

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>

June 18, 2024

- | | Item # |
|--|--------------|
| 9:00 AM - Vote to Meet in Closed Session in Commissioners' Conference Room – Room 1103
Government Center, One West Market Street, Snow Hill, Maryland | |
| 9:01 - Closed Session
(Discussion regarding a personnel update, requests to hire Office Assistant IV, Correctional Officer Trainee, and Database Administrator Programmer, request to Promote to Landfill Crew Leader, and other personnel matters, to consider acquisition of real property, 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 June 4, 2024 | |
| 10:02 - Consent Agenda
(Jail Health Department Naloxone MOU, Request to Bid Transportation Engineering Consulting, Request to Bid Generator Maintenance, Request to Bid West Ocean City Harbor Dredging, Recommendation to Award LBHA Needs Assessment, ARPA Funding Request Berlin Fire, PLBVP Grant Request, MD Coastal Bay Cost Share, Plan Updates CDBG, FY25 BOE Transmittal Schedule) | 1-10 |
| 10:05 - Chief Administrative Officer: Administrative Matters
(FY25 Revised BOE Budget, FY25 Solid Waste Budget, FY25 Water Wastewater Budget, Health Department Core Match Waiver, Shared Facilities Agreement All Seasons Boat & RV, FY25 Environmental Programs Fee Update, Program Open Space Annual Program, Board Appointments) | 11-18 |
| 10:30 - Public Hearing – Bill 24-03 Farm-based Slaughterhouses | 19 |
| 10:35 - Public Hearing – Bill 24-04 Personal Storage Buildings A-1 | 20 |
| 12:00 PM - Questions from the Press; County Commissioner's Remarks | |
| Lunch | |
| 1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary) | |

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

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

June 4, 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 Bunting, seconded by Commissioner Abbott, 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, Legislative Analyst Charlene Sharpe, and Human Resources Director Stacey Norton and Deputy Director Pat Walls. Topics discussed and actions taken included the following: a personnel update, hiring Martin Lewis as a plant operator trainee, transferring Office Assistant V Carole Hankins from Public Works to the Solid Waste Division; receiving legal advice from counsel; and performing administrative functions, including discussing potential board appointments

Following a motion by Commissioner Bunting, seconded by Commissioner Elder, the commissioners unanimously voted to adjourn their closed session at 9:43 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Bertino called the meeting to order, and following a morning prayer by Reverend Davida Washington and pledge of allegiance, announced the topics discussed during the morning closed session.

The commissioners reviewed and approved the open and closed minutes of their May 14, 2024 work session and their May 21 regular session as presented.

The commissioners presented a proclamation recognizing June 2024 as Elder Abuse Awareness Month and June 15 as Elder Abuse Awareness Day to representatives from the Commission on Aging, State’s Attorney’s Office, and Department of Social Services.

Upon a motion by Commissioner Bunting, the commissioners unanimously approved by consent agenda item numbers 2-8 as follows: an Atlantic General Hospital grant support letter; a Department of Natural Resources Chesapeake & Coastal Services grant application for \$50,000 to update the County’s nuisance flood plan; a Warrant Apprehension and Absconding grant for \$30,000 to compensate deputies for overtime related to warrant service; a Sex Offender

Compliance and Enforcement in Maryland grant for \$9,096 to compensate deputies for overtime related to sex offender compliance checks and monitoring; reassigning funding of \$119,950 from the fuel conversion project to the generator project in the County Jail; waiving the formal bid process and renewing the Patagonia Health, LLC contract for five years at \$178,100 per year, with a locked-in 3% annual increase for electronic health record management; and scheduling a public hearing to receive objections on the proposed disposal of surplus County vehicles, equipment, and miscellaneous items no longer used by the County, by auctioning these items on GovDeals.com.

The commissioners met with Budget Officer Kim Reynolds to discuss adjustments made to the FY25 Board of Education (BOE) budget from the May 14 and 21 work sessions for a total unrestricted budget of \$104,980,244.

Upon a motion by Commissioner Elder, the commissioners voted 4-3, with Commissioners Fiori, Mitrecic, and Purnell voting in opposition, to reallocate funds of \$413,448 within the FY25 County Operating Budget from the Riddle Farm sewer bypass project to the Board of Education, thus increasing the BOE unrestricted budget from \$104,980,244 to \$105,393,692. That is \$5,892,273 over MOE and \$5,387,052 more than FY24 funding.

Commissioner Mitrecic stated that he cannot support this budget. He stated that the budget needs to be fully funded for the students and teachers to start to meet the Blueprint mandates. He then discussed the teacher salary scale, teacher resignations during the 2023-2024 school year, and per pupil funding costs. He pointed out that it costs roughly \$10,000 more per student to educate students in the south end of the County than it does to educate northern Worcester students: \$26,000 per pupil for Pocomoke High School (PHS) students, \$26,366 per pupil for Snow Hill High School students, and \$16,725 per pupil to educate students attending Stephen Decatur High School. He stated that if the commissioners are serious about cutting costs, they should combine PHS and SHHS instead of making cuts to education funding.

Commissioner Fiori stated that he could not support this funding reduction given the dramatic increases in the cost of living, increasing tax assessments, and the importance of providing adequate funding to give needed raises to BOE employees. Commissioner Purnell concurred, noting that this budget does nothing to address future salary-related Blueprint mandates. She stated that the commissioners have to do something to get ahead of rising costs.

The commissioners met with Ms. Reynolds to discuss adjustments made to the FY25 County Operating Budget since the May 21 work session. Commissioner Mitrecic stated that the FY25 budget should include funding for a 6% COLA and Step for eligible BOE and County employees, to keep pace with the cost of living. He expressed concern that many longtime employees are no longer eligible for a Step. In response to questions by Commissioner Bertino, Deputy Chief Administrative Officer Candace Savage advised that the BOE Step rate fluctuates between 0% to 11.9% based on where an employee is in the career ladder. Commissioner Abbott noted that, in addition to the COLA and Step increase included in the budget, the commissioners allocated \$3.5 million in rate stabilization funds to reduce health insurance rates from 12.65% to 4.3% for County and BOE employees.

Commissioner Elder noted that even teachers, who max out on the Step scale who earn over \$90,000 annually, will receive the COLA. Furthermore, they also receive a salary increase every five years.

Upon a motion by Commissioner Bunting, the commissioners voted 4-3, with Commissioners Fiori, Mitrecic, and Purnell voting in opposition, to adopt Resolution No. 24-05 adopting the FY25 County Operating Budget of \$261,917,617. The FY25 budget maintains the real property tax rate of 84.5¢ per \$100 of assessed value and the County's local income tax rate of 2.25%. This is the lowest income tax rate and the third lowest real property tax rate of all Maryland counties. It also includes record funding for the BOE at \$105.4 million, a salary step plus 4% cost-of-living adjustment for BOE and County staff; \$2.67 million in grants to county fire companies and \$8.7 million in ambulance grants, which represents an increase of \$1.5 million and includes supplemental funding for 10 EMS companies to assist with run and personnel costs. Grants to towns increased by \$200,253, including unrestricted grant increases of \$35,000 each to the Towns of Berlin and Pocomoke, a recreation grant increase of \$20,000 to the Ocean Pines Association, and increases to the Town of Ocean City of \$76,037 in unrestricted grant funds and \$32,500 or 50% of the cost of the OC Bomb Squad digital x-ray system; and an increase of \$5.6 million to the Health Department to comply with the 100% increase in the State Mandated Core Funding Match. It also eliminates the Benefits account and realigns insurance and benefits costs within each county department and agency to remain consistent with the Annual Comprehensive Financial Report.

Pursuant to the recommendation of Development Review and Permitting Deputy Director Matthew Laick and upon a motion by Commissioner Bunting, the commissioners unanimously adopted Resolution No. 24-6, authorizing the naming of a private lane off of South Point Road in Berlin, which serves nine residential lots identified on Tax Map 50 as Parcel 24, Lots 1, 2, 3, 4, 5, and 6; and Parcel 18, Block G, Lot 44; Parcel 34, Block F, Lots 25A and 37, as Heron Lane.

The commissioners conducted concurrent public hearings on the FY25 Solid Waste Budget of \$4,903,079 for the Central Landfill in Newark and the FY25 Water and Wastewater Budget of \$17,072,760 for the operating budgets, assessments, user charges, and other charges for each of the 11 Sanitary Service Areas and sub-areas operated by the Worcester County Department of Public Works, Water & Wastewater Division. Public Works Director Dallas Baker and Senior Accountant Barbara Hitch reviewed the proposed budgets for the County's various service areas.

Commissioner Bertino opened the floor to receive public comment.

There being no public comment, Commissioner Bertino closed the floor.

The commissioners conceptually approved the FY25 Solid Waste Budget and the Water and Wastewater Budget as presented and agreed to adopt the formal resolutions for both budgets at their next meeting on June 18, 2024.

Pursuant to the request of Mr. Baker and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved the permanent adjustment of the Fleet Maintenance Division operating hours to a four-day, 10-hour per day work week following the completion of the three-month trial period on May 24, 2024.

Pursuant to the recommendation of Procurement Officer Nick Rice and upon a motion by Commissioner Bunting, the commissioners unanimously awarded the highest scoring proposal for St. Martin's by the Bay water project design services to Davis, Bowen & Friedel, Inc. of



\$73,100.

Pursuant to the request of Mr. Rice and upon a motion by Commissioner Bunting, the commissioners awarded the lowest responsive bid for Riddle Farm Wastewater Treatment Plant upgrades to M2 Construction, LLC in the amount of \$3,578,490.

Pursuant to the recommendation of Mr. Baker in response to a request from the African American Heritage Society of Snow Hill and the State Highway Administration (SHA) and upon a motion by Commissioner Purnell, the commissioners unanimously authorized the SHA to install a historic marker at the Snow Hill Branch Library. This County-owned property is located at 307 N. Washington Street in Snow Hill, and the sign will denote the site's rich African American heritage.

Pursuant to the request of Recreation and Parks Director Kelly Rados and upon a motion by Commissioner Mitreic, the commissioners unanimously authorized the County's FY25 Program Open Space (POS) allocation of \$450,209 to be utilized to help cover the cost of the following projects: \$500,000 for the Showell Park playground replacement, \$200,000 for the Northern Worcester Athletic Complex restroom and concession upgrades; and \$50,000 for the Homer Gudelsky rip rap replacement/repair.

Madison Bryce, Governor Wes Moore's intergovernmental affairs liaison for the Eastern Shore, introduced herself to the commissioners and advised that she looks forward to working with them on State matters of interest to Worcester County.

The commissioners answered questions from the press, after which they adjourned to meet again on June 18, 2024.



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

June 6, 2024

Weston Young, Chief Administrative Officer
Worcester County Administration
Room 1103 Government Center
One West Market Street
Snow Hill, MD. 21863

RE. Memorandum of Understanding with WCHD

Dear Mr. Young,

I am submitting a request to enter into a Memorandum of Understanding between the County Commissioners of Worcester County, Maryland on behalf of the Worcester County Jail and the Worcester County Health Department. This memorandum is on behalf of the Worcester County Jail wherein the Health Department will provide naloxone to the jail so that it can be provided to at-risk inmates upon their release. This will assist the Worcester County Jail in compliance with the STOP Act of 2022 (Statewide Targeted Overdose Response) that becomes effective June 30th, 2024. The STOP Act of 2022 requires certain providers to offer naloxone to people at risk of witnessing or experiencing an overdose.

Please contact me if you have any questions regarding this request.

Sincerely,

Timothy Mulligan, Warden
Worcester County Jail



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: June 18, 2024
RE: Request to Bid – Transportation Engineering Consulting Services - Strategic Highway Safety Plan

Attached for your review and approval are proposal documents to contract for transportation engineering services to assist the county with a Strategic Highway Safety Plan. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit proposals for these services.

Funding for these services is available in Assigned Fund Balance for a Strategic Highway Safety Plan (SHSP), (New World Project Code: Strategic Hwy PI).

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

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



REQUEST FOR PROPOSAL

PROJECT:	Transportation Engineering Consulting Services Strategic Highway Safety Plan
DEPARTMENT:	Public Works

VENDOR:

NAME:	_____
ADDRESS:	_____ _____

PROPOSAL OPENING:

DATE:	_____
TIME:	_____

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SECTION I: INTRODUCTION**A. PURPOSE**

1. The purpose of this Request for Proposal Document is for Worcester County (“County”) to contract for transportation engineering consultant services to assist with developing the process and drafting a Strategic Highway Safety Plan (SHSP) consistent with Maryland State and Federal guidelines in conformity with the requirements contained herein (“Proposal Document(s”).

B. CLARIFICATION OF TERMS

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

C. QUESTIONS AND INQUIRES

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

D. FILLING OUT PROPOSAL DOCUMENTS

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

E. SUBMISSION OF PROPOSAL DOCUMENTS

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

F. **OPENING OF PROPOSALS**

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

G. **ACCEPTANCE OR REJECTION OF PROPOSALS**

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

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

H. QUALIFICATIONS

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

All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdacert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors.* For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html> .

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

I. DESCRIPTIVE LITERATURE

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

J. NOTICE TO VENDORS

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

K. PIGGYBACKING

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

END OF SECTION

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

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

B. PUBLIC INFORMATION ACT (PIA)

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

C. CONTRACT AWARD

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

D. AUDIT

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

E. NONPERFORMANCE

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

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

F. MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

G. DEFAULT

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

H. COLLUSION/FINANCIAL BENEFIT

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

I. TAX EXEMPTION

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

J. **CONTRACT CHANGES**

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

K. **ADDENDUM**

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

L. **EXCEPTIONS/ SUBSTITUTIONS**

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

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

M. APPROVED EQUALS

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

N. DELIVERY

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

O. INSURANCE

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

P. PROPOSAL EVALUATION

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

END OF SECTION

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

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

B. MATERIALS, SERVICES AND FACILITIES

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

C. INSPECTION AND TESTING

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

D. APPROVAL OF SUBSTITUTION OF MATERIALS

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

E. PROTECTION OF WORK, PROPERTY AND PERSONS

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

F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

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

G. LICENSES AND PERMITS

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

H. SUPERVISION

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

I. CLEAN UP

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

J. CHANGES IN WORK

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

K. TIME FOR COMPLETION

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

L. LIQUIDATED DAMAGES

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

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

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

M. CORRECTION OF WORK

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

N. CONSTRUCTION SAFETY AND HEALTH STANDARDS

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

O. PERFORMANCE AND PAYMENT BONDS

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

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

P. GUARANTEE

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

END OF SECTION

SECTION IV: PROPOSAL SPECIFICATIONS

A. SCOPE

1. The County is seeking proposals from qualified Vendors to provide transportation engineering consultant services to assist with developing the process and drafting a Strategic Highway Safety Plan (SHSP) consistent with Maryland State and Federal guidelines in accordance with the terms and conditions and specifications set forth in this solicitation.
2. This plan is to support the Department of Public Works (DPW) as well as other departments within the County to help identify safety needs related to transportation as well as assist in the preparation of grant materials to obtain funding in support of various County initiatives.

B. CONTRACT PRICING

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

C. SUMMARY

1. The Successful Vendor will provide professional transportation planning services for Worcester County as directed by County staff in the development of a Strategic Highway Safety Plan. The tasks identified to be undertaken by the consultant to complete the plan include the following:
 - a. **Kick-off and Coordination Meeting**– Consultant will hold a kick-off meeting with the County DPW staff to develop the overall project schedule, discuss key element of the SHSP, identify existing and readily available data, and identify the stakeholder group for coordination with concerning data and safety priorities.
 - b. **Data Collection and Needs Assessment** – Consultant will collect any necessary data to assist with report preparation. This may include (but is not limited to) GIS data, mapping, traffic data, accident reports, etc. The team will begin with existing County data and resources and identify any other readily available data that may be available, and any missing data or needs, to assist with the development of the SHSP.
 - c. **Stakeholder Meetings** – Consultant to meet with applicable County department staff for input on safety needs; this may include (but is not limited to) the County Sheriff, State Police, fire departments and other emergency service providers, school officials, MDOT SHA, and other key public stakeholders that may have input into issues with roadway safety throughout the County. The information gathered in these meetings will be shared with the County as well as incorporated into the SHSP. It is anticipated that three (3) stakeholder meeting will be held:
 - i. SHSP Initiation Meeting
 - ii. SHSP Preliminary Findings and Needs Discussion Meeting
 - iii. Presentation of Draft SHSP Meeting
 - d. **Report Preparation** – Consultant will prepare a draft strategic highway safety plan, in accordance with the guidelines provided by the Federal Highway Administration and Maryland Office of Highway Safety, for the County to review. Once feedback and comments are provided, the consultant will revise the plan accordingly and provide a final draft in both digital and printed form. Key elements of the plan may include elements associated with enforcement, engineering, education, and emergency medical services. The goal of the plan is

to show active efforts associated with communication, collaboration, coordination, evaluation, and equity.

2. SCHEDULE

- a. The consultant shall be prepared to initiate work tasks immediately upon receiving authorization. The Draft SHSP will be prepared and provide for comments within 6 months from notice to proceed.

D. GENERAL REQUIREMENTS

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

E. PAYMENT

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

F. QUESTIONS

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

G. AWARD

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

END OF SECTION

SECTION V: EVALUATION AND SELECTION PROCESS

A. EVALUATION

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

Weighting Factor	Criterion
20%	Qualifications of the Organization
10%	Vendor’s understanding of the purpose and objectives of the specified work
20%	Vendor’s organizational capacity to meet the demands of the RFP specifications based on the firm’s history with meeting project schedules)
20%	Vendor’s knowledge and experience to perform the specified work. (based on previous jobs of a similar nature)
30%	Price

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

Unacceptable	0
Poor	1
Fair	2
Good	3
Superior	4

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

END OF SECTION

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

FORM OF PROPOSAL

To whom it may concern:

We hereby submit our Proposal Documents for “TRANSPORTATION ENGINEERING CONSULTING SERVICES - STRATEGIC HIGHWAY SAFETY PLAN” as indicated in the Proposal Documents. Having carefully examined the Proposal Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Proposal.

ITEM	DESCRIPTION	EXTENDED PRICE
1	Provide labor, materials and equipment for transportation engineering consulting services to assist with developing the process and drafting a Strategic Highway Safety Plan (SHSP) consistent with Maryland State and Federal guidelines as stated in the Proposal Specifications.	

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

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

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

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

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

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

Sign for Identification Printed Name

Title Email

REFERENCES

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

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

Sign for Identification

Printed Name

EXCEPTIONS

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

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

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

The vendor hereby acknowledges receipt of the following addenda.

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

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax:

Signed By: _____ In the presence of: _____

President

Witness

Attest: _____

Corporate Secretary

Affix Corporate Seal

VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

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

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

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

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

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

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

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

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

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Printed Name

Title

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

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

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

10. Independent Contractor.

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

11. Insurance Requirements.

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

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

13. Ownership of Documents; Intellectual Property.

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

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

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



Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: June 18, 2024
RE: Request to Bid – Generator Preventative Maintenance

Attached for your review and approval are proposal documents to contract for the preventative maintenance services for the county's generators. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit proposals for these services. This preventative maintenance contract ensures the generators are reliable and ready to provide power upon utility power failure due to emergencies or power outages.

Funding for these services is budgeted in various accounts.

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

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



REQUEST FOR PROPOSAL

PROJECT: Countywide Generator Preventative Maintenance

DEPARTMENT: Public Works

VENDOR:

NAME: _____

ADDRESS: _____

PROPOSAL OPENING:

DATE: _____

TIME: _____

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SECTION I: INTRODUCTION

A. PURPOSE

1. The purpose of this Request for Proposal Document is for Worcester County (“County”) to contract for Preventative Maintenance on the county’s generators in conformity with the requirements contained herein (“Proposal Document(s”).

