in conflict with an existing road name in Worcester County.



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ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer  
FROM: Jennifer K. Keener, AICP, Director  
DATE: March 20, 2024  
RE: Proposed Private Lane Name – Osprey Lane

\*\*\*\*\*

Attached please find a memo from Kelly Henry, Technical Services Manager, relative to a request that was received for the naming of a currently unnamed private lane which serves nine (9) existing residential lots. It is unclear why the lane was not previously named; however, it was recently brought to our attention last fall following a fire at one of the dwellings wherein the fire department had difficulty locating the dwelling as it is currently addressed off South Point Road.

The South Point Association has suggested the name “Osprey Lane”. Staff has also recommended “Bay Shore Lane” or “Seventh Lane” in keeping with the subdivision plat. All three names are acceptable.

This situation is a bit unique in that staff received an email from one of the owners on behalf of several others requesting that their addresses are not changed, and that a sign be posted at the end of the lane with the addresses clearly shown to direct emergency responders and deliveries. While I understand the property owners’ desire not to change their road name, § PS 6-101(e) does not provide any exceptions to this requirement where there are three or more inhabitable structures or buildable lots. A copy of the code language is attached.

We are requesting your approval of the private road name so that we may assign the addresses to the properties along this lane. If approved, I have taken the liberty of drafting a resolution 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  
Dallas Baker, Director, Dept. of Public Works  
Kevin Lynch, County Roads Superintendent, DPW  
Kelly Henry, Technical Services Manager

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 23-01

---

BY: Commissioners Bertino, Bunting, Abbott, Elder, Fiori, Mitrecic, and Purnell  
INTRODUCED: December 20, 2022

---

A BILL ENTITLED

AN ACT Concerning

Emergency Services – General Provisions

For the purpose of amending the Public Safety Article to include a provision for the naming of a private lane and installation of signage when it is to be served by three or more buildable lots.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing § PS 6-101(e) be repealed and reenacted to read as follows:

- (e) Provisions for the naming of private lanes. All private lanes which have three or more inhabitable structures, including houses, mobile homes, businesses or other structures, or three or more buildable lots will be named by the County Commissioners. A sign will be erected which is compatible with the public roads signs currently in use by the Department of Public Works - Roads Division but of a contrasting color. It will be the responsibility of the Department of Public Works - Roads Division to erect said sign according to its specifications. Any buildings using the private lane must be readdressed using the newly named private lane. All costs associated with these provisions shall be the sole responsibility of the affected property owners.

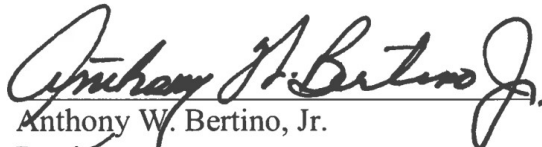
Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

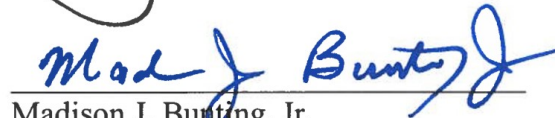
PASSED THIS 17th day of January, 2023.


Attest:

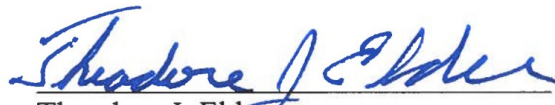
Worcester County Commissioners


  
\_\_\_\_\_  
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. Mitreic  
Commissioner

  
\_\_\_\_\_  
Diana Purnell  
Commissioner

RESOLUTION NO. 24-\_\_\_

RESOLUTION NAMING A PRIVATE LANE  
OFF OF SOUTH POINT ROAD  
IN BERLIN AS  
OSPREY 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 buildable lots or 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 a private lane off of South Point Road in Berlin which serves nine residential lots off of a 50 foot right-of-way shown on the 1964 Bay Shores subdivision plat; and

WHEREAS, the South Point Association has suggested that Osprey Lane is an appropriate name which is 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 lane known as Osprey Lane located on the easterly side of South Point Road in Berlin in the Tenth Tax District of Worcester County, Maryland as shown on Worcester County Tax Map 50, serving Parcel 24, Lots 1, 2, 3, 4, 5 and 6; Parcel 18, Block G, Lot 44; Parcel 34, Block F, Lots 25A and 37 are hereby named **Osprey 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 \_\_\_\_\_, 2024. This Resolution shall be effective immediately.



RESOLUTION NO. 24-\_\_\_

RESOLUTION NAMING A PRIVATE LANE  
OFF OF SOUTH POINT ROAD  
IN BERLIN AS  
BAY SHORES 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 buildable lots or 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 a private lane off of South Point Road in Berlin which serves nine residential lots off of a 50 foot right-of-way shown on the 1964 Bay Shores subdivision plat; and

WHEREAS, Bay Shores Lane is an appropriate name which is 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 lane known as Bay Shores Lane located on the easterly side of South Point Road in Berlin in the Tenth Tax District of Worcester County, Maryland as shown on Worcester County Tax Map 50, serving Parcel 24, Lots 1, 2, 3, 4, 5 and 6; Parcel 18, Block G, Lot 44; Parcel 34, Block F, Lots 25A and 37 are hereby named **Bay Shores 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 \_\_\_\_\_, 2024. This Resolution shall be effective immediately.

RESOLUTION NO. 24-\_\_\_

RESOLUTION NAMING A PRIVATE LANE  
OFF OF SOUTH POINT ROAD  
IN BERLIN AS  
SEVENTH 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 buildable lots or 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 a private lane off of South Point Road in Berlin which serves nine residential lots off of a 50 foot right-of-way shown on the 1964 Bay Shores subdivision plat; and

WHEREAS, Seventh Lane is an appropriate name which is 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 lane known as Seventh Lane located on the easterly side of South Point Road in Berlin in the Tenth Tax District of Worcester County, Maryland as shown on Worcester County Tax Map 50, serving Parcel 24, Lots 1, 2, 3, 4, 5 and 6; Parcel 18, Block G, Lot 44; Parcel 34, Block F, Lots 25A and 37 are hereby named **Seventh 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 \_\_\_\_\_, 2024. This Resolution shall be effective immediately.



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

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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: March 18, 2024  
RE: Private Lane Matter – “Bay Shores”

\*\*\*\*\*

In October 2023, Berlin and West Ocean City Fire Departments responded to a fire on a private lane off South Point Road. According to a report, the firemen had difficulty locating the property saying the street numbers were not posted on the mailboxes or on the dwellings. This private lane is the platted unimproved Seventh Street shown on the “Bay Shores” plat recorded in 1971. There are nine (9) residential lots that front on this lane. Five of the Seven dwellings using this shared lane as access to South Point Road were built in the early 2000’s. The other two houses were built in the 1940’s. For some reason this lane was not named when the Uniform Property Numbering System – Public Safety Article 6-101 was adopted in the 1980’s, or when building permits were issued.

Letters were mailed to the property owners in October and February alerting them of the addressing situation brought on by the fire and requesting suggestions for road names. It’s been my standard practice not to change addresses during the months of November or December due to holiday deliveries. The South Point Association had several meetings relative to this matter and even submitted a proposed name for the private lane “Osprey Lane”. If the private lane is named, I would suggest “Bay Shores Lane or Seventh Lane” in keeping with the subdivision. All three name suggestions are acceptable. But as one owner noted, naming the road is not going to remedy the situation. The street numbers need to be clearly visible on the mailboxes and on the structures. This problem exists throughout the county. After a visual inspection in February, the street numbers were not easily identifiable on 4 of the 7 mailboxes, but all the street numbers were posted on the structures, except for one. That house appeared to be undergoing renovations and the street number was on a stone at the driveway entrance. In lieu of re-addressing the community which would be an expense and inconvenience, the property owners have suggested posting a sign at the intersection of the private lane and South Point Road which would display all the street numbers with an arrow.

For your reference I have attached a series of supporting documents. As always, I am available to discuss this matter in more detail. The property owners along with the South Point Association would like to be notified of when this matter will be brought before the Commissioner so that they may attend to voice their concerns.

## Attachments

Cc: Roscoe Leslie, County Attorney  
Bill Birch, Jr. Emergency Services Director  
Matt Owens, Fire Marshal  
Rob Korb, Deputy Fire Marshal  
Neela Robbins  
Scott Walker  
Keith & Sarah Bailey  
Giovanni & Jennifer David  
Cynthia Betterson  
Gavin & Beth McGinty  
Robert & Pamela Drocella  
Michael LeCompte, South Point Association President

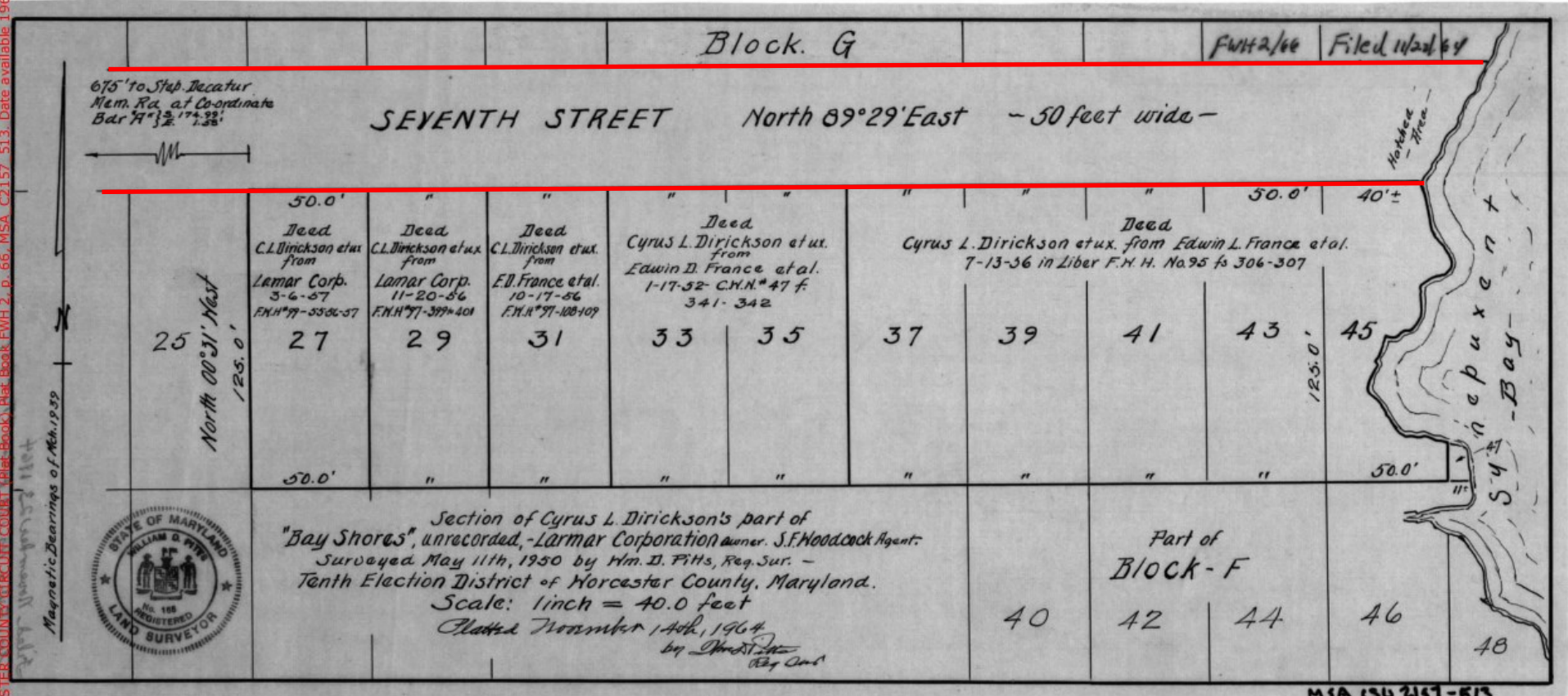
## Index of Attachments:

Subdivision Plats (3 pages).  
2022 Aerial with State Department of Assessment & Taxation information.  
Example of address road sign suggested by property owners.  
Worcester County Code of Public Local Laws – PS 6-101(e).  
Road Name Comparison.  
Example of property owner letter 2/15/2024.  
Memo to Jennifer Keener and Roscoe Leslie 2/14/2024.  
Emails – October to March  
Letter from South Point Association 1/29/2024  
Example of property owner letter 10/16/2024

Plat Book 2 / 66: Bay Shores

Recorded: November 23, 1964

"Bay Shores" Plat History - Land Records		
Date of Re- cordation	Plat Title	Recording Reference
11/23/1964	"Bay Shores"	FWH 2 / 66
1/29/1965	"Bay Shores"	EWB 1 / 25
10/15/1971	"Bay Shores"	FWH 19 / 32
7/21/1987	Item I & II - Hoyt Peck Estate	WCL 112 / 62
12/26/1990	Edward & Joan Valentine -	RHO 128 / 51