B. CLARIFICATION OF TERMS

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

C. QUESTIONS AND INQUIRES

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

D. FILLING OUT PROPOSAL DOCUMENTS

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

E. SUBMISSION OF PROPOSAL DOCUMENTS

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

F. **OPENING OF PROPOSALS**

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

G. **ACCEPTANCE OR REJECTION OF PROPOSALS**

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

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

H. QUALIFICATIONS

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

I. DESCRIPTIVE LITERATURE

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

J. NOTICE TO VENDORS

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

K. PIGGYBACKING

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

END OF SECTION

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

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

B. PUBLIC INFORMATION ACT (PIA)

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

C. CONTRACT AWARD

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

D. AUDIT

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

E. NONPERFORMANCE

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

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

F. MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

G. DEFAULT

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

H. COLLUSION/FINANCIAL BENEFIT

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

I. TAX EXEMPTION

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

J. **CONTRACT CHANGES**

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

K. **ADDENDUM**

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

L. **EXCEPTIONS/ SUBSTITUTIONS**

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

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

M. APPROVED EQUALS

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

N. DELIVERY

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

O. INSURANCE

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

P. PROPOSAL EVALUATION

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

END OF SECTION

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

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

B. MATERIALS, SERVICES AND FACILITIES

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

C. INSPECTION AND TESTING

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

D. APPROVAL OF SUBSTITUTION OF MATERIALS

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

E. PROTECTION OF WORK, PROPERTY AND PERSONS

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

F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

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

G. LICENSES AND PERMITS

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

H. SUPERVISION

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

I. CLEAN UP

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

J. CHANGES IN WORK

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

K. TIME FOR COMPLETION

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

L. LIQUIDATED DAMAGES

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

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

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

M. CORRECTION OF WORK

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

N. CONSTRUCTION SAFETY AND HEALTH STANDARDS

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

O. PERFORMANCE AND PAYMENT BONDS

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

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

P. GUARANTEE

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

END OF SECTION

SECTION IV: PROPOSAL SPECIFICATIONS

A. SCOPE

1. The County is seeking proposals from qualified Vendors to provide preventative maintenance on the county's generators in accordance with the terms and conditions and specifications set forth in this solicitation.

B. CONTRACT PRICING

1. Contract pricing will be valid for the term of three (3) years starting July 1, 2024 and ending on June 30, 2027, ("Contract Period").
 - a. During this three (3) year period one of the requirements to validate this contract will require the bidder to change the antifreeze in all the generators on the attached list. The cost of the antifreeze is to be included in the annual bid.
2. Pricing must include all labor, materials, tools, and equipment to perform Work.
3. Pricing will not change during the Contract Period.

C. CONTRACT PERIOD RENEWAL OPTION

1. The County reserves the right to extend the Contract Period for two additional one-year terms, provided the Successful Vendor agrees there will be no increase in price for the additional Contract Period(s). The Successful Vendor will notify the County's Administration Office in writing no later than 90 days prior to each subsequent year regarding the Successful Vendor's decision to hold prices firm for an additional year. The County will then have the option to either extend the Contract Period or re-bid.

D. SUMMARY

1. Perform two preventative maintenance inspections each year on generators listed on Attachment 1 with the exception of the two generators at the Detention Center.
 - a. Perform four preventive maintenance inspections each year on the two generators at the Detention Center.
2. Any additional repairs, parts or services which are required or recommended shall be brought to the attention of the contact person. Authorization for repairs can be made verbally by the contact person assigned to the generator or the county employee on duty responsible for the generator.
3. Service, periodic inspections or authorized work shall be performed during regular business hours, 7:30 am to 4:00 pm, Monday through Friday. Emergency repairs shall be responded to within two (2) hours of notification. Authorization for emergency repairs can be made verbally by the contact person assigned to the generator or by the county employee on duty responsible for emergency calls.

E. MAINTENANCE SPECIFICATIONS

1. Cooling System
 - a. Check all belts
 - b. Check all hoses
 - c. Test antifreeze, DCA level, and proper concentration
 - d. Change coolant filter, if applicable
 - e. Check block heater for proper operation
 - f. Check radiator and coolant level
 - g. Check water pump bearings
 - h. Coolant to be changed once within a three (3) year period
 - i. Check for leaks
2. Oil System

- a. Check oil level
- b. Change engine oil and filters (once a year or every 150 hours)
- c. Check for leaks
- d. Label filter with date and hours it was changed
3. Fuel System
 - a. Replace fuel filter (once a year or every 150 hours)
 - b. Check fuel lines and connections
 - c. Check for leaks
 - d. Check fuel level in tank and note on PM report
 - e. Label filter with date and hours it was changed
4. Battery and Starter System
 - a. Inspect battery electrolyte level
 - b. Load test battery
 - c. Clean and tighten battery cables
 - d. Check battery charger for proper operation
 - e. Check starter
 - f. Check wiring and cable connections
5. Air and Exhaust System
 - a. Check air filter
 - b. Check air intake and hoses
 - c. Check exhaust for leaks
 - d. Check muffler
 - e. Check rain cap/louvers/shutters
 - f. Check and drain condensation traps
6. Engine – Gas or LP
 - a. Check spark plugs
 - b. Check ignition system – points, condenser, wires, cap and rotor button.
 - c. Check carburetor and choke system
7. Generator Test Run
 - a. Check operation of all gauges
 - b. Test safety shutdowns
 - c. Check engine governor for proper operation
 - d. Check for stable voltage and frequency
 - e. Test system under load as system allows
8. Automatic Transfer Switch
 - a. Visual Inspection of ATS enclosure
 - b. Check time delays
 - c. Check instrument and gauges
 - d. Check exerciser clock
 - e. Check selector switch
 - f. Perform “no load” and/or “load test”
 - g. Record critical values ie. voltage, amperage and frequency
 - h. Return system to automatic
9. Disposal
 - a. Dispose of all waste products in accordance with EPA/DEP guidelines
10. Report

- a. Submit PM checklist, service report and invoice describing work performed within 30 days of inspection.
- b. List of recommended repairs if needed

F. SPECIAL PROVISIONS

- 1. Bids shall reflect the cost of the contract rendered on an annual basis.
- 2. Payment will be made for this contract from invoices accompanying written report after preventative maintenance has been performed.
- 3. Payment for additional repairs or emergency repairs will be paid from invoices accompanied by a written report detailing the repair. These invoices will need to be itemized to include labor hours and parts breakdown with prices.
- 4. The County reserves the right to add or delete generators to the contract.
- 5. Inspections shall be performed at 3-month intervals on the two generators at the Detention Center.
- 6. Inspections shall be performed at six-month intervals on all other generators.
- 7. Emergency Services and DPW, Maintenance Division must be notified prior to the preventative maintenance services being performed at the Courthouse or the 911 towers.
 - a. Keys to the towers can be picked up at Emergency Services. Once the preventative maintenance inspections are completed for Emergency Services, an employee must sign off on the preventative maintenance form.

G. GENERAL REQUIREMENTS

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

H. PRE-PROPOSAL CONFERENCE

- 1. Provide date, time and location if a pre-proposal conference is scheduled.

I. PAYMENT

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

J. QUESTIONS

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

K. AWARD

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

END OF SECTION

SECTION V: EVALUATION AND SELECTION PROCESS

A. EVALUATION

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

Weighting Factor	Criterion
20%	Qualifications of the Organization
10%	Vendor’s understanding of the purpose and objectives of the specified work
10%	Vendor’s organizational capacity to meet the demands of the RFP specifications
30%	Vendor’s knowledge and experience to perform the specified work. (based on previous jobs of a similar nature)
30%	Price

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

Unacceptable	0
Poor	1
Fair	2
Good	3
Superior	4

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

END OF SECTION

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

FORM OF PROPOSAL

To whom it may concern:

We submit bids, reflecting the cost of the contract on an annual basis, for preventative maintenance on the following generators:

Ocean Pines W/WW	31 generators	Bid \$ _____
River Run	6 generators	Bid \$ _____
West Ocean City Service Area	5 generators	Bid \$ _____
Nantucket Point Service Area	1 generator	Bid \$ _____
Newark Service Area	1 generator	Bid \$ _____
Mystic Harbor Service Area	12 generators	Bid \$ _____
Light House Sound	1 generator	Bid \$ _____
Glen Riddle	6 generators	Bid \$ _____
The Landings	2 generators	Bid \$ _____
Assateague Point	1 generator	Bid \$ _____
DPW - Administration	1 generator	Bid \$ _____
DPW – Roads Division	1 generator	Bid \$ _____
Emergency Services	9 generators	Bid \$ _____
Courthouse	1 generator	Bid \$ _____
Health Department	2 generators	Bid \$ _____
Recreation Division	1 generator	Bid \$ _____
Fire Training Center	1 generator	Bid \$ _____
Detention Center	2 generators	Bid \$ _____
Charles & Martha Fulton Senior Ctr.	1 generator	Bid \$ _____
Northern Worcester Senior Center	1 generator	Bid \$ _____
	TOTAL BID	\$ _____

Please submit hourly rates for additional and emergency repairs.

Hourly Rate: _____ Travel Rate: _____

After Hours/Saturday Rate: _____ Legal Holidays/ Sunday Rate: _____

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

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

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

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

ITEM 3

Has your organization compiled your Completed Proposal Document as per Section I, subsection D.3 and in accordance with the Proposal Specifications Section of this Proposal Document?

(Yes)____ (No) _____ CHECK One

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

Sign for Identification

Printed Name

Title

Email

REFERENCES

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

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

Sign for Identification

Printed Name

EXCEPTIONS

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

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

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

The vendor hereby acknowledges receipt of the following addenda.

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

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

President

Witness

Attest: _____

Corporate Secretary

Affix Corporate Seal

VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

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

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

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

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

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

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

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

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

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Printed Name

Title

EXHIBIT A

WORCESTER COUNTY MARYLAND
STANDARD TERMS AND CONDITIONS

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

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

10. Independent Contractor.

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

11. Insurance Requirements.

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

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

13. Ownership of Documents; Intellectual Property.

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

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

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

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

LIST OF GENERATORS

PUBLIC WORKS - WATER/WASTEWATER PUMPING STATIONS

Ocean Pines - Water/Wastewater Pumping Stations

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
A	Elliot	100QD	BY12J709	275	200	125
B-Y	Elliot	100QD	BT07J563	275	200	125
C	Onan	100DGBL37235A	D900311815	275	200	100
D	MTU	DS00125D6S9AK0574	362768-1-1-0713	275	200	125
E	Onan	125DGEAL31840A	L880193169	275	200	125
F	Elliot	100QD	BY12J708	300	200	125
G	Kohler	100REOZJF	SGM32FWPK	448	200	100
H	Onan	25DKAF	E960607656	275	50	16.8
I	MTU	DS00100D6SPAK0574	362713-1-100713	275	200	100
J	Onan	80DGDA	B940533105	275	200	80
K	Onan	80DGDA-S10	K990021650	180	50	80
L	Powerguard	DLC124	D942165	275	200	125
M	Onan	100DGDB	H920479078	275	200	100
N	Powerguard	DLC125	D942166	180	200	125
O	Onan	25DKAF	J950591088	180	50	25
P	Onan	50DGCA	J950591077	500	50	50
Q-R	Onan	DFAB-3388704	A000043914	180	50	230
S	Onan	80DGDA	J950590661	180	50	80
T	Onan	100DBDB	L950594157	180	200	100
U	Kohler	20ROZJ81	382838	180	50	25
V	Kohler	30ROZJ81	382946	180	50	35
W	Onan	DGGD-5702538	A050736671	145	50	35
X	Cummins	DSFAA-5939131	J100160724	110	50	35
PORTABLE	Onan	100DGDB	F950579215	100	10	100

Ocean Pines - Water/Wastewater Treatment Plant

Contact Person - Dominic Ross, 410-641-5251 ext. 2422 dross@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Treatment Plant	Onan	750DFJR	B940532	2000	200	750
Treatment Plant (Blower)	CAT Blower	3306B	64205809	2000	200	200hp

Ocean Pines - Water/Wastewater Wells

Contact Person - Joe Serman, 410-641-5251 ext 2413 jserman@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Well 2	Katolight	D100FRZ4	LM349475-65640-1	300	50	100
Well 3	Katolight	D100FRZ4	LM250371-65642-2	300	50	100
Well 4	Katolight	D100FRZ4	LM350370-65640-2	300	50	100
Well 5	Katolight	D100FRZ4	LM350338-65634-1	300	50	100
Well 10	Onan	DGDA-5587897	L020449051	275	50	80

River Run Pumping Stations

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Station 1	Cummins	C50 D6	B220042811	75	50	50
Station 2	Elliot	25RD	BY11J677	75	50	25
Station 3	Kholer	10REOD	2141151	80	50	13.8
Station 5	Kholer	20REOZK	339NGMKR0020	75	50	24
Station 6	Kohler	40REOZK	33FYGMILL0020	133	50	42

River Run Treatment Plant

Contact Person - Dominic Ross, 410-641-5251 ext. 2422 dross@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Treatment Plant	Elliot	150RD	BY11J676	150	50	150

West Ocean City Pumping Stations

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Station 1	DMT	DMT150-CP	90157-1	1000	50	150
Station 2	Elliot	50RD	BY02J489	200	50	50
Station 3	Kohler	40REOZK	33FYGMLL0004	200	50	42
Station 4	Cummings	DSFAE-A041D729	L150873506	100	50	80
Station 5	MTU	3R0096 DS30	95090602707	100	50	30

Nantucket Point Pumping Station

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Station 6	Katolight	D40FPJ4T2	133857-1106	120	50	60

Newark Water Treatment Plant

Contact Person - Andy Glenn, 410-430-1899 aglenn@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Water Treatment Plant	Elliot	25RD	BY11J678	200	50	60

Mystic Harbor Pumping Stations

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Station B	Katolight	D25FJ54T2	120805-0106	200	50	30
Station C	Katolight	SED30FJJ4T2	145301-0507	200	50	30
Station D	Elliot	30RD	BW11J130	200	50	50
Station E	Onan	35DGBB42355F	A990851674	200	50	35
Station F	Onan	DGBB-4483237	F000117141	200	50	50
Station G	Onan	DGBB-4961691	F010255078	145	50	35
Station H	Cummins	C35 D6	F180372704	200	50	35
John Landing station 7	Cummins	C20 D6	J200825593	145	50	20
Sea Oaks	Kholer	40REOZK	33FYGMJC0010	145	50	42

Mystic Harbor Wastewater Treatment Plant

Contact Person - Andy Glenn, 410-430-1899 aglenn@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Wastewater Treatment Plant	MTU	DS02550D6SRAH1484	341288-1-1-0112	1000	50	550

Mystic Harbor Water Treatment Plant

Contact Person - Andy Glenn, 410-430-1899 aglenn@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Water Treatment Plant	Elliot	25RD	BY11J678	200	50	50

Mystic Harbor Wells

Contact Person - Andy Glenn, 410-430-1899 aglenn@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Well 1&3	Generac	98A01962-S	2041153	200	250	60

Lighthouse Sound Pumping Station

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Pumping Station	Onan	DGCA-3374957	G990951172	300	50	50

Glen Riddle Wastewater Treatment Plant

Contact Person - Andy Glenn, 410-430-1899 aglenn@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Wastewater Treatment Plant	Onan	DFEK-5602633	D030496253	850	50	500

Glen Riddle Pumping Stations

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Station 1	Onan	DGGD-5706915	C050753888	75	50	35
Station 2	Onan	DGHE-5655740	L030582203	75	50	50
Station 3	Onan	DGHE-5655724	L030582202	75	50	50
Station 4	Onan	DGHE-5707491	C050757230	75	50	50
Station 5	Onan	CD03C-1713565	C170160258	75	50	35

The Landings Wastewater Treatment Plant

Contact Person - Andy Glenn, 410-430-1899 aglenn@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Wastewater Treatment Plant	CAT	CAT0000K9EP02485	AER00554	1000	50	750

The Landings Pumping Stations

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Pump Station A	Cummins	DGGD-5668712	D040626134	145	50	35

Assateague Point Pumping Station

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Pump Station 4	Katolight	D40FPJ4T2	133857-1106	50	40	40

PUBLIC WORKS- ADMINISTRATION

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
6113 Timmons Rd Snow Hill MD 21863	Kohler	200REOZJF	339CGMLF0008	400	25	195

PUBLIC WORKS - ROADS

Contact Person - Kevin Lynch, 410-632-2244 klynch@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
5764 Worcester Hwy Snow Hill MD 21863	Katolight	SD50FGJ4T	151773-0907	550	25	50

EMERGENCY SERVICES

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Snow Hill Water Tower, 112 N Washington St Snow Hill MD 21863	Kohler 2023	KG45	33MFGMLN0003	Propane	25	45
Pocomoke Water Tower, 1844 Pocomoke Beltway Pocomoke MD 21851	Generac	QT02524ANSNA	3000353029	Propane	25	25
Mystic Harbor Water Tower, 9624 Stephen Decatur Hwy, Berlin Md 21811	Generac	SG45	3003966521	Propane	25	45
New Building, 2630 Klej Grange Rd, Pocomoke MD 21851	Onan	GGHF-7482576	K080222746	Propane	25	35
Old Building, 2630 Klej Grange Rd, Pocomoke MD 21851	Onan	GGFD-5565132	GO20397653	Propane	200	75

ITEM 3

State Building, 6841
Central Site Ln, Newark
MD 21841

Kholer	60RZG	708918	Propane	25	60
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New County Building,
6841 Central Site Ln,
Newark MD 21841

Generac	488370100	2081437	Propane	25	75
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HVAC/GEN Trailer

Applied Companies	20RFH33DWLP	813 A	Diesel	20	23
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Comms Trailer Gen

Cummins 2019	12HDKCD-2209H	G190600633	Diesel	20	12
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COURTHOUSE

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
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One West Market St,
Snow Hill MD 21863

Kholer	450REOZD4	708083	Fuel Oil/1000	50	450
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BERLIN HEALTH DEPARTMENT

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
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7916 Healthway Drive,
Berlin MD 21811

Stateline	SPC125J	2379	Fuel Oil/250	50	125
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SNOW HILL HEALTH DEPARTMENT

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

ITEM 3

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
6040 Public Landing Rd, Snow Hill MD 21863	Katolight	SED230FBJ4	115215-0905	Fuel Oil/410	200	230

RECREATION DEPARTMENT

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
6030 Public Landing Rd, Snow Hill MD 21863	Katolight	SED400FRX4T3	149220-0707	Fuel Oil/ 800	40	400

FIRE TRAINING CENTER

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
6841 Central Site Ln, Newark MD 21841	Baldor	8.00-70	PO611130003	Fuel Oil/200	50	100

DETENTION CENTER

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
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ITEM 3

Detention Center #1,
5022 Joyner Rd, Snow
Hill MD 21863

Kohler	350REOZJ	33DTGMGH0004	Diesel	50	250
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Detention Center #2,
5022 Joyner Rd, Snow
Hill MD 21863

High Power	HDI-300F	NEW	Diesel	50	300
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CHARLES & MARTHA FULTON CENTER

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
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4767 Snow Hill Rd, Snow
Hill MD 21863

MTU	DS00100D6PAK0574	307236-1-1-0309	Fuel Oil/1000	50	275
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NORTHERN WORCESTER SENIOR CENTER

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
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10129 Old Ocean City
Blvd, Berlin MD 21811

MTU	DS00100D6SPAK0574	336517-1-1-0811	Fuel Oil/1000	50	100
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GENERATOR ENGINE DATA

PUBLIC WORKS - WATER/WASTEWATER PUMPING STATIONS**Ocean Pines - Water/Wastewater Pumping Stations**

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
A	Elliot	100QD	BY12J709
B-Y	Elliot	100QD	BT07J563
C	Onan	100DGBL37235A	D900311815
D	MTU	DS00125D6S9AK0574	362768-1-1-0713
E	Onan	125DGEAL31840A	L880193169
F	Elliot	100QD	BY12J708
G	Kohler	100REOZJF	SGM32FWPK
H	Onan	25DKAF	E960607656
I	MTU	DS00100D6SPAK0574	362713-1-100713
J	Onan	80DGDA	B940533105
K	Onan	80DGDA-S10	K990021650
L	Powerguard	DLC124	D942165
M	Onan	100DGDB	H920479078
N	Powerguard	DLC125	D942166
O	Onan	25DKAF	J950591088
P	Onan	50DGCA	J950591077
Q-R	Onan	DFAB-3388704	A000043914
S	Onan	80DGDA	J950590661
T	Onan	100DBDB	L950594157
U	Kohler	20ROZJ81	382838
V	Kohler	30ROZJ81	382946
W	Onan	DGGD-5702538	A050736671
X	Cummins	DSFAA-5939131	J100160724
PORTABLE	Onan	100DGDB	F950579215