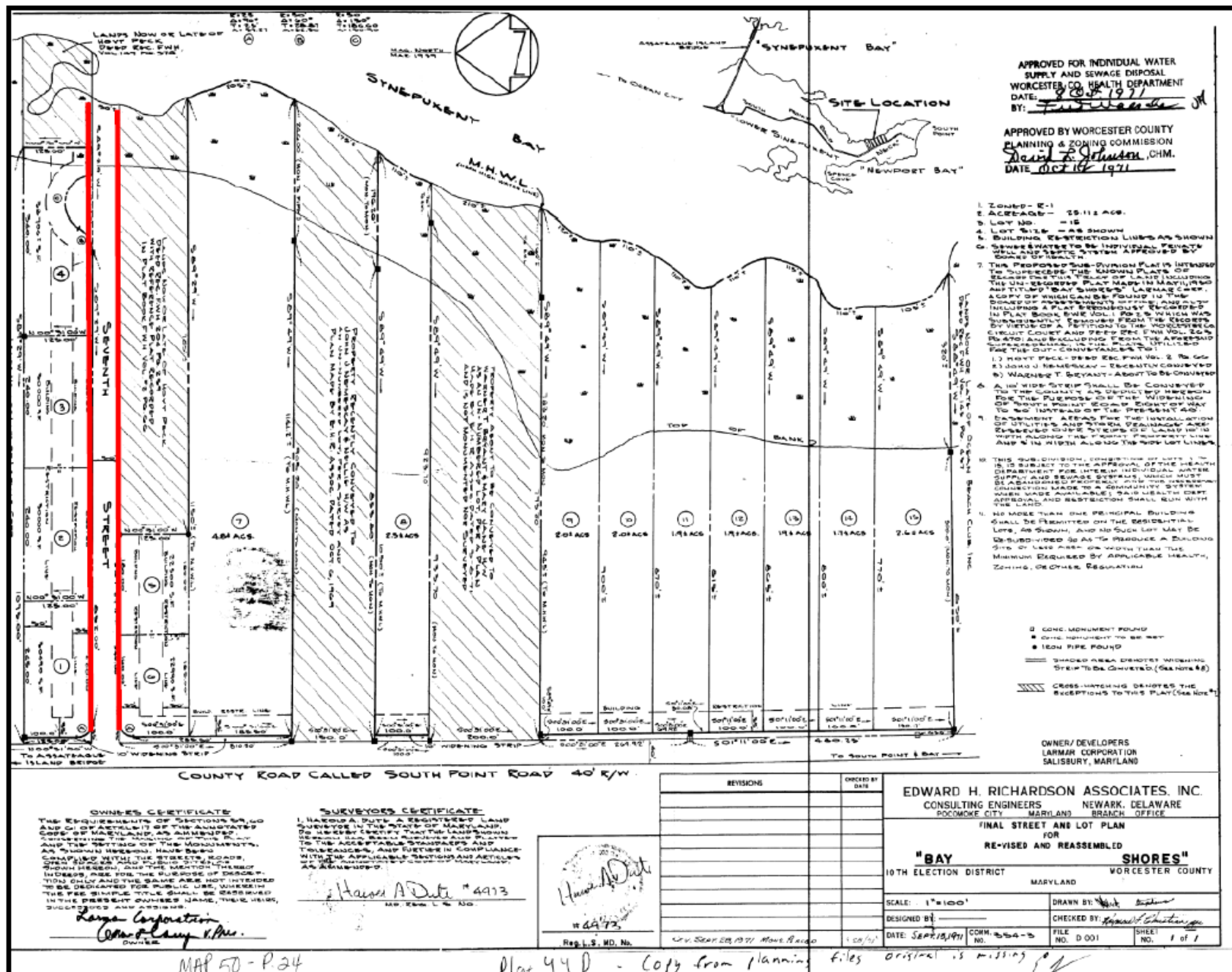
ESTER COUNTY COURTY COURT Plat Book, Plat Book FWH 2, p. 66, MSA C2157 513. Date available 196

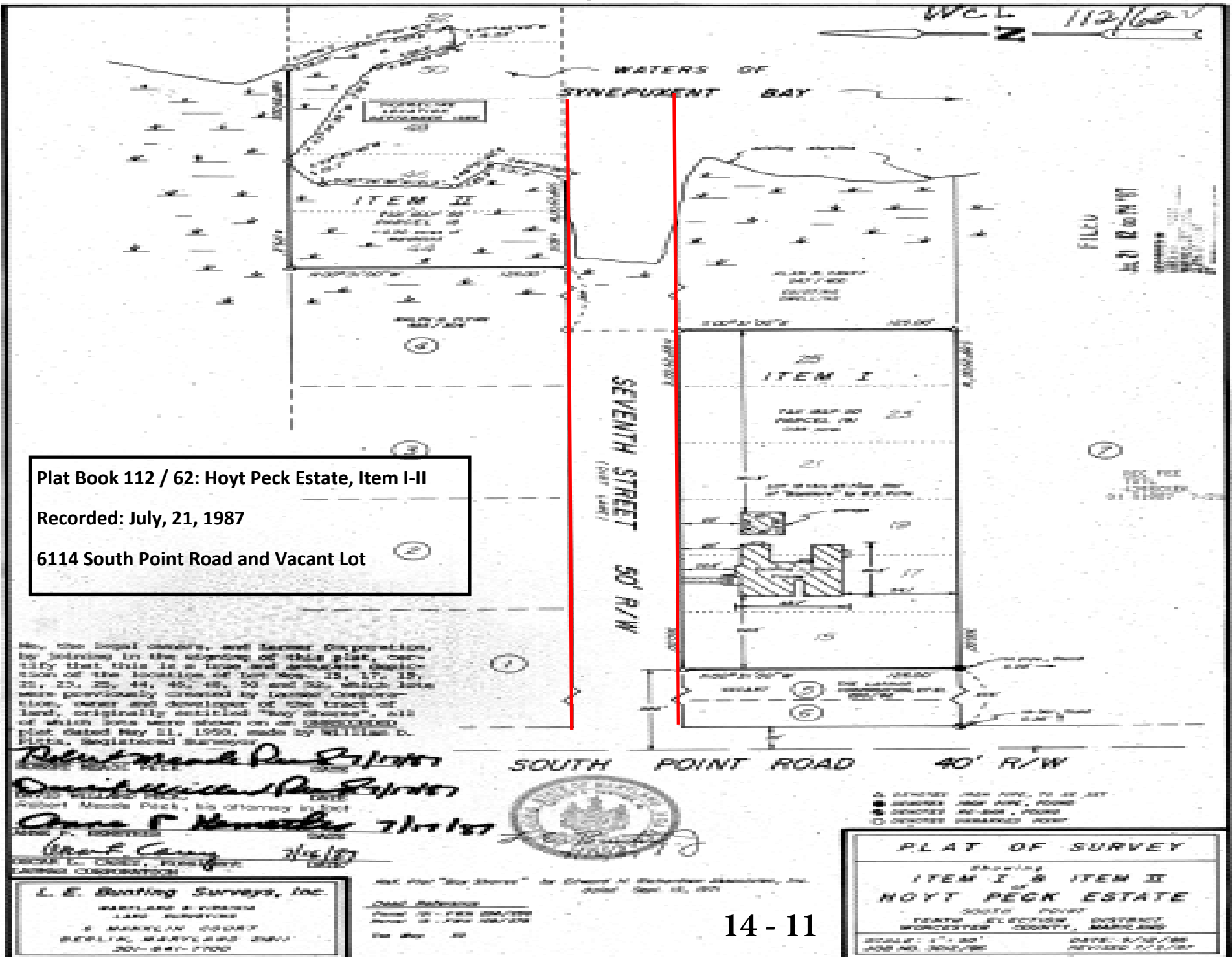
MSA (SU 2157-513



Plat Book 19 / 32: Bay Shores

Recorded: October 15, 1971

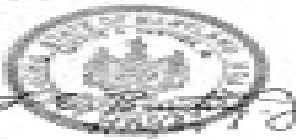




Plat Book 112 / 62: Hoyt Peck Estate, Item I-II  
 Recorded: July, 21, 1987  
 6114 South Point Road and Vacant Lot

We, the legal owners, and former Corporation, do hereby certify that this is a true and accurate description of the location of lots Nos. 23, 17, 15, 21, 25, 44, 42, 46, 50 and 52, which lots were previously created by former Corporation, under and division of the tract of land, originally entitled "Hoyt Peck", all of which lots were shown on an UNRECORDED plat dated May 21, 1950, made by William C. Pitts, Registered Surveyor.

*Robert Meade Peck* 7/21/87  
*Quinn Peck* 7/21/87  
*Anna S. Peck* 7/21/87  
*Grant Peck* 7/21/87



- SURVEYED FROM PLAT, TO BE SET
- SURVEYED FROM PLAT, FOUND
- SURVEYED FROM PLAT, FOUND
- SURVEYED FROM PLAT, FOUND

**L. E. Stauffing Surveyors, Inc.**  
 MARYLAND IS FURNISHING  
 LAND SURVEYING  
 & MAPPING AN OIGS/OT  
 SPECIAL SERVICE AND SURV  
 202-547-7700

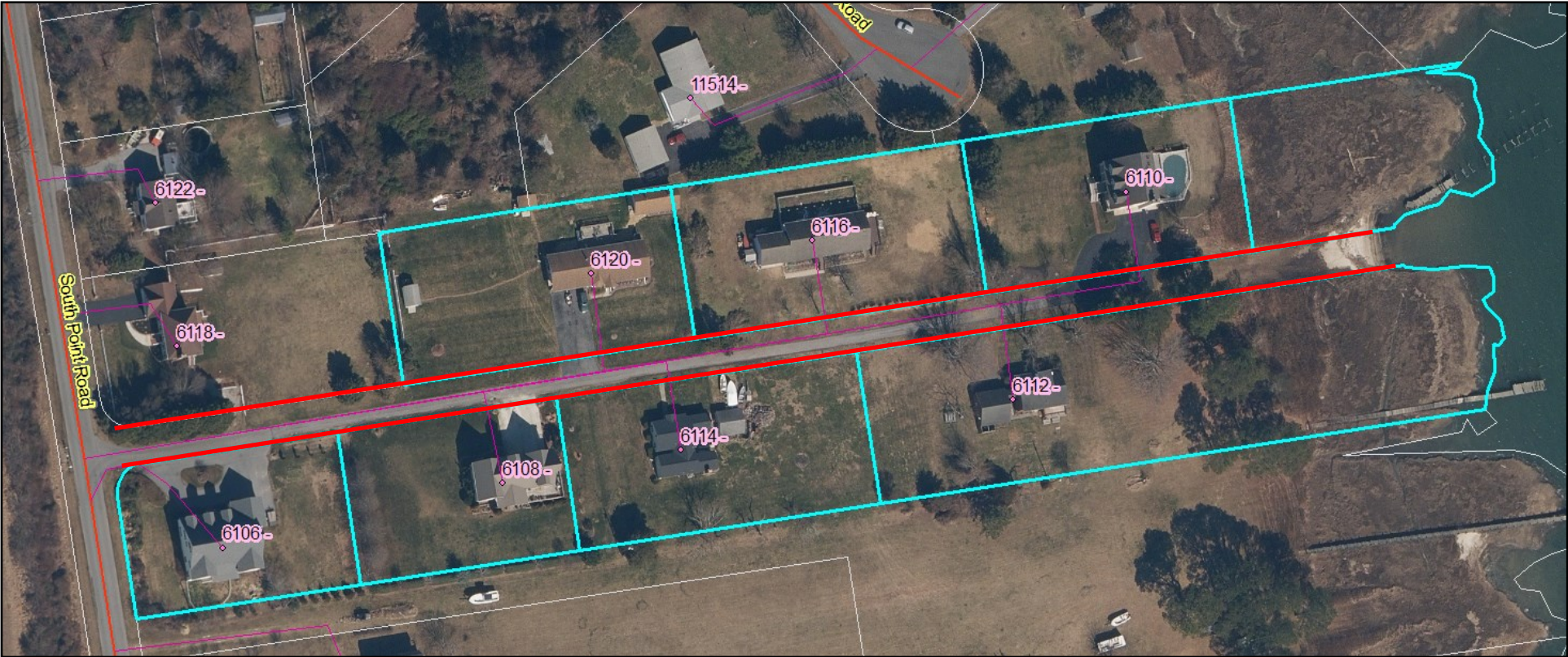
For the "Boy Scouts" of America, Inc. Surveyor General, Inc.  
 Date of Survey: 7/21/87  
 Surveyed by: L. E. Stauffing  
 Surveyed by: L. E. Stauffing