Ocean Pines - Water/Wastewater Treatment Plant

Contact Person - Dominic Ross, 410-641-5251 ext. 2422 dross@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
Treatment Plant	Onan	750DFJR	B940532
Treatment Plant (Blower)	CAT Blower	3306B	64205809

Ocean Pines - Water/Wastewater Wells

Contact Person - Joe Serman, 410-641-5251 ext 2413 jserman@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
Well 2	Katolight	D100FRZ4	LM349475-65640-1
Well 3	Katolight	D100FRZ4	LM250371-65642-2
Well 4	Katolight	D100FRZ4	LM350370-65640-2
Well 5	Katolight	D100FRZ4	LM350338-65634-1
Well 10	Onan	DGDA-5587897	L020449051

River Run Pumping Stations

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
Station 1	Cummins	C50 D6	B220042811
Station 2	Elliot	25RD	BY11J677
Station 3	Kholer	10REOD	2141151
Station 5	Kholer	20REOZK	339NGMKR0020
Station 6	Kohler	40REOZK	33FYGMMLL0020

River Run Treatment Plant

Contact Person - Dominic Ross, 410-641-5251 ext. 2422 dross@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
Treatment Plant	Elliot	150RD	BY11J676

West Ocean City Pumping Stations

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
Station 1	DMT	DMT150-CP	90157-1
Station 2	Elliot	50RD	BY02J489
Station 3	Kohler	40REOZK	33FYGMMLL0004
Station 4	Cummings	DSFAE-A041D729	L150873506
Station 5	MTU	3R0096 DS30	95090602707

Nantucket Point Pumping Station

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
Station 6	Katolight	D40FPJ4T2	133857-1106

Newark Water Treatment Plant

Contact Person - Andy Glenn, 410-430-1899 aglenn@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
Water Treatment Plant	Elliot	25RD	BY11J678

Mystic Harbor Pumping Stations

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
Station B	Katolight	D25FJ54T2	120805-0106
Station C	Katolight	SED30FJJ4T2	145301-0507
Station D	Elliot	30RD	BW11J130
Station E	Onan	35DGBB42355F	A990851674
Station F	Onan	DGBB-4483237	F000117141
Station G	Onan	DGBB-4961691	F010255078
Station H	Cummins	4BT3.3G5	72038714
John Landing station 7	Cummins	C20 D6	J200825593
Sea Oaks	Kholer	40REOZK	33FYGMJC0010

Mystic Harbor Wastewater Treatment Plant

Contact Person - Andy Glenn, 410-430-1899 aglenn@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
Wastewater Treatment Plant	MTU	DS02550D6SRAH1484	341288-1-1-0112

Mystic Harbor Water Treatment Plant

Contact Person - Andy Glenn, 410-430-1899 aglenn@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
Water Treatment Plant	Elliot	25RD	BY11J678

Mystic Harbor Wells

Contact Person - Andy Glenn, 410-430-1899 aglenn@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
Well 1&3	Generac	98A01962-S	2041153

Lighthouse Sound Pumping Station

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
Pumping Station	Onan	DGCA-3374957	G990951172

Glen Riddle Wastewater Treatment Plant

Contact Person - Andy Glenn, 410-430-1899 aglenn@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
Wastewater Treatment Plant	Onan	DFEK-5602633	D030496253

Glen Riddle Pumping Stations

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
Station 1	Onan	DGGD-5706915	C050753888
Station 2	Onan	DGHE-5655740	L030582203
Station 3	Onan	DGHE-5655724	L030582202
Station 4	Onan	DGHE-5707491	C050757230
Station 5	Onan	CD03C-1713565	C170160258

The Landings Wastewater Treatment Plant

Contact Person - Andy Glenn, 410-430-1899 aglenn@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
Wastewater Treatment Plant	CAT	CAT0000K9EP02485	AER00554

The Landings Pumping Stations

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
Pump Station A	Cummins	DGGD-5668712	D040626134

Assateague Point Pumping Station

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
Pump Station 4	Katolight	D40FPJ4T2	133857-1106

PUBLIC WORKS- ADMINISTRATION

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
6113 Timmons Rd Snow Hill MD 21863	Kohler	200REOZJF	339CGMLF0008

PUBLIC WORKS - ROADS

Contact Person - Kevin Lynch, 410-632-2244 klynch@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
5764 Worcester Hwy Snow Hill MD 21863	Katolight	SD50FGJ4T	151773-0907

EMERGENCY SERVICES

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
Snow Hill Water Tower, 112 N Washington St Snow Hill MD 21863	Kohler	KG6208	400644
Pocomoke Water Tower, 1844 Pocomoke Beltway Pocomoke MD 21851	Generac	QT02524ANSNA	3000353029
Mystic Harbor Water Tower, 9624 Stephen Decatur Hwy, Berlin Md 21811	Generac	SG45	3003966521
New Building, 2630 Klej Grange Rd, Pocomoke MD 21851	Onan	GGHF-7482576	K080222746
Old Building, 2630 Klej Grange Rd, Pocomoke MD 21851	Onan	GGFD-5565132	GO20397653

State Building, 6841
Central Site Ln, Newark
MD 21841

Kholer	60RZG	708918
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New County Building,
6841 Central Site Ln,
Newark MD 21841

Generac	488370100	2081437
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HVAC/GEN Trailer

Perkins	404D-22T	190363730
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Comms Trailer

Kubota	D1503-M-BG-EF01	7KK7017
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COURTHOUSE

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
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One West Market St,
Snow Hill MD 21863

Kholer	450REOZD4	708083
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BERLIN HEALTH DEPARTMENT

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
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7916 Healthway Drive,
Berlin MD 21811

Stateline	SPC125J	2379
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SNOW HILL HEALTH DEPARTMENT

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

ITEM 3

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
6040 Public Landing Rd, Snow Hill MD 21863	Katolight	SED230FBJ4	115215-0905

RECREATION DEPARTMENT

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
6030 Public Landing Rd, Snow Hill MD 21863	Katolight	SED400FRX4T3	149220-0707

FIRE TRAINING CENTER

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
6841 Central Site Ln, Newark MD 21841	Baldor	8.00-70	PO611130003

DETENTION CENTER

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
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Detention Center #1,
 5022 Joyner Rd, Snow
 Hill MD 21863 Kohler 350REOZJ 33DTGMGH0004

Detention Center #2,
 5022 Joyner Rd, Snow
 Hill MD 21863 FPT-Iveco C10TE1D NEW

CHARLES & MARTHA FULTON CENTER

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
4767 Snow Hill Rd, Snow Hill MD 21863	MTU	DS00100D6PAK0574	307236-1-1-0309

NORTHERN WORCESTER SENIOR CENTER

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>
10129 Old Ocean City Blvd, Berlin MD 21811	MTU	DS00100D6SPAK0574	336517-1-1-0811



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: June 18, 2024
RE: Request to Bid – West Ocean City Harbor Dredging Services

Attached for your review and approval are bid documents to contract for dredging services within the West Ocean City Harbor. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit bids for these services.

There is \$275,000 in funding for these services from the Tri-County Council Grant, GL #100.1801.6160.151.

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:	<u>West Ocean City Harbor Dredging</u>
DEPARTMENT:	<u>Environmental Programs</u>

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 dredging services in West Ocean City Harbor in conformity with the requirements contained herein (“Bid Document(s”).

B. CLARIFICATION OF TERMS

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

C. QUESTIONS AND INQUIRES

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

D. FILLING OUT BID DOCUMENTS

1. Use only forms supplied by the County.
2. One unbound original and two bound copies of the bid form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Bid Documents should be 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: **WEST OCEAN CITY DREDGING SERVICES** and the Vendor's name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED BID DOCUMENTS ENCLOSED" on the face thereof.

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

F. OPENING OF BIDS

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

G. ACCEPTANCE OR REJECTION OF BIDS

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

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

H. QUALIFICATIONS

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

I. DESCRIPTIVE LITERATURE

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

J. NOTICE TO VENDORS

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

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

K. PIGGYBACKING

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

END OF SECTION

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

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

B. PUBLIC INFORMATION ACT (PIA)

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

C. CONTRACT AWARD

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

D. AUDIT

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

E. NONPERFORMANCE

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

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

F. MODIFICATION OR WITHDRAWAL OF BID

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

G. DEFAULT

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

H. COLLUSION/FINANCIAL BENEFIT

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

I. TAX EXEMPTION

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

J. CONTRACT CHANGES

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

K. ADDENDUM

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

L. EXCEPTIONS/ SUBSTITUTIONS

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

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

M. APPROVED EQUALS

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

N. DELIVERY

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

O. INSURANCE

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

P. BID EVALUATION

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

END OF SECTION

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

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

B. MATERIALS, SERVICES AND FACILITIES

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

C. INSPECTION AND TESTING

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

D. APPROVAL OF SUBSTITUTION OF MATERIALS

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

E. PROTECTION OF WORK, PROPERTY AND PERSONS

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

F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

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

G. LICENSES AND PERMITS

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

H. SUPERVISION

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

I. CLEAN UP

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

J. CHANGES IN WORK

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

K. TIME FOR COMPLETION

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

L. LIQUIDATED DAMAGES

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

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

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

M. CORRECTION OF WORK

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

N. CONSTRUCTION SAFETY AND HEALTH STANDARDS

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

O. BID BOND

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

P. PERFORMANCE AND PAYMENT BONDS

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

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

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

Q. GUARANTEE

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

END OF SECTION

SECTION IV: BID SPECIFICATIONS

A. SCOPE

1. The County is seeking bids from qualified Vendors for dredging services in West Ocean City 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. See attachments for full project information.

D. GENERAL REQUIREMENTS

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

E. ATTACHMENTS

1. Attachment 1 – Mechanical Dredging Technical Specifications
2. West Ocean City Harbor Proposed Dredging Plans

F. PRE-BID CONFERENCE

1. A pre-bid meeting is scheduled on site on _____.

G. PAYMENT

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

H. QUESTIONS

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

I. AWARD

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

END OF SECTION

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

FORM OF BID

To whom it may concern:

We hereby submit our Bid Documents for “WEST OCEAN CITY HARBOR DREDGING SERVICES” 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 mechanically dredging the designated area as stated in the Bid Specifications.	

Vendor agrees to have the Work completed within _____ 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.

ATTACHMENT 1 – TECHNICAL SPECIFICATIONS**DIVISION 2****MECHANICAL DREDGING****General****1) Scope:**

- a. The work to be done under this Section includes furnishing all labor, materials, tools, equipment, superintendence, transportation, and performing all work in strict accordance with these Specifications and Drawings for mechanically dredging the designated area.
- b. The Contractor shall adhere to the terms of the various permits and approvals issued to this project. This shall include permits and approvals from U.S. Army Corps of Engineers (USACE), Maryland Department of the Environment (MDE), Worcester County (Owner), and any other applicable permits.
- c. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to work. If the Contractor observes that the Specifications and/or Drawings are at variance therewith, he will give the Owner prompt written notice thereof. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he will bear all costs arising therefrom.
- d. Definitions: “Dredging” consists of removal of material riverward of the high tide line and subsequent disposal of materials removed. “Excavation” consists of removal of material landward of the high tide line encountered to elevations specified and subsequent disposal of materials removed.
- e. Included elsewhere in these Specifications are copies of construction permits which are required to be available at the construction site. They are included for the Contractor's convenience, compliance and guidance, but the engineering sketches and notes are approximate and suitable only for permit purposes and the Contractor shall attach no significance to volumes mentioned in these permits, but shall compute his own.
- f. Related Documents: The general provisions of the Contract and all applicable supplements and addenda pertaining thereto apply to this section.

2) Products

None

3) DREDGING:

- a. Stakeout: The Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, tools, material and labor as may be required to layout any part of the work. The channel will be staked by the Contractor to square cut or to bottom width, selected at the Contractor's discretion. The Contractor shall be held responsible for the execution of the work to such lines and grades as indicated by the Plans. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established until authorized to remove them. If such marks are destroyed by the Contractor or through his negligence, prior to their authorized removal, they shall be replaced by the Contractor at his expense.
- b. Depth: The area specified on the drawings shall be dredged in such a manner that, upon completion of the Contract work, check surveys conducted by the Owner or the Owner's Representative, shall show the minimum depth required by the Plans. **It shall be the Contractor's responsibility to verify character, quantity and quality of the material to be dredged before submitting a proposal.** The dredged material quantities shown in the documents are approximations only and differences between those and the Contractor's measured quantities shall not be cause for a cost extra. Depths and elevations shall be measured from Mean Low Water (MLW) datum with MLW datum understood to mean zero depth and zero elevation. A dredge site bench mark (B.M.) will be provided prior to work commencing and will be related as closely as is possible to MLW datum. The Contractor shall understand before submitting his bid that this bench mark shall be the sole datum for measuring the Contract work and that no other bench marks which may be found in the area shall be used. To cover the inaccuracies of the dredging process, the Contractor may elect to dredge deeper than the required minimum depth. It shall be understood that the Contractor has included this excess in his lump sum base bid and that no additional payment shall be allowed. Overdredging shall be limited to six (6") inches maximum. Should the Contractor dredge to a depth greater than that shown on the plans in the vicinity of any existing and/or proposed structures, he shall be responsible for any costs required to construct a stronger structure than those specified on the contract drawings resulting from the excessive dredging.
- c. Side Slopes: The basin and channel shall be dredged to the bottom depth, width and length specified on the design drawings. The side slopes shall be dredged to or allowed to slough to produce a resultant rise from the dredged bottom on a slope no steeper than one foot vertically to three feet

horizontally.

- d. Obstruction of River and Basin: The Owner will not undertake to keep the area free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of the Rivers and Harbors Appropriation Act of 1899 as amended. The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible. In case the Contractor's equipment so obstructs the waterway as to make it difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such extent as may be necessary to afford a practicable passage. Upon completion of the work, the Contractor shall promptly remove his equipment, including ranges, buoys, piles and other markers placed by him under the Contract in navigable water or on shore.
- e. Signal Lights: The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, excavators, and vessels engaged in submarine or bank protection operations, lights and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Secretary of the Army, (Title 33 C.F.R. 201.1-201.16) and the Commandant, U.S. Coast Guard, (Title 33 C.F.R. 80.18-80.31a and 95.51-95.70).
- f. Misplaced Equipment: Should the Contractor, during the progress of the work, lose, dump, throw overboard, sink, or misplace any equipment, machinery, or appliance, which in the opinion of the Owner or Owner's Representative may be dangerous to or obstruct navigation, the Contractor shall remove the same with the utmost dispatch. The Contractor shall give immediate notice with description and location of such obstructions, to the Owner or Owner's Representative, and shall mark or buoy such obstructions until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the Owner, and the cost of such removal may be deducted from any money due or to become due to the Contractor, or may be removed under his bond. The liability of the Contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 15, 19 and 20 of the River and Harbor Act of March 3, 1899.
- g. Inspection: The work is subject to inspection by the Owner or Owner's Representative as provided in the Contract, but the presence of the inspector shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications. The

Contractor will be required:

1. To furnish, on the request of the Owner or Owner's Representative, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the plant as may be reasonably necessary in inspecting, examining partially completed work.
 2. To furnish, on the request of the Owner or Owner's Representative, suitable transportation from all points on shore designated by the Owner to and from the various pieces of plant. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Owner and the cost thereof will be deducted from any amounts due or to become due the Contractor.
- h. Final Examination and Acceptance. The dredged area shall have a finished bottom depth as specified on the Contract Drawings. This shall be checked by a bathymetric survey performed by the Owner after completion of the dredging work and prior to final payment for dredging. It shall be the Contractor's responsibility to contact the Owner or Owner's Representative at least five (5) business days prior to the post dredge survey. In the event that a side slope has not been completely formed from a vertical cut by the time the Contract Work has been completed, and prior to the final payment, the Owner or Owner's Representative shall be the judge as to the sufficiency of the vertical cut to allow eventual slumping of this particular type of bottom material without encroachment on the channel or basin. When the site and the vicinity of the work are found to be in satisfactory condition and disposal has been completed in accordance with these Specifications, the dredging will be accepted finally.

4) MEASUREMENT:

No measurement for payment for this item of work will be made, since the cost shall be included in the lump sum base bid.

END OF SECTION

ATTACHMENT 1 – TECHNICAL SPECIFICATIONS

DIVISION 2

MECHANICAL DREDGINGGeneral

1) Scope:

- a. The work to be done under this Section includes furnishing all labor, materials, tools, equipment, superintendence, transportation, and performing all work in strict accordance with these Specifications and Drawings for mechanically dredging the designated area.
- b. The Contractor shall adhere to the terms of the various permits and approvals issued to this project. This shall include permits and approvals from U.S. Army Corps of Engineers (USACE), Maryland Department of the Environment (MDE), Worcester County (Owner), and any other applicable permits.
- c. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to work. If the Contractor observes that the Specifications and/or Drawings are at variance therewith, he will give the Owner prompt written notice thereof. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he will bear all costs arising therefrom.
- d. Definitions: “Dredging” consists of removal of material riverward of the high tide line and subsequent disposal of materials removed. “Excavation” consists of removal of material landward of the high tide line encountered to elevations specified and subsequent disposal of materials removed.
- e. Included elsewhere in these Specifications are copies of construction permits which are required to be available at the construction site. They are included for the Contractor's convenience, compliance and guidance, but the engineering sketches and notes are approximate and suitable only for permit purposes and the Contractor shall attach no significance to volumes mentioned in these permits, but shall compute his own.
- f. Related Documents: The general provisions of the Contract and all applicable supplements and addenda pertaining thereto apply to this section.

2) Products

None

3) DREDGING:

- a. Stakeout: The Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, tools, material and labor as may be required to layout any part of the work. The channel will be staked by the Contractor to square cut or to bottom width, selected at the Contractor's discretion. The Contractor shall be held responsible for the execution of the work to such lines and grades as indicated by the Plans. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established until authorized to remove them. If such marks are destroyed by the Contractor or through his negligence, prior to their authorized removal, they shall be replaced by the Contractor at his expense.
- b. Depth: The area specified on the drawings shall be dredged in such a manner that, upon completion of the Contract work, check surveys conducted by the Owner or the Owner's Representative, shall show the minimum depth required by the Plans. **It shall be the Contractor's responsibility to verify character, quantity and quality of the material to be dredged before submitting a proposal.** The dredged material quantities shown in the documents are approximations only and differences between those and the Contractor's measured quantities shall not be cause for a cost extra. Depths and elevations shall be measured from Mean Low Water (MLW) datum with MLW datum understood to mean zero depth and zero elevation. A dredge site bench mark (B.M.) will be provided prior to work commencing and will be related as closely as is possible to MLW datum. The Contractor shall understand before submitting his bid that this bench mark shall be the sole datum for measuring the Contract work and that no other bench marks which may be found in the area shall be used. To cover the inaccuracies of the dredging process, the Contractor may elect to dredge deeper than the required minimum depth. It shall be understood that the Contractor has included this excess in his lump sum base bid and that no additional payment shall be allowed. Overdredging shall be limited to six (6") inches maximum. Should the Contractor dredge to a depth greater than that shown on the plans in the vicinity of any existing and/or proposed structures, he shall be responsible for any costs required to construct a stronger structure than those specified on the contract drawings resulting from the excessive dredging.
- c. Side Slopes: The basin and channel shall be dredged to the bottom depth, width and length specified on the design drawings. The side slopes shall be dredged to or allowed to slough to produce a resultant rise from the dredged bottom on a slope no steeper than one foot vertically to three feet

horizontally.

- d. Obstruction of River and Basin: The Owner will not undertake to keep the area free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of the Rivers and Harbors Appropriation Act of 1899 as amended. The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible. In case the Contractor's equipment so obstructs the waterway as to make it difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such extent as may be necessary to afford a practicable passage. Upon completion of the work, the Contractor shall promptly remove his equipment, including ranges, buoys, piles and other markers placed by him under the Contract in navigable water or on shore.
- e. Signal Lights: The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, excavators, and vessels engaged in submarine or bank protection operations, lights and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Secretary of the Army, (Title 33 C.F.R. 201.1-201.16) and the Commandant, U.S. Coast Guard, (Title 33 C.F.R. 80.18-80.31a and 95.51-95.70).
- f. Misplaced Equipment: Should the Contractor, during the progress of the work, lose, dump, throw overboard, sink, or misplace any equipment, machinery, or appliance, which in the opinion of the Owner or Owner's Representative may be dangerous to or obstruct navigation, the Contractor shall remove the same with the utmost dispatch. The Contractor shall give immediate notice with description and location of such obstructions, to the Owner or Owner's Representative, and shall mark or buoy such obstructions until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the Owner, and the cost of such removal may be deducted from any money due or to become due to the Contractor, or may be removed under his bond. The liability of the Contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 15, 19 and 20 of the River and Harbor Act of March 3, 1899.
- g. Inspection: The work is subject to inspection by the Owner or Owner's Representative as provided in the Contract, but the presence of the inspector shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications. The

Contractor will be required:

1. To furnish, on the request of the Owner or Owner's Representative, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the plant as may be reasonably necessary in inspecting, examining partially completed work.
 2. To furnish, on the request of the Owner or Owner's Representative, suitable transportation from all points on shore designated by the Owner to and from the various pieces of plant. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Owner and the cost thereof will be deducted from any amounts due or to become due the Contractor.
- h. Final Examination and Acceptance. The dredged area shall have a finished bottom depth as specified on the Contract Drawings. This shall be checked by a bathymetric survey performed by the Owner after completion of the dredging work and prior to final payment for dredging. It shall be the Contractor's responsibility to contact the Owner or Owner's Representative at least five (5) business days prior to the post dredge survey. In the event that a side slope has not been completely formed from a vertical cut by the time the Contract Work has been completed, and prior to the final payment, the Owner or Owner's Representative shall be the judge as to the sufficiency of the vertical cut to allow eventual slumping of this particular type of bottom material without encroachment on the channel or basin. When the site and the vicinity of the work are found to be in satisfactory condition and disposal has been completed in accordance with these Specifications, the dredging will be accepted finally.

4) MEASUREMENT:

No measurement for payment for this item of work will be made, since the cost shall be included in the lump sum base bid.

END OF SECTION

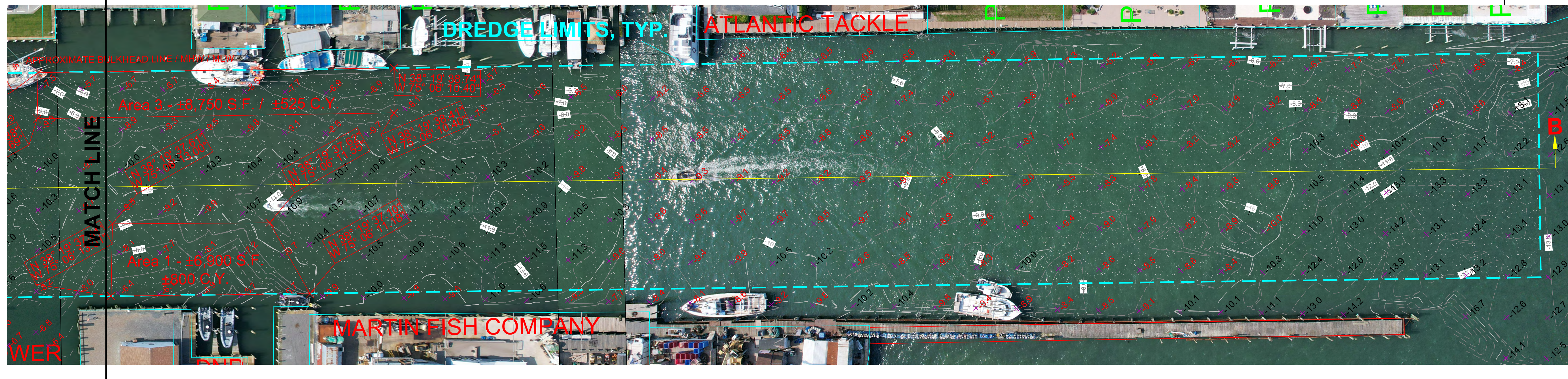


1" = 80'



1" = 40'

Proposed Dredge =
 165 x 2,075
 342,375 sf
 15,679 c.y.



J. STACEY HART & ASSOCIATES, INC.
 POST OFFICE BOX 6
 SNOW HILL, MD 21863
 PHONE: 410-390-9096
 EMAIL: stacey@staceyhart.com

REVISIONS	DATE	REVISED FOR:

**WEST OCEAN CITY HARBOR
 PROPOSED DREDGING**
 SUNSET AVENUE/HARBOR ROAD
 WEST OCEAN CITY
 WORCESTER COUNTY

PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THIS STATE.

LICENSE NO: MD 22788
 EXPIRATION DATE: AUGUST 10, 2024

06/09/2024

OVERALL DREDGE PLAN

DRAWN BY:	DATE:
j.s.h.	05/2024
JOB NUMBER:	
2023-021	
SCALE:	2 of 2
AS NOTED	



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: June 18, 2024
RE: Recommendation to Award – Needs Assessment for Children, Youth, and Families

The Local Behavioral Health Authority is recommending the County award the implementation of the Needs Assessment for Children, Youth, and Families program in Worcester County to the Business, Economic, and Community Outreach Network (Beacon) of the Franklin P. Perdue School of Business at Salisbury University.

Proposals were due and opened on Wednesday, May 1, 2024 at 2:30pm. Two proposals were received. I have attached the proposal tabulation 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 BEACON represents the best value to Worcester County.

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

Table with 5 rows: Needs Assessment - Local Behavioral Health Authority; Wednesday, May 1, 2024 at 2:30pm; Request for Proposals Tabulation Sheet; Respondent's Name(s); Kulik Strategic Advisers; Beacon - Salisbury University



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: June 18, 2024
RE: Berlin Fire Company ARPA Funding Requests

On July 5, 2022 the Commissioners voted to allocate \$1.5 million of ARPA funding to fire and EMS, with the fire and EMS companies to determine the highest priority items. Please see the following request from the Berlin Fire Company for your approval.

Berlin Fire Company – Requesting the remaining \$38,810 of the \$150,000 ARPA funds that were approved by the commissioners. This purchase consists of new equipment for their new engine and rescue. Please see the attached letter from the President of the Berlin Fire Company, David Fitzgerald. Competitive pricing requirements have been met as pricing is based off a cooperative contract through Sourcewell.

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



Berlin Fire Company, Inc.
Berlin Fire Company Emergency Medical Services, Inc
 214 North Main Street
 Berlin, Maryland 21811-1004
 410-641-1977 • 410-641-2484 FAX
www.berlinfire.com



To: Worcester County Commissioners
 Fr: Berlin Fire Company, Inc.
 Re: American Rescue Funds
 Da: April 25, 2024

.....

Please find the attached quotations for your approval consideration for use of the American Rescue Act Funds allocated to Berlin Fire Company, Inc.

We are requesting approval to spend the remaining balance of ARPA funds on new equipment from the attached quote for equipment for our new engine and rescue for \$38,810 from our local fire and rescue vendor. These items were competitively bid via the Sourcewell purchasing cooperative. This will improve our services by having new and dependable items on our new engine and rescue vehicles. This request is similar to the ones approved for Stockton and Ocean Pines Fire Companies.

This will close out our awarded APRA fund balances for Berlin Fire Company, Inc.

Thank you for your consideration to this request, as this will greatly help us provide fire and rescue services that would not be accomplished without the use of this one-time funding.



(877) 637-3473

Quote

Quote # QT1751088
 Date 04/19/2024
 Expires 06/30/2024
 Sales Rep Ward, Scott
 PO # TBD
 Shipping Method FedEx Ground
 Customer BERLIN FIRE CO (MD)
 Customer # C33299

Bill To
 BERLIN FIRE COMPANY
 214 NORTH MAIN STREET
 Berlin MD 21811
 United States

Ship To
 BERLIN FIRE COMPANY
 214 NORTH MAIN STREET
 Berlin MD 21811
 United States

QTY	DESCRIPTION	UNIT	PRICE	AMOUNT
10	DP15-50-ARN DJ 1.5" WHITE X 50' ALUM NH STENCIL "BERLIN FIRE CO"		\$135.95	\$1,359.50
10	DP15Y-50-ARN DJ 1.5" X 50' ALUM NH - YELLOW		\$147.95	\$1,479.50
12	DP15R-50-ARN DJ 1.5" X 50' ALUM NH - RED		\$147.95	\$1,775.40
6	MATEX HOSE DP15T-50-ARN DP15T-50-ARN Custom MATEX HOSE DJ 1.5" X 50' ALUM NH - TAN		\$147.95	\$887.70
5	MATEX HOSE DP15G-50-ARN DP15G-50-ARN Custom MATEX HOSE DJ 1.5" X 50' ALUM NH - GREEN		\$147.95	\$739.75
5	DP25PU(BLUE)-50-ARN DJ 2.5" BLUE PU X 50' AL NH		\$225.95	\$1,129.75
24	DP30-50-ARN 3" All Poly DJ Rubber Liner - White		\$299.95	\$7,198.80
6	MATEX HOSE Custom MATEX HOSE 3" All Poly DJ Rubber Liner - Red		\$329.95	\$1,979.70
9	DP50PU-100-STZ DJ 5" PU X 100' AL STZ Specify COLOR YELLOW		\$1,019.95	\$9,179.55
1	DP50PU-100-STZ DJ 5" PU X 100' AL STZ Specify COLOR RED		\$1,019.95	\$1,019.95
2	DP50PUY-25-STZ Pac Lite 5" x 25' Yellow 5" Storz Coupling		\$439.95	\$879.90
1	AKRON Valves 1583 AKRON Valves SUCTION SIAMESE (2) 2.5 NH F x 6.0 NH F LH		\$1,829.95	\$1,829.95
8	04XD0101 CHIEF XD 1.5 NH 150@50 TIP		\$469.95	\$3,759.60
8	0033XD04 1.5" XD Shutoff 1.5 FNH 1.5 MNH 1-3/8 7/8" bore - Elk-O-Lite		\$419.95	\$3,359.60
2	ELKHART Tips 68771007 LASER ENGRAVE - "BERLIN FIRE CO" 68771007 ELKHART Tips Model: 187-XD Configuration: Short Barrel Inlet & Discharge: 1.5" FNH, 1/2" Bumper: BLACK		\$129.95	\$259.90





(877) 637-3473

Quote

Quote # QT1751088
Date 04/18/2024

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
ELKHART Nozzles	04XD020F-050100 0101AA	1	\$799.95	\$799.95
	04XD020F-050100101AA ELKHART Nozzles Waterway: 1 3/8" 05 - Stem: 250 GPM @ 50 PSI 01 - Inlet: 2.5" FNH 00 - Pistol Grip: NO PISTOL GRIP 01 - Bale Insert: BLUE 01 - Bumper: BLUE A - Teeth: SPINNING A - Custom Laser Etch: YES			
35R2525-H52	Female RL Swivel NH 2.5" // Female RL Swivel NH 2.5" - Black HC	4	\$74.95	\$299.80
36R2525-H52	Male NH 2.5" // Male NH 2.5" - Black HC	4	\$49.95	\$199.80
02507101	B-100-A 2.5 FNH (2)1.5 MNH Elk-O-Lite Alum long 2- Way	1	\$319.95	\$319.95
S36S525-H52	5 STZ W/LOCK X 2.5 NH RIG M -FG-	1	\$169.95	\$169.95
35R1515-H52	Female RL Swivel NH 1.5" x Female RL Swivel NH 1.5" - Black HC	1	\$59.95	\$59.95
36R1515-H52	Male NH 1.5" x Male NH 1.5" - Black HC	1	\$24.95	\$24.95
18280001	HY VLV 2.5 NH F X 2.5 NH M PY#	1	\$764.95	\$764.95
A03HNT-JETF	LOW-LEVEL STRAINER 5.0" FEMALE WITH JET SIPHON 1.5" FEMALE WITH FLOAT	1	\$1,429.95	\$1,429.95
R&B	775YL	2	\$159.95	\$319.90
	775YL Custom R & B FABRICATION HIGH RISE TOOL BAG			
A411	EXT 20LB ALUM VALVE ABC H & H	2	\$194.95	\$389.90
240	EXT 2.5 GAL PRESSURIZED WATER	3	\$149.95	\$449.85
331	EXT 15LB CO2 H & H #01703	2	\$319.95	\$639.90
EDWARDS	90-2	2	\$289.95	\$579.90
	90-2 Custom EDWARDS MANUF EDWARDS MFG MODEL 90-2 (3 WIRE / 2 BRUSH) 12"			
PAY-6	6# Pick Axe (Yellow) 36" Handle	1	\$79.95	\$79.95
FAY-6	6# Flat Axe (Yellow) 36" Handle	2	\$74.95	\$149.90
LB-30	30In Leatherhead Bar (Forged Halligan Type)	2	\$259.95	\$519.90
KTKIT	K-Tool Kit (Consists of a K-tool, leather pouch, two lock tool keys, shove knife and instructions on through the lock methods.)	1	\$184.95	\$184.95
SHF-8	Sledge Hammer 8lb Yellow Fiberglass Handle	1	\$49.95	\$49.95
ULB-1	Unlimited Pad Lock Breaker	1	\$119.95	\$119.95
BC-24	BOLT CUTTERS 24 INCH	1	\$84.95	\$84.95
BC-36	BOLT CUTTERS 36 INCH	1	\$99.95	\$99.95
HR-1	Firehooks Unlimited Hydra-Ram Forcible Entry Tool	1	\$2,289.95	\$2,289.95
EKS-12	ELEVATOR KEY SET	1	\$224.95	\$224.95
RQ-FFIX	FirePro X	1	\$494.95	\$494.95
FDIC-FFIX-PROMO	4 SEEK FirePRO X units (RQ-FFIX), 4 Gear Keeper Lanyards (RT4-4504) plus 1 4-bay Magnetic Charger (RD-FAA)	1	\$2,599.95	\$2,599.95





(877) 637-3473

Quote

Quote # QT1751088
Date 04/19/2024

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
FQ-PAAX-TC	AttackPRO with truck mount charger: 1 Seek Attack Pro FQ-PAAX 2 Batteries FA-BAA 1 Desk top charger FD-SAA 1 Truck charger FD-PAA	2	\$2,649.95	\$5,299.90
CM-2	MALLET CONNECTION 2LBS	2	\$24.95	\$49.90
BLOWHARD CO	QUICKEE Custom THE BLOWHARD COMPANY BLOWHARD QUICKEE 20" High Flow Jet PPV Fan	1	\$4,895.00	\$4,895.00
ISC	VP5-K1B32101111 Custom Industrial Science Ventis Pro Series, LEL (Pentane), CO, O2, HCN, Li-ion Extended Range, Desktop Charger, Orange,	1	\$1,264.95	\$1,264.95
SC12X14-10-VINYLRed	SALVAGE COVER 12X14-10 oz. Vinyl - Red	10	\$199.95	\$1,999.50
SHV-S27	Aluminum Scoop Shovel 27" with D Handle	1	\$64.95	\$64.95
KS34-P18-P09	Set of 4: 4", 6" STORZ x Universal Spanner Wrench w/ holder - Black	2	\$139.95	\$279.90
K46-2-P18-P09	Set Double Holder with (2) K01 Spanner Wrenches - Black	2	\$89.95	\$179.90
K05-P18	Adjustable Hydrant Wrench Double Head Spanner - Black	2	\$49.95	\$99.90
SPRINKLER STOP LF35	Sprinkler stop, valve, 6-3/4 Inch 12 VDC, Rechargeable LiFePO Battery, 3500 Usable Lumens	1	\$25.95	\$25.95
906-FC000-08	08 Sensil HXG2dCombustible Gas Detector Included with Instrument: Carrying Pouch, 3 "C" Batteries, T10 Wrench, Wrist Strap, and Instruction Manual - unit comes with a standard 3-year warranty	4	\$1,199.95	\$4,799.80
509001	LOCKOUT/TAGOUT KIT, PANDUIT	1	\$495.95	\$495.95
R&B	#RB 200OR #RB 200OR Custom R & B FABRICATION Trauma Bag - Orange	1	\$329.95	\$329.95
281203-150	Static-Pro Lifeline 150ft Length 1/2 Inch Rope - Red- White	2	\$94.95	\$189.90
430203	CMC Rescue Rope Bag #2 - Red	1	\$246.95	\$246.95
BBR-5	BRUSH BROOM 5FT HANDLE	1	\$89.95	\$89.95
03976301	XD Mid-Range Foam Tube - Expansion Tube Short	1	\$24.95	\$24.95
S54L545-H52	5" STORZ x Female LH Swivel NH 4.5" - Black HC	2	\$289.95	\$579.90
B480	BRASS VALVE 10 LB. PURPLE K HOSE & HORN	3	\$234.95	\$704.85
KOCHEK Adapters	57L66-H52 KOCHEK Adapters	1	\$159.95	\$159.95
STANLEY	6 NH X 6 NH DBL SW LH F -FG- DCS690X2 Custom STANLEY DeWalt 60V Construction Saw	1	\$329.95	\$329.95
	DCS690X2 Custom STANLEY DeWalt 60V Construction Saw	1	\$1,099.95	\$1,099.95





(877) 637-3473

Quote #
Date

Quote
QT1751088
04/19/2024

ALL PRICES BASED ON SOURCEWELL CONTRACT PRICING

Subtotal	\$73,398.45
Shipping Cost	\$719.50
Tax Total	\$0.00
Total	\$74,117.95

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



Worcester County Sheriff's Office ^{ITEM 7}

Matthew Crisafulli
Sheriff



Nathaniel Passwaters
Chief Deputy

June 10, 2024

To: Weston Young, Chief Administrative Officer
Worcester County Commissioners

RE: 2024 Patrick Leahy Bullet Proof Vest Partnership (BJAG)

Dear Mr. Young and Worcester County Commissioners,

We respectfully request your approval of our application for the 2024 Patrick Leahy Bullet Proof Vest Partnership (BJAG) in the amount of \$7,650.

If approved and awarded, this grant offers a 50% reimbursement of costs of the initial purchase of bullet proof vests and/or replacement of end-of-life bullet proof vests.

Thank you for your consideration.

Respectfully submitted,
Carrie Tingle
Finance Administrator

“Proud to Protect, Ready to Serve”

Worcester County Sheriff's Office
One West Market Street, Room 1001
Snow Hill, MD 21863
410-632-1111- phone / 410-632-3070- fax
www.WorcesterSheriff.com

Below are the results of your Application Submission to your jurisdiction. A prompt will appear giving you the option to print these records. If one does not, simply print this page using your browser's print functionality.

LEA	
Application ID	24041530
Jurisdiction Contact	Carrie Tingle (410) 632-1111 catingle@co.worcester.md.us
Status	Sent for BVP Approval
Last Submission Date	

Total Quantity	Total Extended Cost	Total Shipping & Handling Cost	Total Cost
17	15,300.00	0.00	15,300.00



Worcester County Department of Environmental Programs

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

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

Memorandum

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

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

A handwritten signature in blue ink, appearing to be "RJM", is written over the name of the sender.

Subject: Maryland Coastal Bays Program
Request for Annual Cost Share

Date: 6/7/24

Pursuant to their request for cost share information, I have reviewed the attached letter from Mr. Kevin Smith, the Executive Director for the Maryland Coastal Bays Program. In this letter, Mr. Smith shares that the program is receiving funds totaling \$850,000 from the Environmental Protection Agency's National Estuary Program for the time frame of October 1, 2024 through September 30, 2025. This is an increase in direct funding from the Federal government to support education, research, and restoration work in our Coastal Bay watersheds.

In prior years, the County Commissioners approved an in-kind match, specifically the State funds expended for the purchase of Rural Legacy Easements in our Coastal Bays Rural Legacy Program Area and other state grant and in-kind services conducted by the County aimed at the protection and restoration of our Coastal Bays.