**PLAT OF SURVEY**  
 SHOWING  
**ITEM I & ITEM II**  
**HOYT PECK ESTATE**  
 SOUTH POINT  
 TOWNSHIP, WORCESTER COUNTY, MARYLAND  
 SCALE: 1" = 50'  
 DATE: 7/21/87  
 SURVEYED BY: L. E. STAUFFING



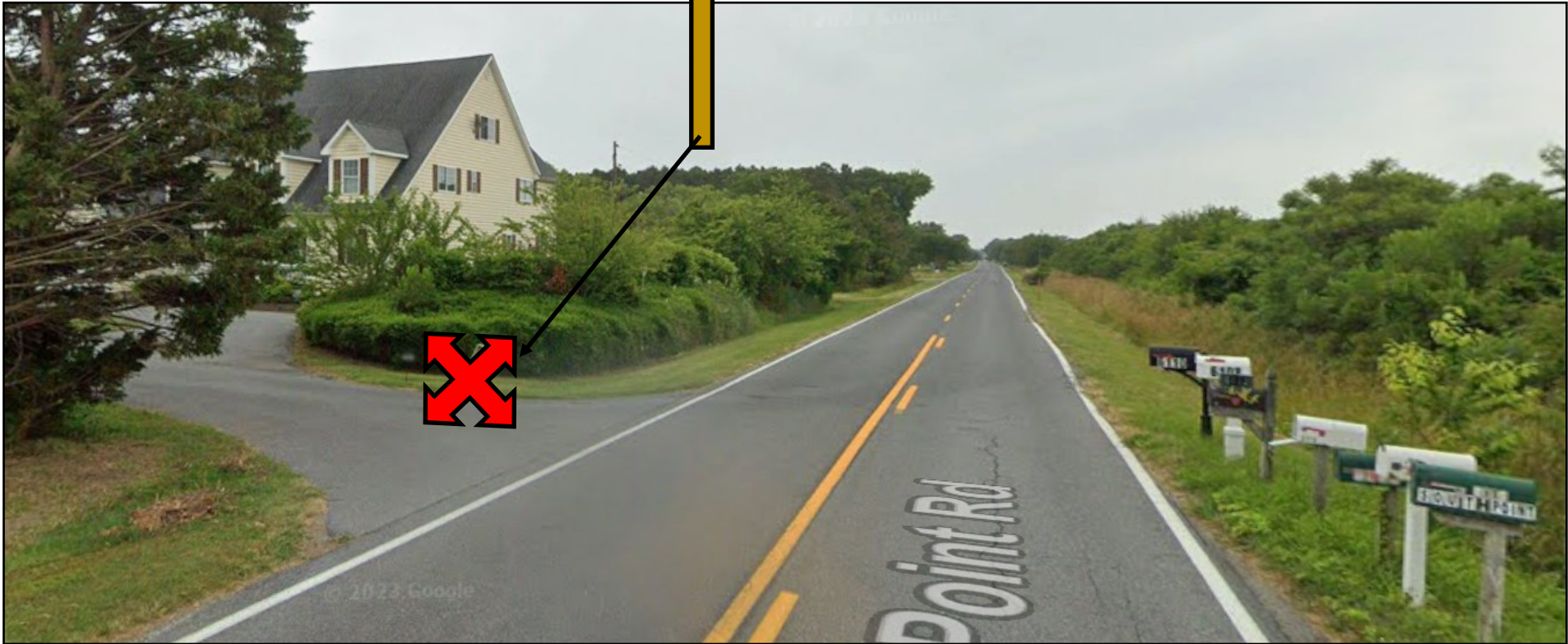
State Department of Assessment & Taxation Records								
Account ID No.	Tax Map	Parcel	Lot No.	Property Owner	Street No.	Street Name	Residency Status	Built
24-10-021855	50	24	1	Neela Robbins	6118	South Point Road	Primary	2002
24-10-375152	50	24	2	Scott Walker	6120	South Point Road	Primary	2002
24-10-021901	50	24	3	Keith & Sarah Bailey	6116	South Point Road	Primary	2002
24-10-021685	50	24	4	Giovaani & Jennifer David	6110	South Point Road	Primary	2001
24-10-021979	50	18	44	Neela Robbins	Vacant			
24-10-375460	50	24	6	Cynthia Betterson	6106	South Point Road	Primary	2003
24-10-021871	50	24	5	Gavin & Beth McGinty	6108	South Point Road	Primary	2005
24-10-021588	50	34	25A	Robert & Pamela Drocella	6112	South Point Road	Secondary	1940
24-10-021553	50	34	37	Melinda Walker, Andrew Walker, Laurie Craft, et al	6114	South Point Road	Secondary	??

Platted "Seventh Street" is approximately 1047 linear feet from South Point Road to Sinepuxent Bay. Hard surface ranges from 8.5' to 10.5' in width. The unimproved road is platted with a 50 foot right-of-way.





- 6106
- 6108
- 6110
- 6112
- 6114
- 6116
- 6120



Worcester County Code of Public Local Laws:

Public Safety Article—Uniform Property Numbering System - PS 6-101 (e)

Provisions for the naming of private lanes. All private lanes which have three or more inhabitable structures, including houses, mobile homes, businesses or other structures, will be named by the County Commissioners. A sign will be erected which is compatible with the public roads signs currently in use by the Department of Public Works - Roads Division but of a contrasting color. It will be the responsibility of the Department of Public Works - Roads Division to erect said sign according to its specifications.

[Amended 4-20-1999 by Bill No. 99-2

## ROAD NAME COMPARISON

Bay Shores Lane	
Existing Road Name	Area
Bayberry Drive	Assateague Island
Bayside Campground Lane	Assateague Island
Bay Street	Berlin
National Seashore Lane	Berlin - Assateague Island
Bay Ridge Drive	Berlin - Assateague Point
Bay Watch Drive	Berlin - Assateague Point
North Bay Breeze	Berlin - Assateague Point
South Bay Breeze	Berlin - Assateague Point
Bayscape Drive	Berlin - Bayside
Hidden Bay Drive	Berlin - Bayside
Bay Vista Drive	Berlin - Mystic Harbour
Misty Shore Drive	Berlin - Mystic Harbour
Shore Break Lane	Berlin - Oceans East
Ashore Lane	Berlin - Shore Point Cottages
Shore Point Cottage Lane	Berlin - Shore Point Cottages
Bay Landing Drive	Berlin - Sinepuxent Landing
Bay Landing Drive	Berlin - South Point
Bay Point Lane	Berlin - South Point
Newport Bay Drive	Berlin - South Point
Sweet Bay Drive	Berlin - Willow Brook
Bayview Road	Girdletree
BaysEend	Ironshire
Bay Harbour Road	Newark
Bay Front Lane	Ocean City
Bay Overlook Lane	Ocean City
Bayshore Drive	Ocean City
Bayview Lane	Ocean City
Seabay Drive	Ocean City
Seabay Lane	Ocean City
Shore Point Drive	Ocean City
Shore Point Mews	Ocean City
South Bay Drive	Ocean City
Baybreeze Lane	Ocean Pines
Bayou Court	Ocean Pines
Bayview Court	Ocean Pines
Offshore Lane	Ocean Pines
Shore Lane	Ocean Pines
Shore Line Lane	Pocomoke City
Bayside Road	Public Landing
North Bay Street	Snow Hill
South Bay Street	Snow Hill

ROAD NAME COMPARISON

Bay Shores Lane	
Parkers Bay Road	Stockton
Vista Bay Lane	West Ocean City (WOC)
North Shore Road	WOC - Captains Hill
Bay Court Lane	WOC - Seaside Village
Bay Bouy Court	WOC - West Harbour Woods

Osprey Lane	
Existing Road Name	Area
Osprey Road	Ocean City
7th Lane	
Existing Road Name	Area
7th Street	Ocean City
7th Street	Pocomoke 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

TO: Jennifer K. Keener; DRP Director  
Roscoe Leslie, County Attorney  
FROM: Kelly L. Henry, Technical Services Division Manager  
DATE: February 14, 2024  
RE: Request to Name a Private Lane

\*\*\*\*\*

On October 11, 2023, Berlin and West Ocean City Fire Departments responded to a house fire on a private lane off South Point Road. The firemen had difficulty locating the property since the street numbers were not posted on the mailboxes or on the dwellings. This private lane is the same roadway as the platted unimproved Seventh Street shown on the “Bay Shores” plat recorded in Plat Book Liber 19 Folio 32 on October 15, 1971. There are nine (9) residential lots that front on this lane. This lane was not named when the Uniform Property Numbering System – Public Safety Article 6-101 was adopted in 1988, nor was it improved to meet county road standards for dedication.

I was contacted by Michael LeCompte, South Point Association President regarding this public safety matter and the need to have this roadway named and addresses properly posted. On October 16, 2023, letters were mailed to eight (8) property owners fronting this private lane informing them of the public safety issue and requesting suggestions for a name. In November, the only owner that contacted the office noted that naming the road would not correct the problem of the street numbers not being properly posted on the mailbox, house or at the driveway entrance. Due to the volume of holiday deliveries, I have made it a practice not to change addresses until after the New Year.

I need guidance as to how to proceed due to the nature of this situation. Typically, with a private lane the affected property owners complete a Private Road Name Application by suggesting a name, signing the application, and returning it to the county. This situation is quite different. None of the applications have been returned. The South Point Association has been very active in trying to resolve this public safety issue. In fact, on January 22, 2024, the Association had an executive meeting in which the impacted property owners were invited to attend and participate in the discussion. None attended. The Association formally voted to request the private lane to be named “Osprey Lane”. I have compared this road name to others within the county and do not see a conflict or duplication.

Please contact me if you need additional information. Thank you for your time.



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
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ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

February 15, 2024

Scott Walker  
6120 South Point Road  
Berlin, Maryland 21811

RE: Naming of Private Lane – Account ID No. 24-10-375452 – Tax Map 50, Parcel 24, Lot 2,  
and 6114 South Point Road - Account ID No. 24-10-021960 – Tax Map 50, Parcel 19, Lot 27

Dear Mr. Walker:

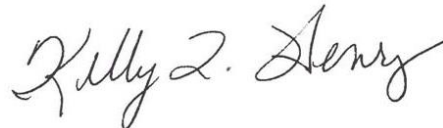
In October 2023 after a house fire in the community, I contacted you regarding the unnamed private lane which serves as access to your dwelling from South Point Road. First Responders from Berlin and Ocean City Fire Departments were delayed in responding to the 911 call since the street numbers were not properly posted on the mailbox, driveway entrance and/or house. Emergency personnel may not have known that there were multiple houses located on the travel way. The County's Uniform Property Numbering System requires all private lanes serving 3 or more habitable structures to be named by the County Commissioners. Named private lanes are posted with a road sign which meets county road specifications. This public safety requirement provides vital information to First Responders during an emergency when every second counts.

The South Point Association has taken an active role in trying to remedy this situation for the benefit of the community by inviting the property owners along said lane to participate in discussions regarding the matter. In fact, the South Point Association Executive Committee voted to submit "Osprey Lane" as a name for the private lane for consideration and approval by the County Commissioners. Normally the property owners fronting on a private lane submit road names for consideration. To date the County has only received feedback from one property owner. While the Commissioner's would prefer to have the consensus of the affected property owners, it is not required under this statute. Public safety is of the utmost importance to the Commissioners. If you want your voice heard please submit a written response and attach it to the enclosed Private Road Name Application or complete the Application. These documents can be mailed to the address above to my attention or emailed to [khenry@co.worcester.md.us](mailto:khenry@co.worcester.md.us).

Please note when the Commissioners name the private lane this action will change the physical / mailing address of every lot having direct access on the private lane. It will be the sole responsibility and cost of each property owner to change and post the new street number on the respective mailbox, dwelling and entryway, contact correspondents including alarm and utility companies and update licenses. The Department of Public Works - County Roads Division will install a road sign at the end of the private lane where it intersects with South Point Road. This Department will forward the new addresses to United States Postal Service, State Department of Assessment and Taxation, Verizon, Comcast, and Mediacom, and submit a change of address to Google Maps.

Please do not hesitate to contact me with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Kelly Z. Henry".

Kelly Henry

Technical Services Division Manager

#### Attachments

Cc: Billy Birch Jr, Emergency Services Department Director  
Jennifer K. Keener, Development Review & Permitting Director  
Roscoe Leslie, County Attorney  
Matt Owens, Fire Marshal  
Robert Korb Jr, Deputy Fire Marshal  
Michael LeCompte, South Point Association President



DEPARTMENT OF EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL:410.632.1311 / FAX: 410.632.2141

John W. Birch, Jr., Director
James Hamilton, Deputy Director

PRIVATE ROAD NAME APPLICATION

I, Scott Walker am applying to the Worcester County Commissioners for a request to name a private road located at Tax Map No. 50, Parcel 24, Lot 2 having an SDAT Account ID No. 24-10-375452 and Tax Map No. 50, Parcel 19, Lot 27 having an SDAT Account ID No. 24-10-021960. The current address(s) for this property is: 6114 and 6120 South Point Road.

Circle one: New Lane Name or Change Existing Road Name

List below a minimum of three road name proposals to be considered. If this is an application for a new road, please place N/A in the "Existing Name" box.

Table with 2 columns: Existing Road Name, Proposed Road Name. Row 1: Existing Road Name (N/A), Proposed Road Name. Row 2: Existing Road Name, Proposed Road Name. Row 3: Existing Road Name, Proposed Road Name.

Pursuant to Section PS 6-101(e) of the County Code a private lane serving 3 or more habitable structures or lots is to be designated with a name approved by the Department of Emergency Services and adopted by the County Commissioners.

We also understand that address numbers must be posted at the entrance to the private lane so they are visible from the public road in both directions and on individual houses.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Phone /Email \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Phone /Email \_\_\_\_\_

Each property owner on the requested private lane must complete a form.

Please return this form to: Department of Development Review & Permitting - Kelly Henry, Technical Services Division Manager - khenry@co.worcester.md.us - Worcester Government Center - 1 West Market Street - Snow Hill, Maryland 21863 - 410-632-1200, extension 1130



Email— Dated: 10/12/2023

To: Kelly Henry, Jennifer Keener, Matthew Laick

CC: Dwayne McGinnis, matt Owens, Robert Korb Jr.

From: Michael LeCompte - Michael.lecompte@comcast.net

**Ms. Henry,**

**Thank you for getting this roadway signage issue fixed. We will support your efforts anyway possible. The county road does need to be named, with currently seven dwellings located on this paved road, off of South Point Road. Also, notification of new designated house numbers, need to be clearly displayed by each homeowner! Your responding fire departments will really appreciate all of your efforts!**

**Regards,**

**Michael A. LeCompte, President**

**South Point Association, Inc.**

**Berlin, MD 21811-0033**

Email— Dated: 10/12/2023

To: Kelly Henry, Jennifer Keener, Matthew Laick

CC: Dwayne McGinnis, matt Owens, Robert Korb Jr.

From: Robert Korb Jr. Chief Deputy Fire Marshal

Hi Kelly,

I was at the fire last evening and observed the difficulty in finding the address involved quickly. We would support whatever options are available to help secure better addressing to provide prompt public safety response at this location in the future.

V/r,

Rob

Email—Dated: 10/12/2023

To: Jennifer Keener, Matthew Laick

CC: Dwayne McGinnis, matt Owens, Robert Korb Jr.

From: Kelly Henry

Jennifer and Matt:

I was contacted by Michael LeCompte, South Point Association President; today about a house fire on a property off of a private lane in South Point. It is the platted unimproved accessway shown as Seventh Street on the “Bay Shores” plat attached. According to Mr. LeCompte the Berlin and Ocean City Fire Companies had difficulty locating the residence since the street numbers were not posted on the mailboxes or dwellings. Apparently several home owners spoke of wanting to get the private lane named. In accordance with the Public Safety Article – Uniform Property Numbering System it should be. There are 7 dwellings with direct access to said private lane. One of the plats was recorded in 1971, so I do not know why the road was not improved and conveyed to the Commissioners, or named in the 1980’s when the E-911 system was created. Since I have ICS Training tomorrow, I will be contacting the property owners next week and start this process. Mr. LeCompte has offered his assistance to help facilitate the matter. He also mentioned that the Berlin and Ocean City Fire Chiefs and Deputy Fire Marshall Rob Korb maybe submitting letters requesting this private lane to be named. I will keep you in the loop.

Email—Dated: 1/22/2024

To: Michael LeCompte

From: Kelly Henry

Happy New Year to you !

I apologize for the delayed response.

I am still in need of a letter from Berlin Fire Department and / or Ocean City Fire Department regarding the need to have this private lane named as a public safety matter. You can also submit a separate letter from the South Point Association relative to this same issue and the proposal of road names. This situation is different than other naming of private lanes. I will need to seek guidance from my Director as well as the County attorney. I want to make sure this process is completed properly and I know both of them would be looking for support documentation.

Earlier you had discussed using Eagle Lane and Osprey Lane, but your phone message also mentioned Overlook Lane ?? I have run all 3 suggestions and do not see a conflict. Osprey Lane or Overlook Lane are better than Eagle Lane since Eagles Landing Road and Bald Eagle Road are along the MD Route 611 corridor.

Thank you for your time.

Email— Dated: 01/23/2024

To: Kelly Henry

From: Michael LeCompte - Michael.lecompte@comcast.net

**Ms. Henry: After much discussion about what to name the lane with 7 homes on it in South Point, we all agree to the name selection of "Osprey Lane." A letter will be mailed to you with this request of a name change and name picked in the next week from the South Point Association and the Berlin Fire Company.**

**If you need any further assistance from us, please contact me, anytime. Thank you for your assistance with this public safety issue.**

**Regards,**

**Michael A. LeCompte**

**President-South Point Association, Inc.**

**P. O. Box 33**

**Berlin, MD 21811**

Email—Dated: 1/23/2024

To: Michael LeCompte

From: Kelly Henry

Mr. LeCompte,

Just curious, have any of the property owners living on the private lane in question attended any of the South Point meetings? I was wondering if they have taken any active role in this matter on your end.

Email—Dated: 1/23/2024

To: Kelly Henry

From: Michael LeCompte

Ms. Kelly yes and no to your question!! All residents (S P A members) were formally invited to our South Point annual luncheon meeting with the entire membership on December 8, 2023. The lane names presented was discussed in detail, with all attendees, at the meeting. I am not sure how many attended our large annual meeting from this subject lane.

Email—Dated: 1/23/2024

To: Kelly Henry

CC: Weston Young, Matt Crisafulli, Matt Owens, Robert Korb Jr., Chip Bertino

From: Michael LeCompte

Ms. Henry as a follow up to your question to me; yes we did pick and vote formally at yesterday's S P A - Executive Committee meeting, to make the name of the present roadway/lane, "Osprey Lane." Also, the entire S P A membership (the residents who are members on this subject/proposed lane name in question) were also invited to the S P A-Executive committee meeting yesterday through our S P A Facebook group notification, and "none attended. So we as the association officers picked and voted on the name for the lane to help you along with

If you or others feel like sending an individual county government letter of notification to each of the individual home/land owners about the proposed name change, we support the efforts of our Worcester County government. However, we (South Point Association, Inc.) have done all we can do, and will not be pursuing this name change venture any further. Worcester County government can do what ever they need to do to bring this public safety issue to completion. The USPO/UPS/FEDEX delivery people will also appreciate all of your effort to fix this public

Thanks for your support!

Michael A. LeCompte, MS, CSA, CSP

South Point Association, Inc. President

P. O. Box 33

Berlin, Maryland 21811

Email—Dated: 2/27/2024

To: Kelly Henry;

CC: Gavin McGinty, Sarah Bailey, Scottie Walker, Owner Rental

From: Giovanni David

Dear Mrs. Henry,

On behalf of Gavin and Beth McGinty, Scott Walker, Sarah Bailey and myself. With similar sentiments from Robert Drocella.

After receiving notification in October regarding the event on our lane and the Private Road Name Application, I reached out to you to express my concerns which are echoed by my neighbors. You said you would plan to inspect the lane to get a better idea of the situation, discuss it with an (attorney representative for Worcester County?) and get back to me. It would likely be after Thanksgiving and may be delayed due to the Christmas holiday. Hence, I waited.

I did not hear back. I reached out soon after I saw the newsletter from South Point Association stating that they were submitting a name for the private lane. To be clear, these meetings are open to members but we were NOT invited to participate in the discussion. I do not think the meeting agenda is always available. While we appreciate their efforts, it should be left to those living on the lane to decide what is best.

This lane has been in existence over 24+ years without issue.

As stated "First Responders from Berlin and Ocean City Fire Departments were delayed in responding to the 911 call since the street numbers were not properly posted on the mailbox, driveway entrance and/or house."

There was no risk to life during this outside fire. Potentially, property.

I do not understand how this delay can be. In this day and age a quick look on google maps shows exactly where each home is. We have had ambulances come by to our neighbor on the lane with no trouble. UPS, FedEx, trash trucks, no problem. Relatives from the western shore come to visit and have no trouble finding the respective homes here.

Could this be a or personnel technology issue?

Naming the private lane does not solve the safety concern.

The "street numbers were not properly posted on the mailboxes, and/or house", **even if you Name the private lane, without proper numbering, the same problem still exists.**

As noted in the letter, a name change will require (undue burden to owners of) expense and time to update licenses, contact correspondents and utility companies. We do not want this cost and associated inconvenience. The letter states our addresses will be updated on google maps. It is already clearly noted on google maps! Hence, I do not know how the Fire department could have been delayed?

**I humbly propose an easier solution that is efficient, less burdensome and more sensible. That is to self-enforce visible numbering on mailboxes and homes.** We would be happy to make a post at the entrance to the lane that lists the numbers of the homes (in addition to the numbers on the mail box). Even better if the Dept. of Public Works wishes to do so that would be great since they would put up a road sign anyway.

Email—Dated: 2/28/2024

To: Giovanni David

CC: Gavin McGinty, Sarah Bailey, Scottie Walker, Owner Rental, Matt Owens, Rob Korb, Jr. Billy Birch,

From: Kelly Henry

Good morning.

I visited the private lane a few weeks ago. I noticed that the corresponding street number for each house was clearly posted on the front of the house visible from the private lane, except for one that had it on a stone at the driveway entrance. This house appeared to be under renovation. The street numbers were not clearly marked on the first 3 mailboxes situated on South Point Road. The last two mailboxes - 6108 and 6110 are very visible.

I would like to offer a couple of suggestions to the group that may address the public safety matter. It would be helpful if all of the mailboxes could display the street numbers in the same manner as 6108 and 6110. The numbers on 6112 could be repainted to be more visible. Also I wondered about a metal sign displaying all of the street numbers horizontally with an arrow be posted either at the intersection of the private lane and South Point Road or on the northside of the first mailbox. If these two suggestions are acceptable to the group I can forward this to the Fire Marshals office and Emergency Services Dept. to get comment and possible endorsement.

Please discuss this as a community and let me know your thoughts. Thank you for your comments.



Email—Dated: 2/28/2024

To: Kelly Henry

CC: Gavin McGinty, Sarah Bailey, Scottie Walker, Owner Rental (Drocella), Matt Owens, Rob Korb, Jr. Billy Birch,

From: Giovanni David

Hello Mrs. Henry,

Thank you for your swift response.

Email—Dated: 2/28/2024

To: Kelly Henry and Giovanni David

CC: Gavin McGinty, Sarah Bailey, Scottie Walker, Owner Rental (Drocella), Matt Owens, Rob Korb, Jr. Billy Birch,

From: Owner Rental (Drocella )

Good Morning,

I attached a multi-flag sign example that should address all of the county's concerns without placing an undue burden on current homeowners. The final design can be discussed and approved by all homeowners and presented to the county for review and approval. I believe this is the simplest and most effective way to address concerns raised by the county and fire department.

Regards,

Bob Drocella



Email—Dated: 2/28/2024

To: Kelly Henry and Owner Rental (Drocella )

CC: Gavin McGinty, Sarah Bailey, Scottie Walker, Owner Rental (Drocella), Matt Owens, Rob Korb, Jr. Billy Birch, Cynthia Betterson

From: Giovanni David

Adding Cynthia Betterson to the email thread.

Email—Dated: 2/28/2024

To: Owner Rental (Drocella ) and Giovanni David

CC: Gavin McGinty, Sarah Bailey, Scottie Walker, Owner Rental (Drocella), Matt Owens, Rob Korb, Jr. Billy Birch,

From: Kelly Henry

Matt, Rob and Billy,

Can you offer and additional suggestions to these property owners in identifying the location of their properties off of South Point Road while addressing public safety issues? Do you think this signage is an acceptable means of identifying the location of the properties without naming the private lane. For some reason this private lane was not named in the 80's when the initial E-911 addresses were determined. As always thank you for your assistance.

Email—Dated: 2/28/2024

To: Owner Rental (Drocella ), Giovanni David and Kelly Henry

CC: Gavin McGinty, Sarah Bailey, Scottie Walker, Rob Korb, Jr. Billy Birch, Robert Rhode, Nathaniel Passwaters

From: Matt Owens

Kelly,

I think any time you have multiple addresses (appears to be 10 in this example) located off of a private lane, the lane should be named and the addressing should come off of this named lane or road. This allows for a more timely response from all public safety; police, fire and EMS, in the event of an emergency. During an emergency response, time is of the essence and sometimes responding units are looking for road names and 911 addresses, not at a GPS. When addressing is not properly installed or maintained, this creates a delay for responding apparatus, when truly every second counts.