Our annual funding from the State of Maryland under local grants from the Bay Restoration Fund (BRF) are used for sewer connections and septic pre-treatment upgrades. Historically, most of the annual BRF funding is expended in the Coastal Bays Watershed and I believe we would be right to project that a significant portion of this funding program (at least \$100,000) will be expended in the Federal Grant Cycle detailed in the letter within Coastal Bays watersheds.

Our expected level of funding would total \$600,000 from the State in Rural Legacy Grant Funds for two (2) upcoming easement settlements in the Coastal Bays Rural Legacy Area (RLA) that we expect to close on within the next few months. We will also have one Maryland Land Preservation Foundation (MALPF) conservation easement that will close this fall as well.

Continuing our past practice of matching these grants in this manner will be of assistance to the Coastal Bays Program without requiring any cash being directly paid by the County. This will not cost the County at all to offer this matching funding. We would respectfully request the County Commissioners approve a commitment letter detailing this in-kind match of non-federal funding.

Should the County Commissioners concur and wish to approve this same type of in-kind match in the amount of \$700,000, a draft letter to the Maryland Coastal Bays Program is attached herewith for your consideration

Please let me know if you have any questions or concerns regarding this request.

Attachments



MARYLAND COASTAL BAYS PROGRAM

8219 Stephen Decatur Highway
Berlin, Maryland 21811
(410) 213-2297 - PHONE
(410) 213-2574 – FAX
mcbp@mdcoastalbays.org
www.mdcoastalbays.org

May 16, 2024

Mr. Weston Young
Worcester County Government Center
One West Market St., Snow Hill, MD 21863 – 1195

Dear Mr. Young,
The Maryland Coastal Bays Program is once again applying for the EPA National Estuary Program grant funding for the time frame of October 1, 2024 through September 30, 2025. This grant-funding year, the Maryland Coastal Bays Program is expected to receive \$850,000 from the EPA. The program must provide as match an equivalent amount of \$850,000 from other non-federal sources.

I am attaching the letter from FY 24 that the County was able to provide to MCBP. We would appreciate whatever match Worcester County can provide. In order to facilitate the grant application process, please respond by May 31, 2024, if at all possible..

The Maryland Coastal Bays Program appreciates your support and involvement in the National Estuary Program. If you have questions, please contact me on my cellphone at 443-564-6285.

Thank you,

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

Kevin Smith
Executive Director

Cc: Bob Mitchell
Katherine Munson

June -, 2024

Mr. Kevin Smith
Executive Director
Maryland Coastal Bays Program
8219 Stephen Decatur Highway
Berlin, MD 21811

Re: National Estuary Program Grant match, FFY25

Dear Mr. Smith:

As you are aware, at their meeting on June 18, 2024, the County Commissioners approved an in-kind match of approximately \$700,000 for the Environmental Protection Agency (EPA) National Estuary Program (NEP) grant for the period October 1, 2024 to September 30, 2025.

Worcester County will use the non-federal Rural Legacy Program funds, expended during the above-stated time period for part of this match. There will also be a match from the Bay Restoration Fund (BRF) grants for the same time period along with Maryland Agricultural Preservation Foundation conservation easement funding and other County programs that could qualify as a match for your partner funding requirements. The Department of Environmental Programs will assemble and submit the necessary documentation required by the Environmental Protection Agency (EPA) to the Coastal Bays Program. Please contact Robert Mitchell and Katherine Munson directly regarding this matter.

Sincerely,

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

cc: Robert Mitchell, Director, Environmental Programs
Katherine Munson, Planner V, EP
Kimberly Reynolds, Budget Officer



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 DIV
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

To: Weston Young, Chief Administrative Officer
From: Davida T. Washington, Housing Rehabilitation Program Coordinator TM
Date: June 4, 2023
RE: County Plan Updates Required for CDBG Grants
.....

Attached please find updates to the following plans for Worcester County. We are required to maintain them as a recipient of CDBG funding.

- Fair Housing and Equal Opportunity Plan
- Section 3 Plan
- Minority Business Plan

There are no changes required to the current plans in place; current plans expired June 1, 2024

**FAIR HOUSING AND EQUAL OPPORTUNITY PLAN
WORCESTER COUNTY**

As a recipient of federal Community Development Block Grant funds from the United States Department of Housing and Urban Development received through the State of Maryland, Worcester County is required to comply with all federal statutes, regulations and Executive Orders relating to civil rights, fair housing, non-discrimination and equal opportunity. The County's compliance is not specific to the federally funded project or activity. The County must ensure that its administrative practices, policies and laws meet the intent of the statutes, regulations and Executive Orders.

Therefore, Worcester County commits to create an environment for its citizens where no one is excluded from participation or benefit due to their race, color, national origin, ethnicity, gender, disability, familial status, marital status, age or religion. The denial of rights based on any of these protected classes is detrimental to the health, safety and welfare of the citizens and constitutes an unjust denial or deprivation of such inalienable rights which is within the power and the proper responsibility of government to prevent.

Fair Housing

In accordance with the federal Civil Rights Act of 1968 (as amended), the federal Housing and Community Development Act of 1974 (as amended), and the Fair Housing Act of 1988, the County will promote through fair, orderly and lawful procedures, the opportunity for each person to obtain housing of such person's choice in this community without regard to race, color, national origin, ethnicity, gender, disability, familial status, marital status, age or religion.

To the best of our ability, Worcester County will promote and encourage fair housing choice for all its residents. The County's administrative practices, policies and laws will attempt to prohibit:

- Discrimination in the Sale or Rental of Housing
- Discrimination in Housing Financing
- Discrimination in Providing Brokerage Services
- Unlawful Intimidation

The County will accept complaints from any citizen that feels that they have been discriminated against related to their housing choice. The County will make an initial investigation and refer the complaint to the state or the federal housing departments.

For housing projects developed or assisted with federal funds, the County will ensure that its subrecipients and developers will comply with statutes, regulations and Executive Orders.

Equal Opportunity

In accordance with the federal Civil Rights Act of 1964 (as amended), no person in Worcester County shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance.

The County will ensure that it will not discriminate in its procurement practices. The County's procurement policies allow for open and competitive bidding concerning all procured goods and services. When applicable, the County will solicit bids from minority women owned businesses.

Affirmative Action Strategy

It is the policy of Worcester County not to discriminate against any employee or any applicant for employment because of race, color, national origin, ethnicity, gender, disability, familial status, marital status, age or religion. The County will take affirmative action to insure that this policy includes but is not limited to the following: recruitment and employment, promotion, demotion, transfer, compensation, selection for training, layoff and termination. Additionally, the County will ensure that our contractors and subcontractors will not discriminate against any employee or applicant for employment.

Affirmatively Furthering Fair Housing

Worcester County commits to affirmatively further fair housing in our community. Our programs will be administered in accordance with our efforts to provide a range of fair housing choices to our citizens.

The County will undertake the following activities on an annual basis:

- Adopt a Fair Housing Proclamation and celebrate the month of April as Fair Housing Month
- Review local zoning laws and building codes to determine if they impact fair housing choice

Excessive Force

The National Affordable Housing Act (NAHA) of 1990 (as amended) requires recipients of federal Community Development Block Grant funds through the United States Department of Housing and Urban Development to protect individuals engaging in non-violent civil rights demonstrations. To that end, the County is required to develop and maintain a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations.

The County maintains a Sheriff's Office for the safety of its citizens. The County prohibits the use of excessive force by employees of the Sheriff's Office against anyone engaged in non-violent civil rights demonstrations. This is more defined in the County Sheriff's Office's "Use of Force" policy.

Limited English Proficiency

Worcester County recognizes that, as its population increases, its population now includes persons from other countries whose primary language is not English. To that end, the County will make efforts to identify various populations and to provide information to them in a language they understand.

Personnel Policies

Worcester County's personnel policies are in compliance with all federal and state equal opportunity requirements. They are updated as requirements change.

Specifically, employees are notified of their rights, responsibilities and requirements of their specific jobs and as a representative of the county. The personnel policies provide information on compensation, leave, termination, grievances, benefits, sexual harassment, and employee reviews. The personnel policy also provides information about conflict-of-interest provisions related to contracting and procurement.

A full copy of the personnel policies may be obtained at the County Government Center during normal business hours.

ATTEST/WITNESS

(Signature)
President, Worcester County Commissioners

This Fair Housing and Equal Opportunity Plan is hereby adopted by the Worcester County Commissioners on June 18, 2024. It is effective for a 3-year period until June 18, 2027.

SECTION 3 PLAN

As a recipient of federal Community Development Block Grant (CDBG) funds through the United States Department of Housing and Urban Development (HUD) received through the State of Maryland, Worcester County is required to comply with Section 3 of the Housing and Urban Development Act of 1968 (as amended). Section 3 requires the County to ensure, to the greatest extent possible, and consistent with existing federal, state and local laws and regulations, that employment and contracting opportunities are provided to low and very low income persons. Section 3 applies to all contracts awarded that exceed \$100,000.

Definitions:

A low and very low income person who qualifies as a Section 3 Person is an individual who:

- resides in Worcester County; and
- resides in public housing funded by the federal government; or
- receives housing assistance from the federal government; or
- resides in a household where the total household income is less than 50% of the area median income for Worcester County using income limits provided by HUD.

A low and very low income person who benefits or qualifies as a Section 3 Business is defined as:

- a business that is 51% or more owned by Section 3 persons; or
- a business where 30% of the permanent, full time employees are currently Section 3 persons or within three years of the date of first employment were Section 3 persons; or
- a business that commits to subcontract over 25% of the total contract award to businesses that meet the definition of a Section 3 business as described above.

Worcester County is the Section 3 Business and Employment Project Area.

Compliance:

Worcester County certifies that it will, to the greatest extent feasible, comply with Section 3 requirements when awarding contracts for construction, non-construction, materials, and supplies.

Worcester County will undertake the following steps when Section 3 applies:

1. Develop bid and solicitation documents which will identify Section 3 requirements and include the Section 3 Hiring Estimate Form which will be submitted with bid.
2. Advertise RFP/RFQ which will include the following statement, "Federal Section 3 hiring requirements apply to this project."
3. Notify local housing authority, county housing office, job training services, and other related agencies of federally funded projects that may result in hiring in the near future.
4. Require bid submittals from Section 3 Businesses or from businesses using Section 3 Business subcontractors to include a Section 3 Business Certification form.
5. Insert Section 3 Clause in selected contractor's contract and include specific language to detail contractor's Section 3 intent related to new hires and/or Section 3 Businesses as subcontractors.

ITEM 9

MARYLAND CDBG PROGRAM | FHEO

6. At pre-construction conference, explain Section 3 requirements including certification process prior to hiring. Provide contractor with Section 3 Self-Certification Forms to use when accepting applications for employment.
7. Require contractor to submit a list of all current employees who will work on the project.
8. Review and approval by grantee of Section 3 Self-Certification Form submitted by the contractor before a hire is made.
9. Review payroll records to document the participation of Section 3 hire(s) on the project.
10. Review payroll records to document the participation of Section 3 Business employees on the project.
11. At the completion of the work under the contract, complete CDBG Section 3 Tracking Form which documents Section 3 compliance.

The County will document efforts undertaken during the procurement process and maintain them in the CDBG files.

ATTEST/WITNESS :

_____ BY: _____
(Signature)
Chief Elected Official

This Section 3 Plan is hereby adopted by the Worcester County Commissioners on June 18, 2024. It is effective for a 3-year period until June 18, 2027.

MINORITY BUSINESS PLAN

As a recipient of federal Community Development Block Grant funds through the United States Department of Housing and Urban Development received through the State of Maryland, Worcester County is required to make good faith efforts to contract with minority business enterprises (MBE) and women business enterprises (WBE) for goods and services.

A minority or women business enterprise is one that is at least 50% owned by a minority or a woman. For publicly-owned businesses, at least 51% of the stock must be owned by minority group members or women.

Worcester County will make efforts to solicit MBEs and WBEs. These efforts will include:

- Developing and maintaining a list of qualified MBEs and WBEs
- Assuring that small businesses and MBEs and WBEs are solicited for appropriate contract opportunities
- Establishing a delivery system which will encourage participation by MBEs and WBEs
- Encouraging contractors to subcontract with MBE and WBE businesses

The County will document efforts undertaken during the procurement process and maintain them in the CDBG files.

ATTEST/WITNESS

(Signature)
President, Worcester County Commissioners

This Minority Business Plan is hereby adopted by the Worcester County Commissioners on June 18, 2024 . It is effective for a 3-year period until June 18, 2027.

TODD A. FERRANTE
President

WILLIAM E. BUCHANAN
Vice-President

KATIE A. ADDIS

JON M. ANDES, Ed.D.

WILLIAM L. GORDY

ELENA J. MCCOMAS

DONALD C. SMACK, SR.



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

Administration

LOUIS H. TAYLOR
Superintendent of Schools

C. DWAYNE ABT, Ed.D.
Chief Operations & Human Relations
Officer

DENISE R. SHORTS
Chief Academic Officer, Gr. PK-8

VINCENT E. TOLBERT, CPA
Chief Financial Officer

ANNETTE E. WALLACE, Ed.D.
Chief Safety & Academic Officer, Gr. 9-12

June 11, 2024

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

Dear Mr. Young,

Attached please find the proposed County Appropriation Transmittal Schedule for Fiscal Year 2025. The schedule follows the same plan as used in past years, which takes into consideration the months that state aid is received to balance the cash flow needs from the County.

Please contact me should there be any questions or concerns with this schedule.

Sincerely,

Vincent E. Tolbert, CPA
 Chief Financial Officer

VET/tcs

Attachment

BOARD OF EDUCATION OF WORCESTER COUNTY
 COUNTY APPROPRIATION TRANSMITTAL SCHEDULE

FISCAL YEAR 2025

MONTH	REQUISITION NUMBER	AMOUNT	DATE FUNDS TRANSMITTED
July	1	\$2,151,374	Monday, July 15, 2024
	2	2,151,374	Tuesday, July 30, 2024
August	3	3,297,652	Thursday, August 15, 2024
	4	3,297,652	Friday, August 30, 2024
September	5	5,460,156	Friday, September 13, 2024
	6	5,460,156	Friday, September 27, 2024
October	7	5,460,156	Tuesday, October 15, 2024
	8	5,460,156	Wednesday, October 30, 2024
November	9	5,460,156	Friday, November 15, 2024
	10	5,460,156	Tuesday, November 26, 2024
December	11	3,597,652	Wednesday, December 11, 2024
	12	3,297,652	Friday, December 20, 2024
January	13	5,460,156	Friday, January 10, 2025
	14	5,460,156	Thursday, January 30, 2025
February	15	3,297,652	Friday, February 14, 2025
	16	3,297,652	Friday, February 28, 2025
March	17	5,335,897	Friday, March 14, 2025
	18	5,460,156	Friday, March 28, 2025
April	19	3,297,652	Tuesday, April 15, 2025
	20	3,297,652	Wednesday, April 30, 2025
May	21	5,460,156	Thursday, May 15, 2025
	22	5,460,156	Friday, May 30, 2025
June	23	5,339,834	Thursday, June 12, 2025
	24	3,672,281	Thursday, June 26, 2025
TOTAL REQUISITIONS		<u>\$105,393,692</u>	
Appropriations:		\$105,093,692	Unrestricted
		200,000	Technology
		<u>100,000</u>	Capital Outlay
		\$105,393,692	

Approval _____

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



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

ITEM 11

Board Members
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President
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Vice-President
KATIE A. ADDIS
JON M. ANDES, Ed.D.
WILLIAM L. GORDY
ELENA J. MCCOMAS
DONALD C. SMACK, SR.

June 13, 2024

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

Dear Mr. Young:

Attached are the revised FY25 budget categorical amounts based on the amount of local funding included in the approved FY25 County operating budget. These revisions were approved by our Board at a special meeting on June 13, 2024.

I am also attaching the FY25 Annual Budget Certification form that needs to be signed by President Bertino.

Please contact me with any questions regarding this information.

Sincerely,

Louis H. Taylor
Superintendent of Schools

ITEM 11

BOARD OF EDUCATION OF WORCESTER COUNTY

FY25 TOTAL BUDGET SUMMARY BY CATEGORY AND OBJECT OF EXPENDITURE

	SALARY	CONTRACTED SERVICES	SUPPLIES AND MATERIALS	OTHER CHARGES	EQUIPMENT	TUITION TRANSFERS	FY25 PROPOSED BUDGET	FY25 REVISED PROPOSED BUDGET
Administration	1,677,616	177,242	22,882	35,407	1,102		2,018,193	\$1,914,249
Instructional Support Services	9,016,035	85,263	80,132	61,200	5,000		9,500,278	9,247,630
Instructional Salaries	52,397,601						53,865,934	52,397,601
Textbooks & Classroom Supplies			2,372,757				2,867,690	2,372,757
Other Instructional Costs		584,389		411,875	85,395	50,000	1,139,209	1,131,659
Special Education	12,920,675	403,000	151,400	40,011	22,000	128,000	13,811,938	13,665,086
Student Personnel Services	429,471	750	1,890	283			436,235	432,394
Health Services	1,235,354	252	8,118	750	1,000		1,258,517	1,245,474
Student Transportation	407,809	7,138,507	9,636	134,084			8,187,359	7,690,036
Operation of Plant	4,297,705	673,200	847,500	3,961,948	42,300		10,074,976	9,822,653
Maintenance of Plant	878,398	304,488	319,500	650	37,745		1,548,380	1,540,781
Fixed Charges				30,434,465			29,103,663	30,434,465
Capital Planning	138,655	450	1,552	306			142,074	140,963
Proposed FY25	\$83,399,319	\$9,367,541	\$3,815,367	\$35,080,979	\$194,542	\$178,000	\$133,954,446	\$132,035,748

OTHER REQUESTS

Technology Program	\$200,000
Capital Outlay	100,000
School Construction	60,000
County Share of Teacher Pension	*
Retirement Expenses	<u>818,722</u>
TOTAL OTHER REQUESTS	\$1,178,722

TOTAL

\$133,214,470

*(Effective for FY17, this amount is now included in the category of Fixed Charges)

WORCESTER
(Local Unit)
ANNUAL BUDGET

for the Fiscal Year Ending June 30, 2025__

Authorized under §5-101, §5-102, and §5-111 of
Education Article of the Annotated Code of Maryland

Refer to the *Financial Reporting Manual for Maryland Public Schools*, Revised 2014
for definitions of accounts to be reported on this budget.

CERTIFICATION STATEMENT	
<p>To the Board of County Commissioners or the County/City Council: In accordance with the requirements of the Acts of the General Assembly, and the rules and regulations of the State Board of Education, and on and with the advice of the State Superintendent of Schools, the Board of Education herewith submits the itemized school budget, showing the financial needs and estimated federal, state, local, and other revenue sources of the County/City for Current Expenses, School Construction, and Debt Service.</p> <p>Agreeably, thereto you are hereby requested to provide from County/City sources the following appropriation, respectively:</p>	
Current Expense – Recurring Local Appropriation	\$105,393,692
Current Expense – Nonrecurring Local Appropriation	\$
Total Local Appropriation	\$105,393,692
School Construction	\$60,000
Debt Service	\$7,678,694
Duly submitted by:	Date: June 30, 2024
 , President  , Secretary	
<p>The above appropriations from County/City sources have been approved.</p> <hr style="width: 50%; margin: auto;"/> <p>Signature of President or Chair of the County/City Council or County Commissioners</p>	
Preparer: Vincent E. Tolbert, CFO	
Telephone: 410-632-5062	
Date: June 30, 2024	



OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

TEL: 410-632-0686
FAX: 410-632-3003

PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

JESSICA R. WILSON, CPA
DEPUTY FINANCE OFFICER

June 10, 2024

TO: Worcester County Commissioners
FROM: Barbara Hitch, Senior Accountant ^{BJH}
SUBJECT: Draft Enterprise Fund Budget Adoption Resolution
Solid Waste Enterprise Fund – FY25

Attached for your review and approval is a draft copy of the resolution adopting the Solid Waste Enterprise Fund Budget and Fees for July 1, 2024 through June 30, 2025. (FY25) as conceptually approved following your public hearing on June 4, 2024.