Having said this, if it's not possible to name the private lane, then getting the address clearly identified from the main road is imperative for responding public safety personnel and apparatus. The "multi-flag sign" would identify the addresses of the properties located on this private lane. There appears to be 10 addresses on this private lane, all of which would need proper addressing on their property also to clearly identify the addressing for responding emergency apparatus.

I have also added Berlin Fire Chief Rhode and Chief Deputy Nate Passwater (Worcester County Sheriff's Office) to this email for any possible comments they may like to include.

Please let me know if you have any further questions.

Thanks,

Matt

Email—Dated: 2/28/2024

To: Matt Owens ,Owner Rental (Drocella ) and Giovanni David

CC: Gavin McGinty, Sarah Bailey, Scottie Walker, Rob Korb, Jr. Billy Birch, Robert Rhode, Nathaniel Passwaters

From: Kelly Henry

Just an FYI...There are currently 7 dwellings served by the private lane in question. The image sent in an earlier email was an example.

Email—Dated: 2/28/2024

To: Matt Owens ,Owner Rental (Drocella ) and Kelly Henry

CC: Gavin McGinty, Sarah Bailey, Scottie Walker, Rob Korb, Jr. Billy Birch, Robert Rhode, Nathaniel Passwaters

From: Giovanni David

Hello,

We would be happy to clearly number the mailboxes on both sides.

And place a multi flag sign by the road.

Kind regards,

Giovanni David

Email—Dated: 2/28/2024

To: Matt Owens ,Owner Rental (Drocella ) and Giovanni David

CC: Gavin McGinty, Sarah Bailey, Scottie Walker, Rob Korb, Jr. Billy Birch, Robert Rhode, Nathaniel Passwaters

From: Giovanni David

Good morning.

Is this the consensus of the group? Please advise. Thank you.

If so I will proceed in putting a packet together to be forwarded to the County Commissioners. They meet on the 1st and 3rd Tuesday of every month, starting at 10am. Once I am notified when this is placed on the agenda I will notify you of the date and time. It would be in the best interest of those living on this private lane to attend this meeting to voice your concerns directly to the Commissioners.

Email—Dated: 2/28/2024

To: Kelly Henry

CC:

From: Gavin McGinty

**I am good with it.**

**Thank You,**

**Gavin McGinty**

Email—Dated: 3/5/2024

To: Kelly Henry; Matt Owens

CC: Gavin McGinty, Sarah Bailey, Scottie Walker, Rob Korb, Jr. Billy Birch, Robert Rhode, Nathaniel Passwaters

From: Giovanni David

Hello Mrs. Henry,

This is the consensus of the group.

To clearly number the mailboxes on the lane and home, place a multi flag sign by the road.

We believe this addresses the safety concerns.

Barring this. We are of consensus to name it South Point Lane.

I would appreciate as much lead time as possible when it is on the agenda so I can make every effort to attend.

Kind regards.

Giovanni David

Email—Dated: 3/52024

To: Matt Owens, Giovanni David, Owner Rental (Drocella)

CC: Gavin McGinty, Sarah Bailey, Scottie Walker, Rob Korb, Jr. Billy Birch, Robert Rhode, Nathaniel Passwaters

From: Kelly Henry;

I will send the packet to the group once I have prepared it. I will request notification of the meeting date. I will try my best to provide you with as much as I can.

In regard to the suggested road name, "South Point Lane" would not be acceptable since it is in conflict with South Point Road from which it intersects and is in the same response area. Please submit more names for consideration.



# South Point Association

January 29, 2024

Kelly L. Henry  
Technical Services Division Manager  
Department of Development Review & Permitting  
Worcester County Government Center  
One West Market Street - Room 1201  
Snow Hill, Maryland 21863

Dear Ms. Henry,

This will serve as the official letter from the South Point Association regarding the naming of the street in South Point that has no official name.

At our recent Executive Committee meeting, it was unanimously agreed to name the street Osprey Lane.

We did contact the 7 residents of the street several times for their input – with no response.

Thank you for your help in getting this accomplished!

Regards,

Diane Stelzner  
South Point Secretary  
301-908-7772



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

## Worcester County

GOVERNMENT CENTER  
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TEL: 410.632.1200 / FAX: 410.632.3008

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ZONING DIVISION  
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CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

October 16, 2023

Scott Walker  
6120 South Point Road  
Berlin, Maryland 21811

RE: Naming of Private Lane – Account ID No. 24-10-375452 – Tax Map 50, Parcel 24, Lot 2,  
and 6114 South Point Road - Account ID No. 24-10-021960 – Tax Map 50, Parcel 19, Lot 27

Dear Mr. Walker:

I have been contacted by Michael LeCompte, South Point Association President; following a house fire which occurred October 11, 2023, on a private lane off South Point Road. Apparently first responders from Berlin and Ocean City Fire Departments had difficulty locating the property since the street numbers were not posted on the mailboxes or the dwellings. While on the scene, several property owners living on the private lane told Mr. LeCompte of their interest in naming said private lane to distinguish it from South Point Road. To facilitate a resolution, I am contacting each of the property owners having access directly on this private lane to inform them of the process in naming a private lane in accordance with the Uniform Property Numbering System, Public Safety Article 6-101(e). This Section of the County Code of Public Local Laws states that a private lane having three (3) or more habitable structures is to be designated with a name approved by the County Commissioners.

As property owners you play an active role in selecting the name for this private lane. It will be necessary to submit several road names in order of preference to be evaluated to ensure that the suggested name is not in conflict with or a duplicate of an existing road name. It would be beneficial if the residents could meet and collectively decide on a list of potential road names. Since this is a private lane the road type will be “Lane”. Each property owner will need to complete and execute the attached Private Road Name Application and return it to the address above to my attention. For your convenience, the State Department of Assessment and Taxation information has been incorporated into the form. Once the executed forms are received, each name will be analyzed with existing road names throughout the county. Then the list of



suggested road names will be forwarded to the County Commissioners for approval. The Commissioners will place this request on an upcoming agenda. The discussion, if any, and decision will be conducted during an open session. While your attendance at this meeting is not mandatory it is encouraged in the event the Commissioners have questions regarding the request. The Commissioners meet the first and third Tuesday of every month. As soon as the request is placed on the agenda you will be notified so, please provide your email address and phone number.

Please note this action will change the physical / mailing address of every lot having direct access on the private lane. It will be the sole responsibility and cost of each property owner to change and post the new street number on the respective mailbox, dwelling and entryway, contact correspondents including alarm and utility companies and update licenses. The Department of Public Works - County Roads Division will install a road sign at the end of the private lane where it intersects with South Point Road. This Department will forward the new addresses to United States Postal Service, State Department of Assessment and Taxation, Verizon, Comcast, and Mediacom, and submit a change of address to Google Maps.

Please do not hesitate to contact me with any questions.

Sincerely,



Kelly Henry  
Technical Services Division Manager

#### Attachments

Cc: Billy Birch, Jr, Emergency Services Department Director  
Jennifer K. Keener, Development Review & Permitting Director  
Rob Korb, Deputy Fire Marshall  
Michael LeCompte, South Point Association President



DEPARTMENT OF EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL:410.632.1311 / FAX: 410.632.2141

John W. Birch, Jr., Director
James Hamilton, Deputy Director

PRIVATE ROAD NAME APPLICATION

I, Scott Walker am applying to the Worcester County Commissioners for a request to name a private road located at Tax Map No. 50, Parcel 24, Lot 2 having an SDAT Account ID No. 24-10-375452 and Tax Map No. 50, Parcel 19, Lot 27 having an SDAT Account ID No. 24-10-021960. The current address(s) for this property is: 6114 and 6120 South Point Road.

Circle one: New Lane Name or Change Existing Road Name

List below a minimum of three road name proposals to be considered. If this is an application for a new road, please place N/A in the "Existing Name" box.

Table with 2 columns: Existing Road Name, Proposed Road Name. Row 1: Existing Road Name (N/A), Proposed Road Name. Row 2: Existing Road Name, Proposed Road Name. Row 3: Existing Road Name, Proposed Road Name.

Pursuant to Section PS 6-101(e) of the County Code a private lane serving 3 or more habitable structures or lots is to be designated with a name approved by the Department of Emergency Services and adopted by the County Commissioners.

We also understand that address numbers must be posted at the entrance to the private lane so they are visible from the public road in both directions and on individual houses.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Phone /Email \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Phone /Email \_\_\_\_\_

Each property owner on the requested private lane must complete a form.

Please return this form to: Department of Development Review & Permitting - Kelly Henry, Technical Services Division Manager - khenry@co.worcester.md.us - Worcester Government Center - 1 West Market Street - Snow Hill, Maryland 21863 - 410-632-1200, extension 1130



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: Weston S. Young, Chief Administrative Officer  
FROM: Jennifer K. Keener, AICP, Director  
DATE: March 27, 2024  
RE: Proposed Private Lane Name – Bay Shores

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After receipt of the staff memorandum, several of the affected property owners have proposed two road names of their own: “Sunrise Lane” and “Prosperity Lane”. Kelly Henry, Technical Services Manager, reviewed both names and found that they are both acceptable.

As with the other three suggestions, I have taken the liberty of drafting a resolution 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  
Dallas Baker, Director, Dept. of Public Works  
Kevin Lynch, County Roads Superintendent, DPW  
Kelly Henry, Technical Services Manager



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; DRP Director  
FROM: Kelly L. Henry, Technical Services Division Manager  
DATE: March 27, 2024  
RE: Private Lane Matter – South Point

\*\*\*\*\*

I wanted to pass along two more possible names for the private lane in the “Bay Shores” subdivision that I received from the property owners, Sunrise Lane, and Prosperity Lane. These names have been evaluated. Both are acceptable.

Sunrise Lane	
Existing Road Name	Area
Sunrise Court	Ocean Pines

Prosperity Lane	
Existing Road Name	Area
None	

RESOLUTION NO. 24-\_\_\_

RESOLUTION NAMING A PRIVATE LANE  
OFF OF SOUTH POINT ROAD  
IN BERLIN AS  
SUNRISE 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 buildable lots or 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 a private lane off of South Point Road in Berlin which serves nine residential lots off of a 50 foot right-of-way shown on the 1964 Bay Shores subdivision plat; and

WHEREAS, Sunrise Lane is an appropriate name which is 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 lane located on the easterly side of South Point Road in Berlin in the Tenth Tax District of Worcester County, Maryland as shown on Worcester County Tax Map 50, serving Parcel 24, Lots 1, 2, 3, 4, 5 and 6; Parcel 18, Block G, Lot 44; Parcel 34, Block F, Lots 25A and 37 is hereby named **Sunrise 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 \_\_\_\_\_, 2024. This Resolution shall be effective immediately.

RESOLUTION NO. 24-\_\_\_

RESOLUTION NAMING A PRIVATE LANE  
OFF OF SOUTH POINT ROAD  
IN BERLIN AS  
PROSPERITY 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 buildable lots or 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 a private lane off of South Point Road in Berlin which serves nine residential lots off of a 50 foot right-of-way shown on the 1964 Bay Shores subdivision plat; and

WHEREAS, Prosperity Lane is an appropriate name which is 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 lane located on the easterly side of South Point Road in Berlin in the Tenth Tax District of Worcester County, Maryland as shown on Worcester County Tax Map 50, serving Parcel 24, Lots 1, 2, 3, 4, 5 and 6; Parcel 18, Block G, Lot 44; Parcel 34, Block F, Lots 25A and 37 is hereby named **Prosperity 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 \_\_\_\_\_, 2024. This Resolution shall be effective immediately.



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: Rural Legacy – FY 22 Agreement of Sale**  
Coastal Bays Rural Legacy Area  
Julia Jones, TM 72, P 34, 5 lots  
134 +/- Acres

**Date:** 3/25/24

Attached you will find a memorandum from Katherine Munson with an application for requested funding for the Coastal Bays Rural Legacy Area (RLA) for approval by the County Commissioners. Two appraisals were conducted by two independent appraisers. The easement value is \$2,712/acre, and this price was derived by the calculated average of two “before and after” appraisals. The final price was negotiated with the landowner and MD DNR. The final survey will determine the exact acreage and boundary for the final easement value. The funding, provided by FY 22 Coastal Bays Rural Legacy Funds, will be used to purchase a conservation easement for this property and also funds incidental and administrative costs.

Attached with memorandum from Katherine is a conservation easement agreement of sale. This property consists of 134 +/- acres located at 6653 Ayres Lane Road, southeast of the Town of Snow Hill and east of Route 113 in Snow Hill, Maryland.

Rural Legacy pays landowners for permanent conservation easements on their properties. The program is funded through a combination of state Program Open Space and general obligation bonds from the state’s capital budget. There are two (2) approved legacy areas in Worcester County – the Dividing Creek RLA (approved 2008) and the Coastal Bays RLA (approved 1999), and one (1) RLA, Showell-Bishopville, which is pending formal approval by the state.

With respect to this particular property, the land is within a high value area for protection for agriculture and sits adjacent to a similarly protected property in the Rural Legacy Program. The protection preserves the landscape viewshed and is within an area of protected farmlands. The owner is surrendering five (5) subdivision rights and no subdivision will be allowed. Farming will be allowed, but owner must abide by impervious surface limits which include no Confined Animal Feeding Operations (CAFOs), and limits will be placed on agricultural buildings.

These agreements were reviewed by the County Attorney. We would respectfully request the approval of the County Commissioners on this easement. The signature pages are marked for endorsement and should be signed by President Bertino, Mr. Young, and Mr. Leslie.

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

### Attachments

cc: Roscoe Leslie  
Katherine Munson  
Lynn Wright



DEPARTMENT OF  
ENVIRONMENTAL PROGRAMS

**Worcester County**

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

AGRICULTURAL PRESERVATION  
CONSERVATION PROGRAM  
WATER & SEWER PLANNING  
SHORELINE CONSTRUCTION

WELL & SEPTIC  
NATURAL RESOURCES  
PLUMBING & GAS  
COMMUNITY HYGIENE

## Memorandum

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**TO:** Robert Mitchell, Director

**FROM:** Katherine Munson, Planner V *KM*

**SUBJECT:** Coastal Bays Rural Legacy Area—6653 Ayres Lane Road, LLC/Julia Jones Tax Map 72, Parcel 34, 134 +/- acres; Agreement of Sale

**DATE:** March 25, 2024

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This project is to be funded by FY22 Coastal Bays Rural Legacy Area funds. A map is attached showing the location of this property in the Rural Legacy Area.

All five (5) lot rights will be eliminated; no subdivision will be allowed by the deed of easement. One home and one accessory dwelling will be allowed. Impervious surface will be strictly limited, so no CAFOs would be allowed.

Two "before and after" appraisals were completed. The easement values arrived at are \$351,000 (WR McCain and Associates) and \$376,000 (Associated Appraisers). Attached is the summary page from each appraisal.

The landowner was offered the average of the two values: \$2,712. The property has not been surveyed and the acreage may not be what we estimate. If it is 10% more or less updated appraisals will be ordered.

Attached is a contract of sale, approved by county attorney Roscoe Leslie, that has been signed by the landowner.

Please let me know of any questions you have.

Attachments





**Executive Summary**

Appraisal Of	Tax Map 72, Grid 14, Parcel 34
Effective Date of Value	December 31, 2023
Date of Inspection	December 31, 2023
Report Type:	Appraisal Report
Owner(s) of Record	6653 Ayres Lane Road LLC, C/o Julia Sharon Jones
Intended User	The client and intended user is Worcester County and it's contractors and it's agents.
Intended Use	The intended use is to provide an opinion of market value of the larger parcel for the placement of a Rural Legacy Conservation Easement on the larger parcel in accordance with the "Before and After Rule."
Property Location	Tax Map 72, Grid 14, Parcel 34 6653 Ayres Lane Road LLC
Tax Identification	24-02-012693
Total Land Area - Larger Parcel	134.38 +/- Acres
Property Rights Appraised	Fee Simple
Improvements	Residential Dwelling, Built in 1880 Approximately 2,268 +/- Square Feet
Highest and Best Use Larger Parcel	Agriculture, timber, outdoor recreation and future residential development of 5 development rights
Highest and Best Use As Encumbered	Continued present use of residential dwelling and agriculture, timber and recreation on remainder of property
Value	
Before Value	\$ 806,000
After Value	\$ 430,000
Estimated Value of Easement	\$ 376,000
Unit Value per Acre of Acquisition	\$ 2,800

<b><u>SUMMARY OF IMPORTANT DATA AND CONCLUSIONS</u></b>	
<b>REPORT TYPE:</b>	Appraisal Report File No. CC18935
<b>REPORT DATE:</b>	January 4, 2024
<b>LOCATION:</b>	6653 Ayres Lane Road Snow Hill, MD 21863 Map 72 Parcel 34
<b>OWNER OF RECORD:</b>	6653 Ayres Lane Road, LLC
<b>LAND AREA BEFORE/AFTER:</b>	135.00 +/- Acres      135.00 +/- Acres
<b>IMPROVEMENTS: Not included in value</b>	Dwelling, numerous outbuildings
<b>ZONING:</b>	A-1
<b>CENSUS TRACT:</b>	9512.00
<b>FLOOD MAP STATUS:</b>	Zone X - The subject is not in a flood zone. Panel 24047C0265H, July 16, 2015
<b>FLOOD ZONE COMMENTS</b>	The subject is not in a flood zone.
<b>HIGHEST AND BEST USE BEFORE:</b>	Residential/Agriculture
<b>HIGHEST AND BEST USE AFTER:</b>	Dwelling with Agriculture
<b>PROPERTY RIGHTS APPRAISED:</b>	Fee Simple
<b>BEFORE VALUE</b>	<b>\$702,000</b>
<b>AFTER VALUE</b>	<b>\$351,000</b>
<b>VALUE OF EASEMENT/DIFFERENCE:</b>	<b>\$351,000</b>
<b>EFFECTIVE DATE</b>	December 29, 2023
<b>APPRAISERS:</b>	F. Lee Gosnell William McCain, MAI, MBA

Exhibit A. Agreement of Sale by and between 6653 AYRES LANE ROAD LLC (“Seller”) and the County Commissioners of Worcester County, Maryland (“Buyer”).

All that parcel of land, situate, lying and being situate in the Second Tax District of Worcester County, Maryland, located at the address of 6653 Ayres Lane Road, Snow Hill, Maryland 21863, containing 134.38 acres more or less, based on GIS calculation of the boundary using a Conservation Plan Map dated July 8, 2016 prepared by USDA and Maryland Department of Assessment and Taxation GIS parcel data; being the same property conveyed by deed dated October 24, 1997, recorded among the Land Records of Worcester County, Maryland in Liber No. 2447 Folio 217, et seq.

**AGREEMENT OF SALE**

**THIS AGREEMENT OF SALE** ("Agreement"), dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 is made by and between 6653 AYRES LANE ROAD LLC, ("Seller"), and the County Commissioners of Worcester County, Maryland ("Buyer").

1. The Seller is the owner of that property ("Property") located in the Eighth tax district of Worcester County, Maryland; which is one (1) parcel, 134.38 acres total, more or less, and located at 6653 Ayres Lane Road, Snow Hill, MD 21863, having tax ID number of 02-012693.
2. The Buyer desires to purchase a conservation easement from the Seller over and across the Property on the terms and conditions set forth in this Agreement.
3. The Seller is willing to grant to Buyer and or its assigns for the hereinafter price, a conservation easement in perpetuity, on, over, and across the Property.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

**SECTION 1. PURCHASE AND SALE.**

Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller a Conservation Easement on, over and across the Property; attached is **Exhibit A** which is a written description of the property.

**SECTION 2. PURCHASE PRICE AND PAYMENT.**

**2.1.** The Purchase Price to be paid for the Rural Legacy Program Easement (as defined below) shall be Two Thousand Seven Hundred and Twelve Dollars (\$2,712.00) per acre, of which \$1.00 has been paid upon signing.

**2.2.** At Closing (as defined below), the entire Purchase Price shall be payable by Buyer to Seller by cash or County check.

**2.3.** The payment of the Purchase Price for the Deed of Conservation Easement is complete payment for the status and quality of the title to the Property required to be conveyed under this Agreement.

**SECTION 3. CLOSING.**

The consummation of the transaction contemplated in this Agreement ("Closing") shall take place on or before March 31, 2025 at a date, time and at a place as set by Buyer, unless extended in writing for an additional 90 days by Buyer in order to obtain the approvals required by the Rural Legacy Board and Board of Public Works.

**SECTION 4. CONVEYANCE OF THE EASEMENT.**

**4.1.** At Closing, Seller shall convey to Buyer, and or its assigns the Deed of Conservation Easement ("Easement") to the Property in the same form and containing those restrictions and conditions set forth in the Easement attached hereto as **Exhibit B**, and made a

part hereof. Title shall be good and marketable and free and clear of any and all encumbrances, exceptions, limitations, leases and liens whatsoever, except that any mortgages shall be subordinate to the Easement at Closing if they are to remain as a lien. Title to the Property shall be insurable at regular rates by Buyer's title insurance company without any exception for mechanic's liens or rights of persons in possession. In the event a lien holder fails to execute a required subordination at or prior to Closing to the satisfaction of the Buyer, the Buyer at its sole option, may terminate this Agreement and the parties shall have no further obligation to each other.

4.2. Seller shall not mortgage, lease, encumber or otherwise dispose of the Property, or any part thereof, prior to Closing or the termination of this Agreement without first having obtained the prior written consent of the Buyer.

**SECTION 5. CONDITION OF THE PROPERTY AND RISK OF LOSS.**

5.1. If prior to or through Closing, all or a substantial part of the Property is destroyed or damaged, without fault of the Buyer, then this Agreement, at the option of the Buyer, upon written notice to Seller, shall be null and void and of no further effect and the parties shall have no further obligation to each other, in which event the Deposit and any interest accrued thereon shall be returned to the Buyer.

5.2. Seller covenants that at Closing, the Property shall be in the following condition:

i) No major alterations or construction that would be inconsistent with the terms of the Easement will be made to the Property from and after the effective date of this Agreement.

5.3. From and after the effective date of this Agreement, Seller grants permission to the Buyer and its contractors and subcontractors to enter upon the Property for the purpose of making tests, surveys and inspections of the Property and the improvements thereon. Without limiting the generality of the foregoing, Buyer shall have the right to inspect the Property, one or more times prior to Closing, for the purpose of determining whether the Property is in the condition, status and quality required under this Agreement.

5.4. The Seller is responsible for the removal of dumps of materials including but not limited to soil, rock, other earth materials, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or other material on the Property to the satisfaction of the Buyer. Soil, rock, other earth materials and vegetative matter may remain stored on the Property for reasonable agriculture and silviculture purposes or for construction or maintenance of structures or means of access ongoing at the time of this Agreement and permitted under the Easement, as determined by the Buyer.

**SECTION 6. CLOSING COSTS.**

6.1. Buyer shall pay the following costs associated with the consummation of the transaction contemplated in this Agreement:

i) any state or county recordation and transfer taxes or fees or other costs imposed upon the recordation of the Easement.

ii) all expenses for examination of title and the premium for any title insurance obtained by it.

**6.2.** Seller shall pay the following costs associated with the consummation of the transaction contemplated in this Agreement:

i) all taxes and fees relating to the recordation of any release or subordination of a mortgage, deed of trust, or other lien or encumbrance affecting the Property which is to be released, subordinated or discharged at Closing;

ii) any attorney's fees incurred by the Seller, and

iii) all real estate taxes and personal property taxes owing for the then current year levied or assessed with respect to the Property. All taxes and other assessments against said property shall be in and remain the exclusive responsibility of the Seller, including but not limited to the payment of real estate taxes.

**SECTION 7. SELLER'S REPRESENTATIONS.**

**7.1.** Seller makes the following representations and warranties as of the date of this Agreement and as of Closing.

**7.2.** Seller represents and warrants that:

i) no hazardous material of any kind, nor storage tanks have been deposited, stored, treated, disposed of, managed, generated, manufactured, produced, released, emitted or discharged on, onto, in, into, from or under the Property by the Seller, their agents, employees, officers, invitees, contractors, subcontractors, and any person in possession or use of the Property under it, and to the best of its knowledge, information and belief, any other person, which could expose a landowner to liability under federal law,

ii) neither Seller nor any of their agents, employees, officers, invitees, contractors, subcontractors, and any person in possession or use of the Property under it, and to the best of its knowledge, information and belief, any other person, have brought to the Property as materials or waste materials, or used on the Property or generated therein as a product or by-product of activities on the Property, or otherwise placed, handled, stored or released on the Property any (1) polychlorinated biphenyls ("PCBs"), (2) asbestos, (3) lead paint, (4) petroleum products, distillates, or by-products, (5) radioactive materials, chemicals known to cause cancer or reproductive toxicity, (6) waste, materials, or substances which would qualify as hazardous waste, hazardous substances, hazardous materials, toxic waste, toxic materials or toxic substances under any "Environmental Laws", which shall mean under the following: the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, the Toxic Substance Control Act, the Superfund Amendments and Reauthorization Act, the Occupational Safety and Health Act, the Consumer Product Safety Act, the Federal Water Pollution Control Act, the Clean Water Act, the Clean Air Act, the National Environmental Policy, or any amendments thereto, or any similar or successor laws, whether federal state or local, or any regulations adopted or incorporated thereunder (Hereinafter referred to collectively as "Environmental Laws").

iii) as of Closing, the status and condition of the Property or any portion thereof, including by way of example, the soil, paint or tiles, although then not in violation of the Environmental Laws is such that disturbance, removal or relocation thereof shall not create or result in a condition or status which is, or with the passage of time may become, unlawful under the Environmental Laws,

iv) no governmental or private action, suit or proceeding to enforce or impose liability under any Environmental Laws has been instituted or threatened concerning the Property and no lien has been created under any applicable Environmental Laws,

v) Seller has no notice or knowledge of conditions or circumstances at the Property which pose a risk to the environment or to the health and safety of persons,

vi) no work shall have been done or materials provided for or about any of the Property within one hundred eighty (180) days ending on the day of the Closing or which the person performing the work or providing the materials has not acknowledged in writing that is has been paid in full at or before Closing.