If you should have any questions or concerns regarding this matter, please feel free to contact me.

cc. Dallas Baker
Quinn Dittrich

RESOLUTION NO.
RESOLUTION ADOPTING SOLID WASTE ENTERPRISE FUND BUDGET
AND FEES FOR JULY 1, 2024 THROUGH JUNE 30, 2025

ITEM 12

WHEREAS, Worcester County owns and operates facilities for the disposal of solid waste generated in Worcester County, Maryland including the Central Landfill and several household solid waste transfer stations; and

WHEREAS, the Worcester County Commissioners established a Worcester County Landfill Enterprise Fund (which has become known as the “Solid Waste Enterprise Fund”) by resolution dated June 4, 1996 to account for the revenues and expenditures associated with the daily operation of the landfill and transfer stations as well as the opening and closure of landfill cells; and

WHEREAS, it is the desire of the County Commissioners that revenues generated by the use of the Central Landfill and the County’s household solid waste transfer stations be sufficient to cover all expenses related to the daily operation of the Central Landfill and transfer stations.

NOW, THEREFORE, BE IT RESOLVED that the County Commissioners of Worcester County, Maryland do hereby adopt the following Solid Waste budgets and fees for the year July 1, 2024 through June 30, 2025:

1. The Board of County Commissioners do hereby adopt a Solid Waste Enterprise Fund Expense Budget for Fiscal Year 2024/2025 in the amount of \$5,377,108 pursuant to FY 2024/2025 Solid Waste Enterprise Fund Budget stamped as approved the 18th day of June, 2024 and on file with the Worcester County Treasurer’s Office which is incorporated herein and made a part hereof.
2. The Board of County Commissioners do hereby adopt, levy, and impose the following landfill fees for Fiscal Year 2024/2025:
 - a. The landfill tipping fee for Refuse shall be \$0.80 per 20 pounds as calculated by scales located at the Central Landfill, with a minimum charge of \$10.00, and shall be subject to all other provisions for said tipping fees established by Resolution of the County Commissioners dated February 11, 1992 and as amended by resolution dated June 16, 1992.
 - b. The landfill tipping fee for Dirt, Grit, Red Ash, Sludge, Stumps, and Yard Waste shall be \$0.80 per 20 pounds as calculated by scales located at the Central Landfill, with a minimum charge of \$10.00.
 - c. The landfill tipping fee for passenger car and truck tires by weight shall be \$2.25 per 20 pounds, with a minimum charge of \$10.00.
 - d. The landfill tipping fee for industrial and tractor tires by weight shall be \$6.00 per 20 pounds, with a minimum charge of \$10.00.
 - e. The landfill tipping fee for metals shall be \$0.25 per 20 pounds, with a minimum charge of \$10.00.
 - f. The landfill tipping fee for Construction Materials, Demolition Materials, and Concrete, which may only be disposed of at the Central Landfill, shall be \$0.80 per 20 pounds, with a minimum charge of \$10.00.
 - g. The landfill tipping fee for Asbestos, which may only be disposed of at the Central Landfill, shall be \$1.50 per 20 pounds, with a minimum charge of \$10.00.
 - h. Mulch can be purchased at the Central Landfill for \$20.00 per 3 cubic yard bucket.
 - i. Passenger car tires may be disposed of at the Central Landfill for the fee of \$3.00 per tire and \$5.00 per tire on rim. Any tire disposed of on the landfill will be at a charge of \$20.00 per tire.
 - j. Truck tires may be disposed of at the Central Landfill for the fee of \$10.00 per tire. Any tire disposed of on the landfill will be at a charge of \$20.00 per tire.
 - k. House trailers may be disposed of at the Central Landfill for the fee of \$2,500.00 per trailer.

- l. Boats may be disposed of at the Central Landfill for the fee of \$0.80 per 20 pounds.
 - m. Propane tanks may be disposed of at the Central Landfill for the fee of \$10.00 per tank.
 - n. The annual license fee for any commercial hauler shall be \$25.00 for each vehicle used by said hauler to transport solid waste to the Central Landfill, and shall be subject to all other provisions for said licenses established by Resolution of the County Commissioners dated February 25, 1992.
 - o. The license fee for any Worcester County local government commercial hauler shall be \$15.00 for each vehicle used by said hauler to transport solid waste to the Central Landfill. The license will not expire until the vehicle is sold or disposed. The license fee shall be subject to all other provisions for said licenses established by Resolution of the County Commissioners dated February 25, 1992.
 - p. Fees for use of the County's homeowner convenience stations shall be either:
 - (1) An annual permit fee for unlimited use of the County's homeowner convenience stations by a single household shall be \$100.00 for the first two vehicles, and \$100.00 for the third and additional vehicles, and shall be subject to all other provisions for said permits established by Resolution of the County Commissioners dated June 16, 1992; or
 - (2) A Pay-As-You-Throw fee of \$1.00 for each 33-gallon bag disposed at any homeowner convenience station in Worcester County.
 - q. To encourage recycling within the incorporated municipalities of Worcester County, a rebate of 1% will be given for each 1% of recycled materials from the municipality, with a maximum rebate of 15%. Rebates will be refunded to the municipalities quarterly.
 - r. Credit Card fee charged at 3% per transaction to the user.
 - s. Paint Cans and Petroleum Cans with liquid are not accepted but if received will be charged a fee of \$20.00 per can.
3. The Board of County Commissioners do hereby establish late fees and interest rates for delinquent accounts as follows:
- Accounts that are delinquent over 30 days from the date of billing shall be assessed a 1% per month interest charge.
4. All other fees or charges not enumerated above shall be at such amounts and rates as are currently in force or as shall be amended by resolution of the County Commissioners at which time such amended amounts and rates shall be effective.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect on July 1, 2024.

PASSED AND ADOPTED this 18th day of June, 2024.

**Notice of Public Hearing
Worcester County
Solid Waste Enterprise Fund
FY 2025 Requested Operating Budget**

The Worcester County Commissioners will conduct a public hearing to receive comments on the proposed FY 2023/2024 Solid Waste Enterprise Fund Operating Budget as requested by the Worcester County Department of Public Works, Solid Waste Division on:

Tuesday, June 4, 2024 at 10:30am
in the County Commissioners' Meeting Room
Room 1101 Government Center, One West Market Street
Snow Hill, Maryland 21863

The Proposed Budget maintains the current solid waste fees. Copies of the detailed budget are available for public inspection at the County Commissioners' Office in Room 1103 of the County Government Center in Snow Hill or online at www.co.worcester.md.us.

WORCESTER COUNTY
2024/2025 REQUESTED OPERATING BUDGET

SOLID WASTE ENTERPRISE FUND

Personnel Services	\$1,457,385
Supplies & Materials	\$57,020
Maintenance & Services	\$1,706,380
Other Charges	\$39,750
Debt Service	\$443,897
Interfund Charges	\$(224,991)
Capital Outlay	\$363,000
Capital Leases.....	<u>\$1,060,638</u>
 TOTAL REQUESTED EXPENSES	 \$4,903,079
 Tipping Fees	 \$4,569,500
Permits.....	\$4,500
Interest and Penalties	\$501,000
Other Revenue.....	\$ - 0-
Transfer from Reserves	<u>\$(171,921)</u>
 TOTAL ESTIMATED REVENUES	 \$4,903,079

For additional information, contact the Worcester County Treasurer's Office
at 410-632-9309.

Worcester County

Solid Waste Division



FY 2024/2025 Requested

Operating Budgets

Board of County Commissioners of Worcester County

Anthony "Chip" W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Caryn Abbott

Diana Purnell

Eric Fiori

Theodore J. Elder

Joseph M. Mitrecic

Weston S. Young, Chief Administrative Officer

Phillip G. Thompson, Finance Officer

Produced by the Worcester County Treasurer's Office as an aid to understanding the
Solid Waste Enterprise Fund Budget.

For more information on the budget, please call (410) 632-9309.

WORCESTER COUNTY
Solid Waste Division
Enterprise Funds

	2024/2025 Request	2023/2024 Budget	(\$)	Variance	(%) Variance
Revenue					
Tipping Fees & Credit Card Fees	4,569,500	4,195,900	373,600		8.90%
Permits	4,500	4,500	-		0.00%
Interest & Penalties	501,000	404,221	96,779		23.94%
Other Revenue			0		N/A
Transfer (To)/From Reserves	(171,921)	70,764	(242,685)		-342.95%
	<u>4,903,079</u>	<u>4,675,385</u>	<u>227,694</u>		<u>4.87%</u>
Expenses					
Personnel Services	1,457,385	1,539,516	(82,131)		-5.33%
Supplies & Materials	57,020	42,500	14,520		34.16%
Maintenance & Services	1,706,380	1,438,236	268,144		18.64%
Other Charges	39,750	32,700	7,050		21.56%
Debt Service	443,897	151,919	291,978		192.19%
Interfund Charges	(224,991)	(186,866)	(38,125)		20.40%
Capital Outlay	363,000				
Capital Leases	1,060,638	1,657,380	(596,742)		-36.01%
	<u>4,903,079</u>	<u>4,675,385</u>	<u>227,694</u>		<u>4.87%</u>

No Proposed Change in Rates**Tipping Rates:**

Refuse	\$ 80.00	per ton
Dirt, Grit, Red Ash, Sludge, Stumps, and Yard Waste	\$ 80.00	per ton
Construction/Deomolition, Concrete, Boats	\$ 80.00	per ton
Asbestos	\$ 150.00	per ton
"Clean" concrete	Free	per ton
House Trailers	\$ 2,500.00	each
Metal	\$ 25.00	per ton
Paint Can / Petroleum Can	\$ 20.00	each
Tires		
Industrial/Tractor	\$ 600.00	per ton
Truck	\$ 10.00	each
Car	\$ 3.00	each
Car on rim	\$ 5.00	each
Car - large volume	\$ 225.00	per ton
Disposed of on landfill	\$ 20.00	each

Other:

Commercial Permit	\$ 25.00	per vehicle
Commercial Permit- local government	\$ 15.00	per vehicle
Mulch purchase	\$ 20.00	per bucket

Worcester County		FY25 Department Budget Requested								
Account Number	Account Description	2025 Department Requested	2024 Adopted Budget	\$ Variance COLA, STEP Benefits	Department Requested \$ Variance	Department Requested % Variance	2024 Actual Amount at 12/31/23	2023 Actual Amount	Department Requested Comments	
Fund: 680 - Landfill										
EXPENSES										
Department: 7001 - Admin										
PERS SVCS - Personnel Services										
6000.100	Personnel Services Salaries	234,556.36	124,716.00	109,840.36	0.00	0.0%	61,380.80	95,573.94		
6000.400	Personnel Services Overtime Pay	0.00	0.00	0.00	0.00	#N/A	35.10	0.00		
6010.030	Benefits Hospitalization Insurance	36,167.16	0.00	36,167.16	0.00	#N/A	0.00	0.00		
6010.050	Benefits Retirement	0.00	0.00	0.00	0.00	#N/A	0.00	0.00		
6010.060	Benefits Social Security Taxes	17,425.88	0.00	17,425.88	0.00	#N/A	0.00	0.00		
6010.100	Benefits Fica & Fringe Benefits	0.85	72,336.00	(72,335.15)	0.00	0.0%	13,955.01	35,637.65		
6010.900	Benefits OPEB contribution	23,535.00	22,449.00	1,086.00	0.00	0.0%	0.00	3,179.05		
Account Classification Total: PERS SVCS - Personnel Services		\$311,685.25	\$219,501.00	\$92,184.25	\$0.00	0.0%	\$75,370.91	\$134,390.64		
SUPP & MAT - Supplies & Materials										
6100.010	Administrative Expense Administrative Expenses	10,000.00	8,000.00	0.00	2,000.00	25.0%	5,448.42	13,301.40	Historical	
6100.052	Administrative Expense Bank Fees	9,500.00	10,000.00	0.00	(500.00)	-5.0%	4,048.06	9,883.89		
6150.050	Uniforms & Personal Equipment Uniforms	1,500.00	1,500.00	0.00	0.00	0.0%	0.00	451.58		
Account Classification Total: SUPP & MAT - Supplies & Materials		\$21,000.00	\$19,500.00	\$0.00	\$1,500.00	7.7%	\$9,496.48	\$23,636.87		
MAINT & SVCS - Maintenance & Services										
6530.010	Consulting Services Annual Audit Fees	6,000.00	0.00	0.00	6,000.00	N/A	6,050.00	0.00	Prior year listed in Professional Fees	
6530.100	Consulting Services Professional Fees	3,600.00	7,650.00	0.00	(4,050.00)	-52.9%	6,762.25	8,137.75	Rtd of Audit Fees, Increase in Consulting	
6550.180	Building Site Expenses Pest Control/Termite Inso	0.00	0.00	0.00	0.00	N/A	113.60	142.00		
6550.220	Building Site Expenses Security Alarm Monitoring	1,500.00	600.00	0.00	900.00	150.0%	741.65	1,362.14		
Account Classification Total: MAINT & SVCS - Maintenance & Services		\$11,100.00	\$8,250.00	\$0.00	\$2,850.00	34.5%	\$13,667.50	\$9,641.89		
OTHR CHGS - Other Charges										
7000.020	Travel, Training & Expense Board Member Allowance	3,500.00	2,800.00	0.00	700.00	25.0%	700.00	3,299.00		
7170.100	Benefits & Insurance Property & Liability Insurance	16,000.00	12,250.00	0.00	3,750.00	30.6%	17,009.93	13,873.30	Historical	
Account Classification Total: OTHR CHGS - Other Charges		\$19,500.00	\$15,050.00	\$0.00	\$4,450.00	29.6%	\$17,709.93	\$17,172.30		
INTFND CHGS - Interfund Charges										
8010.030	Interfund Treasurer's Support - Salary	0.00	43,685.00	(43,685.00)	0.00	-100.0%	18,972.59	41,605.46	Included in Personnel Services Salaries	
8010.040	Interfund Treasurer's Support - Fringe	0.00	20,331.00	(20,331.00)	0.00	-100.0%	9,433.17	19,363.20	Included in Personnel Services Salaries	
8010.050	Interfund Public Works & Admin - Benefits	0.00	40,545.00	(40,545.00)	0.00	-100.0%	22,132.20	40,143.56	Included in Personnel Services Salaries	
8010.060	Interfund Public Works & Admin - Salaries	0.00	90,569.00	(90,569.00)	0.00	-100.0%	44,513.69	86,256.04	Included in Personnel Services Salaries	
8100.060	Transfers Out Recycling	(10,500.00)	(61,812.00)	51,312.00	0.00	-83.0%	(30,906.00)	(45,139.00)	Moved Superintendent & Admin Salaries to position budgeting	
8100.070	Transfers Out Convenience Centers	(8,400.00)	(49,450.00)	41,050.00	0.00	0.0%	(24,725.00)	(56,405.00)	Moved Superintendent & Admin Salaries to position budgeting	
Account Classification Total: INTFND CHGS - Interfund Charges		(\$18,900.00)	\$83,868.00	(102,768.00)	\$0.00	0.0%	\$39,420.65	\$85,824.26		
Department Total: 7001 - Admin		\$344,385.25	\$346,169.00	(10,583.75)	\$8,800.00	2.5%	\$155,665.47	\$270,665.96		
Department: 7002 - Solid Waste										
PERS SVCS - Personnel Services										
6000.100	Personnel Services Salaries	799,285.15	742,133.00	0.00	57,152.15	7.7%	326,825.46	618,610.80		
6000.400	Personnel Services Overtime Pay	25,000.00	15,000.00	0.00	10,000.00	66.7%	17,462.01	27,464.30		
6010.030	Benefits Hospitalization Insurance	128,849.40	0.00	128,849.40	0.00	#N/A	0.00	0.00		
6010.050	Benefits Retirement	0.00	0.00	0.00	0.00	#N/A	0.00	0.00		
6010.060	Benefits Social Security Taxes	57,922.45	0.00	57,922.45	0.00	#N/A	0.00	0.00		
6010.100	Benefits Fica & Fringe Benefits	0.21	429,568.00	(429,567.79)	0.00	0.0%	95,877.09	287,746.70		
6010.900	Benefits OPEB contribution	134,643.00	133,314.00	1,329.00	0.00	0.0%	0.00	20,711.94		
Account Classification Total: PERS SVCS - Personnel Services		\$1,145,700.21	\$1,320,015.00	(241,466.94)	\$67,152.15	5.1%	\$440,164.56	\$954,533.74		
SUPP & MAT - Supplies & Materials										

Worcester County			FY25 Department Budget Requested							
Account Number	Account Description	2025 Department Requested	2024 Adopted Budget	\$ Variance COLA, STEP Benefits	Department Requested \$ Variance	Department Requested % Variance	2024 Actual Amount at 12/31/23	2023 Actual Amount	Department Requested Comments	
6100.075	Administrative Expense Compliance and Permitting	6,000.00	0.00	0.00	6,000.00	N/A	5,418.74	5,888.86	RCL fr Admin Expense-New Compliance	
6100.100	Administrative Expense Dues, Licenses & Subscriptions	900.00	0.00	0.00	900.00	N/A	0.00	290.00		
6110.090	Supplies & Equipment Computers & Printers	2,120.00	1,800.00	0.00	320.00	17.8%	22.99	2,063.82		
6110.340	Supplies & Equipment Safety Program Equipment	500.00	0.00	0.00	500.00	N/A	429.10	210.71	Added Safety Training	
6110.390	Supplies & Equipment Small Equipment	0.00	0.00	0.00	0.00	N/A	0.00	5,181.13		
6110.420	Supplies & Equipment Tools & Supplies	15,000.00	12,000.00	0.00	3,000.00	25.0%	10,334.25	8,736.24	Historical	
6150.050	Uniforms & Personal Equipment Uniforms	11,500.00	9,200.00	0.00	2,300.00	25.0%	4,928.27	7,630.37	New Employees	
Account Classification Total: SUPP & MAT - Supplies & Materials		\$36,020.00	\$23,000.00	0.00	\$13,020.00	56.6%	\$21,133.35	\$30,001.13		
MAINT & SVCS - Maintenance & Services										
6530.040	Consulting Services Consulting Services	300,000.00	250,000.00	0.00	50,000.00	20.0%	25,680.98	190,310.30	New reporting-Methane Monitoring	
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	60,000.00	60,000.00	0.00	0.00	0.0%	24,558.40	61,654.31		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	5,000.00	5,000.00	0.00	0.00	0.0%	1,047.06	5,608.46		
6540.070	Vehicle Operating Expenses Off-road Fuel	150,000.00	120,000.00	0.00	30,000.00	25.0%	78,755.08	145,738.05	Increase Cost & Use	
6540.080	Vehicle Operating Expenses Heavy Equipment Maintenance	300,000.00	280,000.00	0.00	40,000.00	15.4%	98,835.67	401,498.65	Increase in cost of outside vendor repairs	
6550.020	Building Site Expenses Buildings & Grounds Maintenance	630,000.00	489,730.00	0.00	140,270.00	28.6%	306,247.17	523,856.36	Increase in cost of road maintenance and cover	
6550.060	Building Site Expenses Electricity	22,000.00	18,000.00	0.00	4,000.00	22.2%	6,885.12	20,162.41	Historical	
6550.270	Building Site Expenses Telephone	3,280.00	2,256.00	0.00	1,024.00	45.4%	1,469.58	2,383.11	Add Mobile Hot Spot, Full year Mobile Connect	
6700.610	Other Maint. & Svcs Leachate Treatment	225,000.00	225,000.00	0.00	0.00	0.0%	72,662.29	312,719.43		
Account Classification Total: MAINT & SVCS - Maintenance & Services		\$1,695,280.00	\$1,429,986.00	0.00	\$265,294.00	18.6%	\$616,141.35	\$1,663,931.08		
OTHR CHGS - Other Charges										
7000.060	Travel, Training & Expense Educational Training	20,250.00	17,650.00	0.00	2,600.00	14.7%	0.00	751.82	rd Clean Air Compliance to 6100.075 added Safety Training	
7200.010	Bond & Interest Expense Interest Expense	0.00	787,380.00	0.00	(787,380.00)	-100.0%	277,364.09	46,899.59		
7200.020	Bond & Interest Expense Bond Interest Expense	136,856.00	151,919.00	0.00	(15,063.00)	-9.9%	79,706.55	163,408.81	Prior year error, actual Separate Principal / Interest	
7200.025	Bond & Interest Expense Bond Principal Expense	307,041.00	0.00	0.00	307,041.00	N/A	0.00	0.00	New GL account, previously in 7200.020	
Account Classification Total: OTHR CHGS - Other Charges		\$464,147.00	\$956,949.00	0.00	(\$492,802.00)	-51.5%	\$357,070.64	\$211,060.22		
INTFND CHGS - Interfund Charges										
8100.060	Transfers Out Recycling	(85,320.00)	(121,233.00)	35,913.00	0.00	-29.6%	(60,616.50)	(121,902.00)	Moved Superintendent & Admin Salaries to position budgeting	
8100.070	Transfers Out Convenience Centers	(120,771.00)	(149,501.00)	28,730.00	0.00	-19.2%	(74,750.50)	(150,036.00)	Moved Superintendent & Admin Salaries to position budgeting	
Account Classification Total: INTFND CHGS - Interfund Charges		(\$206,091.00)	(\$270,734.00)	64,643.00	\$0.00	-23.9%	(\$135,367.00)	(\$271,938.00)		
CAP EQ - Capital Equipment										
9010.010	Capital Equipment New Vehicles	61,000.00	150,000.00	0.00	(89,000.00)	-59.3%	137,376.00	0.00	Change in replacement vehicle	
9010.050	Capital Equipment Building Improvements	222,000.00	100,000.00	0.00	122,000.00	122.0%	0.00	0.00	Additional improvements, doors, omises	
9010.060	Capital Equipment Other	80,000.00	620,000.00	0.00	(540,000.00)	-87.1%	1,248.75	0.00	Reduction in purchases vs Station Upgrade FY23/24	
9010.125	Capital Equipment Leases	1,060,638.00	0.00	0.00	1,060,638.00	N/A	0.00	0.00	Proposed 2 Additional Leases Redassed from Bond & Interest Account	
Account Classification Total: CAP EQ - Capital Equipment		\$1,423,638.00	\$870,000.00	0.00	\$553,638.00	63.6%	\$138,624.75	\$0.00		
Department Total: 7002 - Solid Waste		\$4,558,694.21	\$4,329,216.00	(176,823.94)	\$406,302.15	9.4%	\$1,437,767.65	\$2,587,588.17		
Fund EXPENSE Total: 680 - Landfill		\$4,903,079.46	\$4,675,385.00	(187,407.69)	\$415,102.15	8.9%	\$1,593,433.12	\$2,858,254.13		