7.3. The Seller's representations and warranties set forth above shall not merge with or into the Easement and shall survive delivery of the Easement at Closing.

**SECTION 8. OBLIGATIONS OF SELLER AT CLOSING.**

8.1. At Closing, Seller shall execute and deliver the Easement to the Buyer.

8.2. At Closing, Seller shall execute and deliver to the Buyer's title insurance company or Buyer such affidavits and writings reasonably requested from a seller in connection with the settlement of like property.

**SECTION 9. OBLIGATIONS OF BUYER AT CLOSING.**

At Closing, Buyer shall deliver the Purchase Price in accordance with the terms and conditions of this Agreement.

**SECTION 10. DEFAULT.**

10.1. In the event that Seller cannot convey to Buyer the easement on the Property as required under this Agreement, Buyer shall:

i) permit Seller to take any action necessary to perfect their title and remove any and all legal, equitable and beneficial grounds of objection to or defect of the title, at Seller's sole cost and expense, and

ii) extend Closing until such action is completed, but not longer than one hundred twenty (120) days from the Seller's receipt of notice from Buyer of such defect or defects to the title.

In the event that Seller fails to cure the defect or defects to title within that one hundred twenty (120) day period, then and only then shall Seller be in default of their obligations to convey the easement on the Property under this Agreement.

**10.2.** Subject to Section 10.1, in the event that Seller defaults in any of the terms, provisions, covenants or agreements to be performed by the Seller under this Agreement, Buyer shall be entitled, after such default, to:

- i) waive any failure to perform in writing;
- ii) terminate this Agreement, in which event the parties hereto shall thereafter be relieved of any and all further rights, liabilities and obligation under or pertaining to this Agreement, other than those which by the express terms of this Agreement are intended to survive termination, in which event the Deposit and any interest accrued thereon shall be returned to the Buyer provided Seller must then pay to Buyer an amount equal to all Buyer's survey costs and
- iii) exercise any and all rights and seek any and all remedies which Buyer may have or to which Buyer may be entitled at law or in equity, including, without limitation, seeking damages or specific performance.

**10.3.** In the event Buyer defaults in any of the terms, provisions, covenants or agreement to be performed by Buyer under this Agreement, Seller shall be entitled, after such default, to:

- i) waive any failure of performance in writing,
- ii) terminate this Agreement in entirety, in which event the parties hereto shall thereafter be relieved of any and all further rights, liabilities and obligations, other than those, which by the express terms of this Agreement are intended to survive such termination, or
- iii) institute such actions or proceedings for monetary damages and or equitable relief as are authorized by applicable law.

**SECTION 11.           GENERAL PROVISIONS.**

**11.1.** This Agreement is the full agreement among the parties on the matters set forth herein. This Agreement can only be amended by written amendment executed by the parties hereto.

**11.2** The parties hereto further agree that this Agreement is expressly contingent upon the approval by the Maryland Rural Legacy Board and the Maryland State Board of Public Works. In the event the Maryland Rural Legacy Board or the Board of Public Works fails to approve this Agreement, the Buyer, at its sole option, may terminate this Agreement by written notice to Seller, and the parties shall have no further obligation to each other.

**SECTION 12.           SURVEY PROVISION**

**12.1** The parties acknowledge that they believe and estimate in good faith that the area of easement is 134.38 acres. The purchase price of the easement shall be \$2,712.00 per acre. Buyer, at Buyer's expense, will cause a survey to be made by a professional land surveyor or property line surveyor, selected by Buyer, to determine the exact lines of the area of the easement and acreage thereof. In the event that the acreage is found to be ten (10) percent smaller or larger than 134.38 acres, updated appraisals will be required and a new per acre purchase price may be determined, in which case a new Agreement will be required based



upon the updated purchase price, and this Agreement will be void. In the event the Seller may void this Agreement and/or not enter a new Agreement all sums paid hereunder shall be returned to Buyer and Seller shall reimburse Buyer for Buyer's out of pocket costs for the survey.

12.2 The parties shall cooperate with, and assist, the surveyor who shall be permitted all necessary access to the property. Buyer shall, upon request of Seller, extend settlement a period of 120 days to permit Seller to contest any survey results.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered, the day and year first written above.

Witness/Attest:

SELLER

Katherine B. Munson

By: Julia Sharon Jones (Seal)  
Julia Sharon Jones, resident agent, 6653 Ayres Lane  
Road LLC

BUYER

County Commissioners of Worcester County, Maryland

\_\_\_\_\_  
Weston Young  
Chief Administrative Officer

By: \_\_\_\_\_ (Seal)  
Anthony W. Bertino, Jr  
President

Approved as to legal form and sufficiency.

\_\_\_\_\_  
Roscoe R. Leslie  
Worcester County Attorney



EMERGENCY SERVICES

## Worcester County

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

### MEMORANDUM

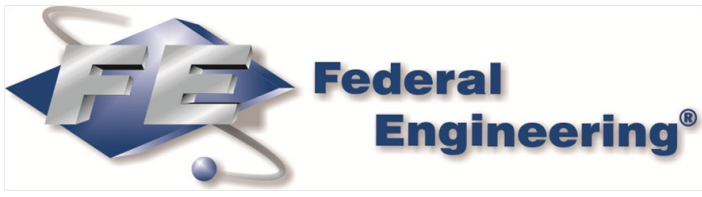
TO: Weston Young, P.E. Chief Administrative Officer  
 Candace Savage, CGFM Deputy Chief Administrative Officer  
 FROM: Matt Owens, Director of Emergency Services, Fire Marshal  
 DATE: March 26, 2024  
 RE: Radio System Upgrade Path

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During the February 20<sup>th</sup> meeting of the County Commissioners, the Department of Emergency Services put forward a request to execute contracts with L3Harris Corporation for the lifecycle replacement of the certain components of the Worcester County / Ocean City public safety radio system as well as to provide an additional site in Snow Hill to improve coverage in the Snow Hill and Newark areas. At that meeting, the Commissioners voted to table the vote on these measures until options were explored related to joining the State of Maryland radio system. Subsequent to that meeting, an informational meeting was held which included County Administration, Commissioner Bertino, Commissioner Abbott, and staff from Motorola and the State of Maryland Department of Information Technology to provide additional information related to the State of Maryland radio system.

As directed, the Department has worked with our consultant Federal Engineering to develop a scope of work with them to perform an independent evaluation of the Worcester County / Ocean City public safety radio system in comparison to the State of Maryland radio system in terms of features and function, coverage, and total cost of ownership. A proposal from Federal Engineering is attached for these services in the amount of \$108,575.00. It should be noted that this process is expected to take a minimum of 12 weeks after receipt of proposals from Motorola and the State of Maryland. While this will provide invaluable information to the Commissioners for decision making purposes, further delay of our current upgrade plans by at least 16 weeks will result in significant delays which would ultimately delay these projects by a year and are likely not acceptable to the Town of Ocean City. This could very likely result in the County and Town having to divorce the joint system for the first time in over twenty years and create major interoperability and coverage issues for both County and Town emergency responders.

My staff and I are available to answer any questions you may have.



**STATEMENT OF WORK (SOW)**  
**ISSUED: MARCH 25, 2024**

**ATTACHMENT TO:**  
**BASIC SERVICE AGREEMENT**  
**Dated: October 16, 2023**

**PROJECT: WORCCOMD:ALT**  
**WORCESTER COUNTY, MARYLAND**  
**TASK ORDER 5**  
**RADIO SYSTEM ALTERNATIVES ANALYSIS**

**1.0 INTRODUCTION AND ISSUES**

Worcester County, Maryland (County) initially retained Federal Engineering, Inc. (**FE**) in 2018 to investigate and make recommendations to resolve performance issues with their new land mobile radio (LMR) system. Since the time **FE** completed the work and delivered our findings, the County has worked to obtain funding for the system vendor to resolve the issues.

In October 2023, the County requested **FE**'s assistance to oversee the implementation of the recommendations, including the provision of a new radio communications site, system upgrades, and configuration changes. During contract negotiations with the selected vendor, the County Commissioners requested that **FE** evaluate the costs and benefits of continuing with the implementation of their existing system versus a potential migration to the State of Maryland's First Responder Radio System Team (FiRST).

**2.0 TASKS TO BE PERFORMED**

This statement of work (SOW) outlines the tasks and deliverables that **FE** will perform to accomplish the County's objectives.

**2.1 Tasks 1 & 2 – Conduct Project Initiation and Existing System Assessment**

The radio system alternatives analysis involves stakeholders from a variety of organizations, including the County, Ocean City, L3Harris, Eastern Communications, the State of Maryland, and Motorola Solutions, Inc. (Motorola). **FE** will prepare for and facilitate an onsite kickoff meeting to review the scope, objectives, schedule, and expected outcomes of the analysis with stakeholders from the County and Ocean City.

Immediately following the kickoff meeting, we will conduct interviews with stakeholders from the County and Ocean City to characterize the configuration, coverage, capacity,

features, and operational requirements for the County's existing public safety radio system. **FE** will also meet with the County's infrastructure technician and the Ocean City Electronic Services Manager to review the system's use by public safety agencies from both jurisdictions along with the maintenance and support of the system.

During these interviews, we will validate the information collected during the request for information (RFI) process completed under the previous task order. Following the interviews, **FE** will request supplemental information from the County and/or L3Harris on the existing system and develop a proposal requirements matrix for the County to deliver to Motorola so that they can develop a FiRST migration proposal.

Lastly, **FE** will conduct remote meetings with L3Harris and Motorola to review and clarify the information and requirements necessary to perform the alternatives analysis.

*Task 1 & 2 Deliverables >> kickoff meeting, stakeholder interviews, Supplemental information and requirements matrix, vendor meetings*

## **2.2 Task 3 – Review Vendor Proposals & Conduct Alternatives Analysis**

**FE** will begin Task 3 by reviewing the information provided by L3Harris to modernize and support the existing radio system. This information will include system control equipment, site equipment, dispatch console equipment, subscriber radios, and supporting infrastructure necessary to maintain the system for the next 10-15 years.

**FE** will also perform a detailed review of the proposal provided by Motorola and the State for the County to migrate to FiRST and implement local coverage and capacity enhancements. Per the County's request, **FE** will also independently analyze the potential coverage that could be provided by the existing L3Harris system with the inclusion of the additional Snow Hill radio site and the potential coverage provided by FiRST within the County's geographical operating area. We will develop mobile talk-out and talk-in (MTO/MTI) maps for both systems. **FE** will also develop portable talk-out and talk-in (PTO/PTI) maps using 6 dB, 14 dB, and 20 dB attenuation losses for both systems.

Based on lifecycle cost information provided by L3Harris and Motorola, **FE** will develop a 15-year total cost of ownership (TCO) model for each system. As part of this financial analysis, **FE** will provide examples of system subscription models and the associated fees.

*Task 3 Deliverables >> Vendor proposal reviews, coverage and capacity analyses, TCO and subscription models*

**2.3 Task 4 – Provide Commissioner Presentation**

*FE*'s findings from Tasks 1-3 will culminate in a PowerPoint presentation developed for the County Commissioners. Prior to the meeting, we will review the draft presentation with County staff, develop a final presentation, and facilitate an onsite presentation at a County Commissioners meeting.

*Task 4 Deliverables >> Draft and final PowerPoint presentations, Facilitate commissioners meeting*

**3.0 SCHEDULE**

*FE* estimates that the alternatives analysis will take approximately 12 weeks to complete, not including the time it will take the vendors to prepare their proposal responses.