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OFFICE OF THE TREASURER

Worcester County

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 SNOW HILL, MARYLAND
 21863

PHILLIP G. THOMPSON, CPA
 FINANCE OFFICER

JESSICA R. WILSON, CPA
 DEPUTY FINANCE OFFICER

MEMORANDUM

TO: Weston Young, Chief Administrative Officer
 FROM: Barbara Hitch, Senior Accountant *BH*
 DATE: May 24, 2024
 SUBJECT: FY25 Solid Waste Budget Adjustments

The purpose of this memo is to highlight the FY25 Solid Waste Budget Adjustments that have been made since the FY25 Department Requested Budget documents were submitted for the Public Hearing.

Please refer to the column labeled FY25 Committee Adjustments in the table below which shows the budget adjustments to Personnel Services Expenditure totaling \$104,029 for Retirement/OPEB and Capital Expenditure of \$370,000 for a new Roll Off Truck. The FY25 Committee Adjustments increased the budgeted expenditures by \$474,029 resulting in a FY25 Committee Review budget deficit of \$302,108.

	FY25 Committee Review	FY25 Committee Adjustments	FY25 Department Requested
Revenues	5,075,000	-	5,075,000
Expenditures:			
Personnel Services	1,561,414	104,029	1,457,385
Supplies & Materials	57,020	-	57,020
Maintenance & Services	1,706,380	-	1,706,380
Other Charges	483,647	-	483,647
Interfund Charges	(224,991)	-	(224,991)
Capital Outlay & Leases	1,793,638	370,000	1,423,638
Surplus/(Deficit)	(302,108)	(474,029)	171,921

Attachment: FY25 Solid Waste Budget Worksheet Report.

Worcester County		Solid Waste Budget Worksheet Report					
Account Number	Account Description	2025 Committee Review	Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
Fund: 680 - Landfill							
REVENUES							
LIC/PRMT - Licenses and Permits							
4985	Landfill Permits-Commercial	4,500	-	4,500	4,500		
	LIC/PRMT - Licenses and Permits	4,500	-	4,500	4,500		
CHG SVC - Charges for Services							
4850	Credit Card Fees	9,500	-	9,500	10,000		
4990	Tipping Fee Revenue	4,500,000	-	4,500,000	4,115,900	Additional Revenue, Increase in Rate	
5190	Stump/Yard Waste/Mulch Revenue	60,000	-	60,000	70,000	Bring to historical	
	CHG SVC - Charges for Services	4,569,500	-	4,569,500	4,195,900		
INT/PEN - Interest & Penalties							
4700	Interest On Investments	500,000	-	500,000	403,221	Historical/Actual	
4710	Penalty/Fees	1,000	-	1,000	1,000		
	INT/PEN - Interest & Penalties	501,000	-	501,000	404,221		
TRNS IN - Transfers In							
5975.100	Transfers From (To) Reserve	302,108	474,029	(171,921)	70,764	Balance Budget	
	TRNS IN - Transfers In	302,108	474,029	(171,921)	70,764		
	REVENUES Total	5,377,108	474,029	4,903,079	4,675,385		
EXPENSES							
Department: 7001 - Admin							
PERS SVCS - Personnel Services							
6000.100	Personnel Services Salaries	271,121	13,030	258,091	124,716		
6010.020	Benefits Contingency	121	121	-	-		
6010.030	Benefits Hospitalization Insurance	39,279	3,112	36,167	-		
6010.050	Benefits Retirement	33,250	33,250	-	-		Allocation of retirement to department level
6010.060	Benefits Social Security Taxes	20,224	2,798	17,426	-		
6010.070	Benefits Unemployment Insurance	121	121	-	-		
6010.090	Benefits Workmans Compensation Ins	4,216	4,216	-	-		
6010.100	Benefits Fica & Fringe Benefits	-	(1)	1	72,336		
6010.120	Benefits Long Term Disability	455	455	-	-		
6010.130	Benefits Life Insurance	516	516	-	-		
6010.140	Benefits FSA & PSA Admin and EAP Program	558	558	-	-		
6010.150	Benefits Retirement Administration Fee	583	583	-	-		

Worcester County		Solid Waste Budget Worksheet Report						
Account Number	Account Description	2025 Committee Review	Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested	Comments	Committee Review Comments
6010.900	Benefits OPEB contribution	9,528	9,528	-	22,449			OPEB Allocation at department level
	PERS SVCS - Personnel Services	379,972	68,287	311,685	219,501			
	SUPP & MAT - Supplies & Materials							
6100.010	Administrative Expense Administrative Expenses	10,000	-	10,000	8,000		Historical	
6100.052	Administrative Expense Bank Fees	9,500	-	9,500	10,000			
6150.050	Uniforms & Personal Equipment Uniforms	1,500	-	1,500	1,500			
	SUPP & MAT - Supplies & Materials	21,000	-	21,000	19,500			
	MAINT & SVCS - Maintenance & Services							
6530.010	Consulting Services Annual Audit Fees	6,000	-	6,000	-		Prior year listed in Professional Fees	
6530.100	Consulting Services Professional Fees	3,600	-	3,600	7,650		Rcl of Audit Fees, Increase in Consulting	
6550.220	Building Site Expenses Security Alarm Monitoring	1,500	-	1,500	600			
	MAINT & SVCS - Maintenance & Services	11,100	-	11,100	8,250			
	OTHR CHGS - Other Charges							
7000.020	Travel, Training & Expense Board Member Allowance	3,500	-	3,500	2,800			
7170.100	Benefits & Insurance Property & Liability Insurance	16,000	-	16,000	12,250		Historical	
	OTHR CHGS - Other Charges	19,500	-	19,500	15,050			
	INTFND CHGS - Interfund Charges							
8010.030	Interfund Treasurer's Support - Salary	-	-	-	43,685		Included in Personnel Services Salaries	
8010.040	Interfund Treasurer's Support - Fringe	-	-	-	20,331		Included in Personnel Services Salaries	
8010.050	Interfund Public Works & Admin - Benefits	-	-	-	40,545		Included in Personnel Services Salaries	
8010.060	Interfund Public Works & Admin - Salaries	-	-	-	90,569		Included in Personnel Services Salaries	
8100.060	Transfers Out Recycling	(10,500)	-	(10,500)	(61,812)		Moved Superintendent & Admin Salaries to position budgeting	
8100.070	Transfers Out Convenience Centers	(8,400)	-	(8,400)	(49,450)		Moved Superintendent & Admin Salaries to position budgeting	
	INTFND CHGS - Interfund Charges	(18,900)	-	(18,900)	83,868			
	Department Total: 7001 - Admin	412,672	68,287	344,385	346,169			
	Department: 7002 - Solid Waste							
	PERS SVCS - Personnel Services							

Worcester County		Solid Waste Budget Worksheet Report					
Account Number	Account Description	2025 Committee Review	Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
6000.100	Personnel Services Salaries	799,285	(159,643)	958,928	742,133		
6000.400	Personnel Services Overtime Pay	25,000	25,000	-	15,000		
6010.020	Benefits Contingency	349	349	-	-		
6010.025	Benefits Deferred Comp Match	1,000	1,000	-	-		
6010.030	Benefits Hospitalization Insurance	126,483	(2,366)	128,849	-		
6010.050	Benefits Retirement	95,674	95,674	-	-		Allocation of retirement to department level
6010.060	Benefits Social Security Taxes	57,923	1	57,922	-		
6010.070	Benefits Unemployment Insurance	349	349	-	-		
6010.090	Benefits Workmans Compensation Ins	12,132	12,132	-	-		
6010.100	Benefits Fica & Fringe Benefits	-	(0)	0	429,568		
6010.120	Benefits Long Term Disability	1,310	1,310	-	-		
6010.130	Benefits Life Insurance	1,485	1,485	-	-		
6010.140	Benefits FSA & PSA Admin and EAP Program	1,607	1,607	-	-		
6010.150	Benefits Retirement Administration Fee	1,677	1,677	-	-		
6010.900	Benefits OPEB contribution	57,168	57,168	-	133,314		OPEB Allocation at department level
PERS SVCS - Personnel Services		1,181,442	35,742	1,145,700	1,320,015		
SUPP & MAT - Supplies & Materials							
6100.075	Administrative Expense Compliance and Permitting	6,000	-	6,000	-	RCL fr Admin Expense-New Compliance	
6100.100	Administrative Expense Dues, Licenses & Subscriptions	900	-	900	-		
6110.090	Supplies & Equipment Computers & Printers	2,120	-	2,120	1,800		
6110.340	Supplies & Equipment Safety Program Equipment	500	-	500	-	Added Safety Training	
6110.420	Supplies & Equipment Tools & Supplies	15,000	-	15,000	12,000	Historical	
6150.050	Uniforms & Personal Equipment Uniforms	11,500	-	11,500	9,200	New Employees	
SUPP & MAT - Supplies & Materials		36,020	-	36,020	23,000		
MAINT & SVCS - Maintenance & Services							
6530.040	Consulting Services Consulting Services	300,000	-	300,000	250,000	New reporting-Methane Monitoring	
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	60,000	-	60,000	60,000		

Worcester County		Solid Waste Budget Worksheet Report						
Account Number	Account Description	2025 Committee Review	Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments	
6540.030	Vehicle Operating Expenses Vehicle Maintenance	5,000	-	5,000	5,000			
6540.070	Vehicle Operating Expenses Off-road Fuel	150,000	-	150,000	120,000	Increase Cost & Use		
6540.080	Vehicle Operating Expenses Heavy Equipment Maintenance	300,000	-	300,000	260,000	Increase in cost of outside vendor repairs		
6550.020	Building Site Expenses Buildings & Grounds Maintenance	630,000	-	630,000	489,730	Increase in cost of road maintenance and cover		
6550.060	Building Site Expenses Electricity	22,000	-	22,000	18,000	Historical		
6550.270	Building Site Expenses Telephone	3,280	-	3,280	2,256	Add Mobile Hot Spot, Full year Mobile Connect		
6700.610	Other Maint. & Svcs Leachate Treatment	225,000	-	225,000	225,000			
MAINT & SVCS - Maintenance & Services		1,695,280	-	1,695,280	1,429,986			
OTHR CHGS - Other Charges								
7000.060	Travel, Training & Expense Educational Training	20,250	-	20,250	17,650	rdl Clean Air Compliance to 6100.075 added Safety Training		
7200.010	Bond & Interest Expense Interest Expense	-	-	-	787,380			
7200.020	Bond & Interest Expense Bond Interest Expense	136,856	-	136,856	151,919	Prior year error, actual Separate Principal / Interest		
7200.025	Bond & Interest Expense Bond Principal Expense	307,041	-	307,041	-	New GL account, previously in 7200.020		
OTHR CHGS - Other Charges		464,147	-	464,147	956,949			
INTFND CHGS - Interfund Charges								
8100.060	Transfers Out Recycling	(85,320)	-	(85,320)	(121,233)	Moved Superintendent & Admin Salaries to position budgeting		
8100.070	Transfers Out Convenience Centers	(120,771)	-	(120,771)	(149,501)	Moved Superintendent & Admin Salaries to position budgeting		
INTFND CHGS - Interfund Charges		(206,091)	-	(206,091)	(270,734)			
CAP EQ - Capital Equipment								
9010.010	Capital Equipment New Vehicles	61,000	-	61,000	150,000	Change in replacement vehicle		
9010.050	Capital Equipment Building Improvements	222,000	-	222,000	100,000	Additional improvements, doors, omisites		
9010.060	Capital Equipment Other	80,000	-	80,000	620,000	Reduction in purchases vs Station Upgrade FY23/24		
9010.070	Capital Equipment Heavy Equipment	370,000	370,000	-	-		New Roll Off Truck	
9010.125	Capital Equipment Leases	1,060,638	-	1,060,638	-	Proposed 2 Additional Leases Reclassed from Bond & Interest Account		

Worcester County		Solid Waste Budget Worksheet Report					
Account Number	Account Description	2025 Committee Review	Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
	CAP EQ - Capital Equipment	1,793,638	370,000	1,423,638	870,000		
	Department Total: 7002 - Solid Waste	4,964,436	405,742	4,558,694	4,329,216		
	EXPENSES Total	5,377,108	474,029	4,903,079	4,675,385		
	REVENUE GRAND Totals:	5,377,108	474,029	4,903,079	4,675,385		
	EXPENSE GRAND Totals:	5,377,108	474,029	4,903,079	4,675,385		
	Fund Total: 680 - Landfill	-	-	-	-		



OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER

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PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

JESSICA R. WILSON, CPA
DEPUTY FINANCE OFFICER

June 10, 2024

TO: Worcester County Commissioners
FROM: Barbara Hitch, Senior Accountant *BH*
SUBJECT: Draft Enterprise Fund Budget Adoption Resolution
Water & Wastewater Enterprise Fund – FY25

Attached for your review and approval is a draft copy of the resolution adopting the Water & Wastewater Enterprise Fund Budget and Fees for July 1, 2024 through June 30, 2025. (FY25) as conceptually approved following your public hearing on June 4, 2024.

If you should have any questions or concerns regarding this matter, please feel free to contact me.

cc. Dallas Baker
Quinn Dittrich

RESOLUTION NO.

**RESOLUTION ADOPTING SANITARY SERVICE AREA
BUDGETS, ASSESSMENTS AND CHARGES AND ESTABLISHING
CLASSIFICATIONS FOR JULY 1, 2024 THROUGH JUNE 30, 2025**

WHEREAS, pursuant to Section 5-310 of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners of Worcester County do hereby adopt the following Sanitary Service Area budgets, assessments and charges and make the following classifications for the purpose of such budgets and assessments for the year July 1, 2024 through June 30, 2025.

I. IT IS HEREBY RESOLVED by the County Commissioners of Worcester County, Maryland that the following budgets, charges and assessments are adopted and the following classifications made:

A. ASSATEAGUE POINTE

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. User rates are established at \$117.00 per park trailer quarterly which includes water and sewer service.
3. User rates are established at \$179.00 per equivalent dwelling unit (hereinafter referred to as EDU) quarterly for sewer service only.
4. Grinder pump surcharge - \$50.00 per lot
5. Snug Harbor assessment for debt service is hereby established at \$162.50 per EDU quarterly.
6. Commercial flat rate charge \$89.50 per EDU quarterly for sewer service only.

B. BRIDDELTOWN

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly Domestic user rates are hereby established at \$73.00 per EDU which includes water service only.
3. Quarterly Commercial user rates are hereby established as follows:
 - a. Commercial minimum water:
 - (1) 1 EDU - \$62.43
 - (2) 2 EDUs - \$86.63
 - (3) 3 to 13 EDUs - \$173.25
 - (4) 14 to 24 EDUs - \$259.88
 - (5) 25 to 39 EDUs - \$346.50
 - (6) 40 or more EDUs - \$519.75
 - b. Additional commercial water charges based on usage as follows:
 - (1) \$10.73 per 1,000 gallons
4. Swimming pool charge - \$32.00 quarterly.
5. Irrigation system charge - \$69.00 quarterly.

C. EDGEWATER ACRES

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly user rates are hereby set as follows:
 - a. Domestic minimum water & sewer \$215.60
 - b. Additional water charges based on usage as follows:
 - (1) \$8.00 per 1,000 gallons up to 10,000 gallons, and
 - (2) \$9.00 per 1,000 gallons over 10,000 gallons up to 35,000 gallons, and
 - (3) \$10.00 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
 - (4) \$15.00 per 1,000 gallons over 45,000 gallons.
 - c. Domestic water only (not metered) \$121.00

5

d. Domestic sewer only (not metered) \$184.40

3. The standard quarterly assessment for Sussex County debt service is hereby established at \$0.02 per linear front foot per quarter as established in the Worcester County Sanitary District Assessment records.

D. THE LANDINGS

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly Domestic user rates are hereby established as follows:
 - a. Domestic minimum water & sewer \$318.50
 - b. Additional domestic water and sewer charges based on usage as follows:
 - (1) \$1.60 per 1,000 gallons up to 10,000 gallons, and
 - (2) \$3.50 per 1,000 gallons over 10,000 gallons up to 25,000 gallons, and
 - (3) \$6.00 per 1,000 gallons over 25,000 gallons up to 35,000 gallons, and
 - (4) \$9.00 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
 - (5) \$15.00 per 1,000 gallons over 45,000 gallons.
2. Quarterly Commercial user rates are hereby established as follows:
 - a. Commercial water & sewer base and usage rates as follows:
 - (1) 1 EDU - \$373.18
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 27,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 27,000 gallons.
 - (2) 2 EDUs - \$487.03
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 54,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 54,000 gallons.
 - (3) 3 to 13 EDUs - \$1,042.36
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 351,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 351,000 gallons.
 - (4) 14 to 24 EDUs - \$1,557.22
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 648,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 648,000 gallons.
 - (5) 25 to 39 EDUs - \$2,070.81
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 1,053,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 1,053,000 gallons.
 - (6) 40 or more EDUs - \$3,113.17
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 1,250,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 1,250,000 gallons.
 - b. Commercial water only service shall be billed at 25% of the above rates as established in 3a and 3b.
3. Unimproved Lots - Quarterly Accessibility charge \$307.00 per EDU (Not yet connected).
4. Lewis Road domestic water minimum set at \$50.00 per quarter.