**4.0 STAFFING/ORGANIZATION**

Mr. Travis LePage will serve as the Director and Project Manager with technical support from Mr. Terry Forehand and other *FE* staff as necessary.

**5.0 ESTIMATED COST**

*FE* will perform the tasks in the statement of work for a fixed price of \$108,575, including labor, travel, and other direct costs.

**5.1 Invoicing**

*FE* will submit invoices to the County according to the details in Table 1. *FE*'s Director/Project Manager will notify the County should additional funding be required to complete the approved tasks. The authorized funding will be increased by a written modification to this task duly executed by both the County and *FE*.

**Table 1 – Invoice Schedule**

Task Number	Task Name	Amount
1-2	Completion of Project Initiation and Interviews	\$37,000
3	Begin Vendor Proposal Review	\$47,900
4	Deliver Draft Commissioner Presentation	\$23,675
<b>TOTAL COST ESTIMATE</b>		<b>\$108,575</b>

## 6.0 BASIS FOR OUR SCOPE OF WORK

1. **FE** professionals will be directed by the County's Deputy Director of Emergency Services or their designee according to the assignments to be performed. The scheduling of **FE** resources will be mutually agreed upon based on the needs of the County and the availability of the specific **FE** consultants.
2. **FE** will provide draft and final deliverables electronically to the County.
3. This SOW assumes that the County's Deputy Director of Emergency Services will schedule meetings, provide meeting facilities, notify attendees, and arrange for on-site visits.
4. Any optional or additional tasking will be authorized by mutual agreement of the County and **FE**. Such tasking will be performed on a fixed price or time and materials basis in accordance with the contract labor rates as mutually agreed upon in a task order by the County and **FE**.
5. This SOW assumes that stakeholders will provide the requested information for **FE** to perform the analysis within the allotted timeframes. Should one or more pieces of information not be available, **FE** will notify the County's Deputy Director of Emergency Services. We will then develop mutually-agreeable assumptions or provide the County with an additional task order to collect the information.
6. **FE's** ability to fulfill this task depends, in part, on the willingness and ability of the County participants, equipment vendors, service providers, third parties, and others to provide information in a timely manner, and upon the accuracy of the information as supplied. The accuracy of input data, whether provided in electronic or hard copy form, and the recommendations, actions, system designs, system procurements, and license filings resulting therefrom cannot, therefore, be warranted by **FE** nor can the performance, suitability, or reliability of said systems be warranted by **FE**. **FE** accepts no responsibility or liability to any third party in respect to any information or related content delivered by **FE**. This information is subjective in certain respects, and, thus, susceptible to multiple interpretations and may be in need of periodic revisions based on actual experience and subsequent developments. Further, the County shall indemnify and compensate **FE** for any time **FE**, its employees, personnel, agents, consultants, or attorneys spend as a result of any claim, suit, or judgment by a third-party arising directly or indirectly out of the work performed by **FE**.
7. This SOW is based upon a start date on or before May 1, 2024 and assumes a 12-week schedule, not including the time required for the vendors to prepare proposal responses. Delays to the project schedule due to actions or lack of actions on the part of the County, County participants, third parties, and others

including, but not limited to vendor protests, protracted contract negotiations, vendor delays that impact the program schedule and/or costs to the County will be brought to the attention of the County’s project manager in a timely manner and the schedule and cost impacts will be reduced to writing via a mutually agreed upon contract amendment.

- 8. In the event of a project delay by the County, **FE** reserves the right to invoice for efforts expended towards the completion of a task or deliverable and the County agrees to pay the invoice.
- 9. **FE** will make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two weeks in advance of commitments. Therefore, if the County cancels services less than one week in advance (other than for Force Majeure or breach by **FE**), the County will be liable for all non-refundable expenses incurred by us on your behalf, and daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event the County cancels within two weeks of scheduled commitments.
- 10. **FE** reserves the right to assign/reassign work efforts and associated costs across tasks and between our professional staff members in order to meet our contractual obligations to the County.

Submitted by **FE**:

Authorization to begin work by:  
**(Worcester County, MD)**

*Ronald F. Bosco*

Signature

Ronald F. Bosco

Print Name

President and Chief Executive Officer

Title

March 25, 2024

Date

Signature

Print Name

Title

Date



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

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

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

March 22, 2024

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

**President Bertino – You have Two (2) positions open:**

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- Maria C- Lawrence – Term Ending Dec. 2023 – Housing Review Board

**Commissioner Purnell – You have filled all your positions, Thank you!**

**Commissioner Bunting - You have One (1) position open:**

- Susan Childs – Resigned – April 2022 – Commission for Women

**Commissioner Abbott – You have filled all your positions, Thank you!**

**Commissioner Mitrecic – You have Two (2) positions open:**

- Bill Paul – Term Expiring Dec. 2023 – Building Code Appeals Board
- Michael Donnelly- Term Expiring Dec. 2023 – Local Development Council for Ocean Downs Casino

**Commissioner Elder - You have filled all your positions, Thank you!**

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

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



**All Commissioners:**

**(5)-Adult Public Guardianship Board-**

4- Terms Expiring Dec. 2023-attached summary in open session

1 - Term Expired - Ms. Wessels, (Roberta Baldwin will potentially help search for a viable replacement, if necessary).

**(1)-Drug and Alcohol Abuse Council – (1Deceased) (Dr. Cragway)**

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

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

**(4) -Water and Sewer Advisory Council - Mystic Harbour 3-(Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell)**

1-Term Ended-Martin Kwesko

**(3)- Water and Sewer Advisory Council- West Ocean City- 1 Term Ended-Dec. 21 – Keith Swanton**

2 – Terms Expiring Dec. 2023; Deborah Stanley, Gail Fowler

**(2 - Total): Commission for Women:**

(2) Resigned -Elizabeth Rodier, (Fiori) and Susan Childs (Bunting)

ADULT PUBLIC GUARDIANSHIP BOARD

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

Appointed by: County Commissioners

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

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

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

Meetings: Semi-annually

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

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

Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Connie Wessels	Lay Person	*15-16-19, 19-22 (Term Expired)
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20, 20-23
LuAnn Siler	Commission on Aging Rep.	17-20, 20-23
Jack Ferry	Professional in field of disabilities	*14-14-17-20, 20-23
Thomas Donoway	Person with physical disability	17-20, 20-23
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18-21-24
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18-21-24
Dr. Ovais Khalid	Psychiatrist	23-26
Dr. William Greer	Physician	07-10-13-16-19-22-25
Richard Collins	Lawyer	95-16-19-22-25
Nancy Howard	Lay Person	*17-19, 19-22-25

\* = Appointed to fill an unexpired term

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

Appointed by: County Commissioners

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

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

Compensation: None - Expense Reimbursement as provided by County Commissioners

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

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

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

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Ag/Forest Industry</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Solyak	At-Large	No	Ocean Pines	18-22
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16-20, 20-24
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16-20, 20-24
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14-18-22-26
Tom Babcock	At-Large	No	Whaleyville	14-18-22-26

Prior Members: Since 2000

- Michael Beauchamp (00-06)
- Phyllis Davis (00-09)
- Richard G. Holland, Sr. (00-12)
- Rosalie Smith (00-14)
- Betty McDermott \*(09-17)

\* = Initial terms staggered

## BUILDING CODE APPEALS BOARD

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

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting (by policy)

Meetings: As Needed

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

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

### Current Members:

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

### Prior Members:

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

\* = Appointed to fill an unexpired term

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: As Necessary

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

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

Current Members:

<u>Name</u>	<u>Representing</u> <u>At-Large Members</u>	<u>Years of Term(s)</u>
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20, 20-24 - deceased
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	21-25
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18-22-26
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18-22-26
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (adv)-14-18-22-26
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19-23-27
Mimi Dean	Substance Abuse Prevention Provider	*18-19-23-27
Michael Trader	Knowledgeable on Substance Abuse Issues	23-27

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

Advisory Members

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

**HOUSING REVIEW BOARD**

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting (policy)

Meetings: As Needed

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

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

Ext: 1171

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
Maria Campione-Lawrence	D-5, Bertino	Ocean Pines	*22-23
Felicia Green	D-2, Purnell	Ocean Pines	*21-24
Keri-Ann F. Byrd	D-1, Abbott	Pocomoke	22-25
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16-19-22-25
Don Furbay	D-3, Fiori	W. Ocean City	23-26
Charlie Murphy	D-7, Mitrecic	Ocean City	*23-26
Scott Tingle	D-4, Elder	Snow Hill	14-17-20-23-26

Prior Members:

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

\* = Appointed to fill an unexpired term

**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 Jones	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Mary Beth Carozza	Indefinite	Maryland Senator	14-indefinite
Wayne A. Hartman	Indefinite	Maryland Delegate	18-indefinite
Charles Otto	Indefinite	Maryland Delegate	14-indefinite
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19, 19-23
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Kerrie Bunting	Dist. 4 - Elder	Resident - Snow Hill	*22-24
Mayor Rick Meehan <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
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19-23-27

**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

## WATER AND SEWER ADVISORY COUNCIL MYSTIC HARBOUR SERVICE AREA

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

Appointed by: County Commissioners

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

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

Compensation: \$100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

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

**Current Members:**

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Martin Kwesko	Mystic Harbour	13-17, 17-21 (Resigned)
Richard Jendrek <sup>C</sup>	Bay Vista I	05-10-14-18, 18-22 (deceased)
Joseph Weitzell	Mystic Harbour	05-11-15-19, 19-23 (deceased)
Bruce Burns	Deer Point	19-23 (deceased)
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24
Stan Cygam	Whispering Woods	*18-20, 20-24
Matthew Kraeuter	Ocean Reef	*19-22, 23-27

**Prior Members: (Since 2005)**

John Pinnero <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)	

<sup>C</sup> = Charter member - Initial Terms Staggered in 2005  
\* = Appointed to fill an unexpired term



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

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

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

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

Compensation: \$100.00/Meeting

Meetings: Monthly

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

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

Current Members:

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

Prior Members: (Since 1993)

Eleanor Kelly<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: Coleen Colson, Chair and , Laura Morrison, Co-Chair  
 Worcester County Commission for Women - P.O. Box 211, Snow Hill, MD 21863

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Elizabeth Rodier	D-3, Fiori	Bishopville	18-21(Resigned)
Susan Childs	D-6, Bunting	Berlin	21-24(Resigned)
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21, 21-24
Kimberly List	D-7, Mitrecic	Ocean City	18- 21, 21-24
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21, 21-24
Jocelyn Briddell	At-Large	Berlin	23-26
Coleen Colson	Dept of Social Services		19-22-25
Windy Phillips	Board of Education		19-22-25
Laura Morrison	At-Large	Pocomoke	*19-20-23-26
Crystal Bell, MPA	Health Department		*22-23-26
Judith Giffin	D-5, Bertino	Ocean Pines	*22-23-26
Jeannine Jerscheid	Public Safety – Sheriff’s Office		23-26
Kathleen Palmer	D-1, Abbott	Pocomoke City	23-26
Sharnell Tull	At-Large	Pocomoke	23 -26
Joan Scott	D-4, Elder	Newark	23-26

Prior Members: Since 1995

Ellen Pilchard <sup>c</sup> (95-97)	Bonnie Platter (98-00)	Vyoletus Ayres (98-03)
Helen Henson <sup>c</sup> (95-97)	Marie Velong <sup>c</sup> (95-99)	Terri Taylor (01-03)
Barbara Beaubien <sup>c</sup> (95-97)	Carole P. Voss (98-00)	Christine Selzer (03)
Sandy Wilkinson <sup>c</sup> (95-97)	Martha Bennett (97-00)	Linda C. Busick (00-03)
Helen Fisher <sup>c</sup> (95-98)	Patricia Ilezuk-Lavanceau (98-99)	Gloria Bassich (98-03)
Bernard Bond <sup>c</sup> (95-98)	Lil Wilkinson (00-01)	Carolyn Porter (01-04)
Jo Campbell <sup>c</sup> (95-98)	Diana Purnell <sup>c</sup> (95-01)	Martha Pusey (97-03)
Karen Holck <sup>c</sup> (95-98)	Colleen McGuire (99-01)	Teole Brittingham (97-04)
Judy Boggs <sup>c</sup> (95-98)	Wendy Boggs McGill (00-02)	Catherine W. Stevens (02-04)
Mary Elizabeth Fears <sup>c</sup> (95-98)	Lynne Boyd (98-01)	Hattie Beckwith (00-04)
Pamela McCabe <sup>c</sup> (95-98)	Barbara Trader <sup>c</sup> (95-02)	Mary Ann Bennett (98-04)
Teresa Hammerbacher <sup>c</sup> (95-98)	Heather Cook (01-02)	Rita Vaeth (03-04)

\* = Appointed to fill an unexpired term

<sup>c</sup> = Charter member