E. LIGHTHOUSE SOUND

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly user rates are hereby established as follows:
 - a. Improved Lots - Quarterly sewer service only charge \$242.00 per EDU.
 - b. Unimproved Lots - Quarterly accessibility charge \$114.00 per EDU (Not yet connected).

F. MYSTIC HARBOUR

ITEM 13

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly Domestic user rates are hereby established as follows:
 - a. Domestic minimum water & sewer \$243.00
 - b. Additional domestic water and sewer charges based on usage as follows:
 - (1) \$1.60 per 1,000 gallons up to 10,000 gallons, and
 - (2) \$3.50 per 1,000 gallons over 10,000 gallons up to 25,000 gallons, and
 - (3) \$6.00 per 1,000 gallons over 25,000 gallons up to 35,000 gallons, and
 - (4) \$9.00 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
 - (5) \$15.00 per 1,000 gallons over 45,000 gallons.
 - c. Domestic water only service (metered) shall be billed at 25% of the above rates as established in 2a and 2b.
 - d. Flat rate domestic sewer only service \$212.66
3. Quarterly Commercial user rates are hereby established as follows:
 - a. Commercial water & sewer base and usage rates as follows:
 - (1) 1 EDU - \$282.16
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 27,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 27,000 gallons.
 - (2) 2 EDUs - \$391.55
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 54,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 54,000 gallons.
 - (3) 3 to 13 EDUs - \$783.09
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 351,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 351,000 gallons.
 - (4) 14 to 24 EDUs - \$1,174.64
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 648,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 648,000 gallons.
 - (5) 25 to 39 EDUs - \$1,566.18
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 1,053,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 1,053,000 gallons.
 - (6) 40 or more EDUs - \$2,349.27
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 1,250,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 1,250,000 gallons.
 - b. Commercial water only service shall be billed at 25% of the above rates as established in 3a and 3b.
4. Bulk water (metered) \$20.00 per thousand gallons
5. Sunset Village – The Sunset Village Home Owner’s Association shall pay \$60.75 per EDU quarterly for water service.
6. Oyster Harbor – Domestic Water Only \$60.75
 - (1) \$0.40 per 1,000 gallons up to 10,000 gallons, and
 - (2) \$0.88 per 1,000 gallons over 10,000 gallons up to 25,000 gallons, and
 - (3) \$1.50 per 1,000 gallons over 25,000 gallons up to 35,000 gallons, and
 - (4) \$2.25 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
 - (5) \$3.75 per 1,000 gallons over 45,000
7. Mystic Harbour sewer assessment for debt service is hereby established at \$66.00 per EDU quarterly.

G. NEWARK

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly user rates are hereby established as follows:
 - a. Domestic minimum water \$120.00
 - b. Domestic minimum sewer \$120.00
 - c. Domestic water \$3.50 per 1,000 gallons over 3,000 gallons based on usage
 - d. Domestic sewer \$3.50 per 1,000 gallons over 3,000 gallons based on usage
 - e. Commercial minimum water \$150.50
 - f. Commercial minimum sewer \$150.50
 - g. Commercial water \$7.00 per 1,000 gallons over 3,000 gallons based on usage
 - h. Commercial sewer \$7.00 per 1,000 gallons over 3,000 gallons based on usage
3. Assessments are hereby established at \$27.00 per EDU quarterly.
4. Classifications are established as follows:
 Properties are classified as subdivisions and businesses or industrial (commercial) based upon existing use. Residential properties are classified as subdivisions and all others are classified as business or industrial. Determinations as to equivalent dwelling unit assignments are made in accordance with Section 5-310 of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland.
5. Newark sewer assessment for debt service is hereby established at \$55.00 per EDU quarterly.

H. OCEAN PINES

1. The budget attached hereto and appropriately labeled is hereby adopted.
2. Quarterly user rates are hereby set as follows:
 - a. Domestic minimum water and sewer \$207.00
 - b. Additional domestic water and sewer charge based on usage as follows:
 - (1) \$1.60 per 1,000 gallons up to 10,000 gallons, and
 - (2) \$3.50 per 1,000 gallons over 10,000 gallons up to 25,000 gallons, and
 - (3) \$6.00 per 1,000 gallons over 25,000 gallons up to 35,000 gallons, and
 - (4) \$9.00 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
 - (5) \$15.00 per 1,000 gallons over 45,000 gallons.
 - c. Commercial water & sewer base and usage rates as follows:
 - (1) 1 EDU - \$267.76
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 27,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 27,000 gallons.
 - (2) 2 EDUs - \$371.33
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 54,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 54,000 gallons.
 - (3) 3 to 13 EDUs - \$743.13
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 351,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 351,000 gallons.
 - (4) 14 to 24 EDUs - \$1,114.69
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 648,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 648,000 gallons.
 - (5) 25 to 39 EDUs - \$1,486.26
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 1,053,000 gallons, and

- c. \$10.00 per 1,000 gallons over 1,053,000 gallons.
- (6) 40 or more EDUs - \$2,229.34
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 1,250,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 1,250,000 gallons.
- 3. Flat rate domestic sewer only service \$186.75.
- 4. Standard assessments for debt service are hereby established at \$36.00 per EDU quarterly.
- 5. Adjusted standard assessments are as follows:
 - a. Open Space Park water - 50% of standard
 - b. Open Space Park no water - 10% of standard
 - c. Applicable parcels as described in Section E(2) and E(3) of 589 Agreement - 25% of Standard.
- 6. Classifications are established as follows:
 Properties are classified as subdivision and business or industrial based upon existing land use or committed or approved zoning or land use. Residential properties are classified as subdivisions and all others are classified as business or industrial. Open space parks and utility lots with water service are designated as Open Space Park - Water. Open space parks and utility lots without water service are designated as Open Space Park - No Water. Determinations as to equivalent dwelling unit assignments are made in accordance with Section 5-310 of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland.
- 7. White Horse Park lots shall pay a quarterly water and sewer flat rate of \$160.00 per lot.
- 8. New Ocean Pines Customers who have already paid the required equity contribution do not pay the standard assessment for debt service (as referenced in item 4 above), but instead shall pay supplemental assessments for additional debt service hereby established at \$31.00 per EDU per quarter.

I. RIDDLE FARM

- 1. The budget attached hereto and appropriately labeled is hereby adopted; and
- 2. Quarterly Domestic user rates are hereby established as follows:
 - a. Domestic minimum water & sewer \$288.00.
 - b. Additional domestic water and sewer charges based on usage as follows:
 - (1) \$1.60 per 1,000 gallons up to 10,000 gallons, and
 - (2) \$3.50 per 1,000 gallons over 10,000 gallons up to 25,000 gallons, and
 - (3) \$6.00 per 1,000 gallons over 25,000 gallons up to 35,000 gallons, and
 - (4) \$9.00 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
 - (5) \$15.00 per 1,000 gallons over 45,000 gallons.
- 3. Quarterly Commercial user rates are hereby established as follows:
 - a. Commercial water & sewer base and usage rates as follows:
 - (1) 1 EDU - \$326.61
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 27,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 27,000 gallons.
 - (2) 2 EDUs - \$453.22
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 54,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 54,000 gallons.
 - (3) 3 to 13 EDUs - \$906.44
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 351,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 351,000 gallons.

- (4) 14 to 24 EDUs - \$1,359.67
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 648,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 648,000 gallons.
- (5) 25 to 39 EDUs - \$1,812.89
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 1,053,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 1,053,000 gallons.
- (6) 40 or more EDUs - \$2,719.33
 - a. \$4.00 per 1,000 gallons up to 10,000 gallons, and
 - b. \$6.00 per 1,000 gallons over 10,000 gallons up to 1,250,000 gallons, and
 - c. \$10.00 per 1,000 gallons over 1,250,000 gallons.
4. Unimproved Lots - Quarterly Accessibility charge \$150.00 per EDU (Not yet connected).
5. Riddle Farm assessment for debt service is hereby established at \$9.00 per EDU quarterly.
6. Effluent disposal charge is hereby established at \$35.00 per EDU quarterly.

J. RIVER RUN

1. The budget attached hereto and appropriately labeled is hereby adopted.
2. River Run shall pay to Ocean Pines Service Area for water as provided by contract at the following rates:
 - a. Minimum quarterly water \$71.00
 - b. Additional water charges based on usage as follows:
 - (1) \$0.50 per 1,000 gallons up to 10,000 gallons, and
 - (2) \$1.09 per 1,000 gallons over 10,000 gallons up to 25,000 gallons, and
 - (3) \$1.88 per 1,000 gallons over 25,000 gallons up to 35,000 gallons, and
 - (4) \$2.81 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
 - (5) \$4.69 per 1,000 gallons over 45,000 gallons.
3. User rates are hereby set as follows:
 - a. Sewer at \$192.00 per quarter.

K. WEST OCEAN CITY

1. The budget attached hereto and appropriately labeled is hereby adopted.
2. Quarterly user rates for sewer are hereby adopted at \$10.50 per domestic fixture and \$14.25 per commercial fixture. Swimming pools are to be charged a quarterly flat rate of \$26.75. Car washes shall be charged a quarterly rate of \$2.50 per 1,000 gallons based upon 70% of water consumption.
3. An adjusted standard assessment of 25% of standard is hereby established for platted lots in the service area that do not have sewer lines accessible to the property.
4. Classifications are adopted as follows:

Properties are classified as subdivisions and business or industrial based upon existing land use or committed zoning. Residential properties are classified as subdivisions and all others are classified as business or industrial. Determinations as to equivalent dwelling unit assignments are made in accordance with Section 5-310 of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland.

L. LEACHATE

1. Leachate will be charged at \$0.02 per gallon

II. BE IT FURTHER RESOLVED by the County Commissioners of Worcester County, Maryland that special service fees based upon actual cost are hereby adopted for special services required on all properties in all service areas (see Attachment A).

III. BE IT FURTHER RESOLVED by the County Commissioners of Worcester County, Maryland that late fees and interest are hereby established as follows:

A. For those bills issued on a quarterly basis the following late fees and interest shall be levied:

1. Accounts that are delinquent over 30 days from the date of billing shall be assessed a \$5.00 penalty plus 3% interest per quarter.

IV. BE IT FURTHER RESOLVED by the County Commissioners of Worcester County, Maryland that the Water and Wastewater Services departmental budget stamped as approved the 18th day of June, 2024 and on file with the Worcester County Treasurers' Office are incorporated herein and made a part hereof.

V. BE IT FURTHER RESOLVED that this Resolution shall not prohibit the charging of contract charges as authorized by Section 5-310(g) of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland.

VI. BE IT FURTHER RESOLVED by the County Commissioners of Worcester County, Maryland that the Sanitary Service Area budgets, assessments and charges and the classifications established herein are adopted this 18th day of June, 2024.

Notice of Public Hearing
Worcester County Water and Wastewater Enterprise Fund
FY 2025 Requested Budgets and Assessments

The Worcester County Commissioners will conduct a public hearing to receive comments on the proposed operating budgets, assessments, user charges and other charges for each of the 11 sanitary service areas operated by the Worcester County Department of Public Works, Water & Wastewater Division:

Tuesday, June 4, 2024 at 10:30am
 in the County Commissioners' Meeting Room
 Room 1101 Government Center, One West Market Street
 Snow Hill, Maryland 21863

Copies of the proposed operating budgets for the 11 sanitary service areas are available for public inspection in the County Commissioners' Office in Room 1103 of the County Government Center in Snow Hill and online at www.co.worcester.md.us.

The 11 sanitary service areas and proposed changes to the user charges are as follows:

Assateague Pointe – increase from \$106 to \$117 per Equivalent Dwelling Unit (EDU) per quarter domestic water flat charge; increase from \$163 to \$179 per EDU per quarter domestic sewer flat charge; and increase from \$30 to \$50 per lot grinder pump flat surcharge and increase from \$79.50 to \$89.50 per EDU per quarter commercial sewer flat charge.

Bridgetown – no proposed changes.

Edgewater Acres – increase from \$196.60 to \$215.60 per EDU per quarter domestic water and sewer base fee; Increase from \$110 to \$121 per EDU per quarter for domestic water flat rate and increase from \$168.40 to \$184.40 per EDU per quarter domestic sewer flat charge.

The Landings – increase from \$277.50 to \$318.50 per EDU per quarter domestic water and sewer base fee; increase from \$44 to \$50 per EDU per quarter Lewis Road domestic water base fee, increase in commercial water and sewer base fees ranging from \$324.50 to \$2,707.10 at present to \$373.18 to \$3,113.17 based on total EDUs, and increase from \$267 to \$307 per EDU per quarter accessibility fee.

Lighthouse Sound – no proposed changes

Mystic Harbour - increase from \$215.00 to \$243.00 per EDU per quarter domestic water and sewer base fee; no increase for domestic sewer flat charge, increase in commercial water and sewer base fees ranging from \$249.70 to \$2,079 at present to \$282.16 to \$2,349.27 based on total EDUs, increase from \$58.50 to \$60.75 per EDU per quarter for Sunset Village domestic water flat charge and increase from \$53.75 to \$60.75 per EDU per quarter for Oyster Harbor domestic water only. There is no Oyster Harbor Debt Service payment.

Newark - increase from \$230 to \$240 per EDU per quarter domestic water and sewer base fee; and increase from \$286 to \$301 per EDU per quarter commercial water and sewer base fee.

Ocean Pines – increase from \$199 to \$207 per EDU per quarter domestic water and sewer base fee; increase from \$179.75 to \$186.75 per EDU per quarter domestic sewer flat charge; increase from \$154 to \$160 per White Horse Park lot per quarter per domestic water and sewer flat charge; increase in commercial water and sewer base fees ranging from \$257.46 to \$2,143.60 at present to \$267.76 to \$2,229.34 based on total EDUs.

Riddle Farm - increase from \$240 to \$288 per EDU per quarter domestic water and sewer base fee; and increase in commercial water and sewer base fees ranging from \$272.17 to \$2,266.11 at present to \$326.61 to \$2,719.33 based on total EDUs.

River Run - increase from \$167 to \$192 per EDU per quarter domestic sewer flat charge; and increase from \$62 to \$71 per EDU per quarter domestic water base fee.

West Ocean City - no proposed changes.

In addition to user charges, assessments will be levied in the Mystic Harbour, Newark, Ocean Pines, Riddle Farm and Snug Harbour service areas or sub-areas to make debt payments. All assessments shall be made on an EDU basis.

For additional information, contact the Worcester County Treasurer's Office at 410-632-9309.

Worcester County

Water & Wastewater



Ratepayer's Guide to the

FY 2024/25 Requested

Operating Budgets

Board of County Commissioners of Worcester County

Anthony “Chip” W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Caryn Abbott

Diana Purnell

Eric Fiori

Theodore J. Elder

Joseph M. Mitrecic

Weston S. Young, Chief Administrative Officer

Phillip G. Thompson, Finance Officer

Produced by the Worcester County Treasurer’s Office as an aid to understanding the
Water and Wastewater Enterprise Fund Budget.

For more information on the budget, please call (410) 632-9309.

Total WWW Budgets

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2024/25 Request	2023/24 Budget	(\$) Difference (%)	
Revenue				
Charges for Services	13,636,791	13,268,690	368,101	2.77%
Interest & Penalties	222,700	165,270	57,430	34.75%
Operating Grants	31,500	31,500	-	0.00%
Other Revenue	614,195	244,195	370,000	151.52%
Transfer From Other Funds	200,000	138,328	61,672	44.58%
Transfer From (To) Reserves	2,367,574	1,495,255	872,319	58.34%
	<u>17,072,760</u>	<u>15,343,238</u>	<u>1,729,522</u>	<u>11.27%</u>
Expenses				
Personnel Services	6,565,003	6,292,124	272,879	4.34%
Supplies & Materials	1,290,614	1,200,757	89,857	7.48%
Maintenance & Services	6,673,934	6,083,980	589,954	9.70%
Other Charges	204,800	163,876	40,924	24.97%
Interfund Charges	67,572	896,641	(829,069)	-92.46%
Capital Equipment	2,270,837	705,860	1,564,977	221.71%
	<u>17,072,760</u>	<u>15,343,238</u>	<u>1,729,522</u>	<u>11.27%</u>

**WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds**

	2024/25 Request	2023/24 Budget	(\$) Difference (%)	
Revenue				
Charges for Services	8,203,440	8,161,196	42,244	0.52%
Interest and Penalties	95,000	90,000	5,000	5.56%
Other Revenue	585,000	215,000	370,000	172.09%
Transfer From (To) Reserves	277,216	158,072	119,144	75.37%
	<hr/> 9,160,656	<hr/> 8,624,268	<hr/> 536,388	<hr/> 6.22%
Expenses				
Personnel Services	4,535,796	4,178,953	356,843	8.54%
Supplies & Materials	783,172	727,180	55,992	7.70%
Maintenance & Services	2,642,411	2,603,917	38,494	1.48%
Other Charges	133,988	102,581	31,407	30.62%
Interfund Charges	40,451	547,777	(507,326)	-92.62%
Capital Equipment	1,024,838	463,860	560,978	120.94%
	<hr/> 9,160,656	<hr/> 8,624,268	<hr/> 536,388	<hr/> 6.22%

Proposed Quarterly Rates

	2024/25 Request	2023/24 Budget	
<u>Domestic:</u>			
Metered Water & Sewer			
Base Fee	\$207.00	\$199.00	Flat Charge
Usage Range (Gallons)			
0 - 10,000	\$1.60	\$1.60	Per Thousand
10,001 - 25,000	\$3.50	\$3.50	Per Thousand
25,001 - 35,000	\$6.00	\$6.00	Per Thousand
35,001 - 45,000	\$9.00	\$9.00	Per Thousand
over 45,000	\$15.00	\$15.00	Per Thousand
Nonmetered Sewer			
Sewer Only	\$186.75	\$179.75	Flat Charge
Nonmetered Water & Sewer			
White Horse Park - 100 GPD/Lot	\$160.00	\$154.00	Flat Charge

**WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds**

	2024/25 Request	2023/24 Budget
<u>Commercial:</u>		
Metered Water & Sewer		
Tiered Base Fee Range (EDU's) and Usage Range (Gallons)		
1 EDU	\$267.76	\$257.46 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 27,000 Gallons	\$6.00	\$6.00 Per Thousand
over 27,000 Gallons	\$10.00	\$10.00 Per Thousand
2 EDU's	\$371.33	\$357.05 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 54,000 Gallons	\$6.00	\$6.00 Per Thousand
over 54,000 Gallons	\$10.00	\$10.00 Per Thousand
3-13 EDU's	\$743.13	\$714.55 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 351,000 Gallons	\$6.00	\$6.00 Per Thousand
over 351,000 Gallons	\$10.00	\$10.00 Per Thousand
14-24 EDU's	\$1,114.69	\$1,071.82 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 648,000 Gallons	\$6.00	\$6.00 Per Thousand
over 648,000 Gallons	\$10.00	\$10.00 Per Thousand
25-39 EDU's	\$1,486.26	\$1,429.09 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 1,053,000 Gallons	\$6.00	\$6.00 Per Thousand
over 1,053,000 Gallons	\$10.00	\$10.00 Per Thousand
40+ EDU's	\$2,229.34	\$2,143.60 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 1,250,000 Gallons	\$6.00	\$6.00 Per Thousand
over 1,250,000 Gallons	\$10.00	\$10.00 Per Thousand
<u>EDU:</u>		
Standard EDU	\$36.00	\$36.00 Per EDU per Quarter
Supplemental EDU (14 & 19 Bonds)	\$31.00	\$31.00 Per EDU per Quarter

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2024/25 Request	2023/24 Budget	(\$) Difference (%)	
Revenue				
Charges for Services	310,216	308,540	1,676	0.54%
Interest and Penalties	4,600	4,300	300	6.98%
Other Revenue			-	N/A
Transfer From (To) Reserves	77,535	53,121	24,414	45.96%
	<u>392,351</u>	<u>365,961</u>	<u>26,390</u>	<u>7.21%</u>
Expenses				
Personnel Services	179,661	156,007	23,654	15.16%
Supplies & Materials	51,767	35,707	16,060	44.98%
Maintenance & Services	151,605	133,000	18,605	13.99%
Other Charges	6,763	6,763	0	0.00%
Interfund Charges	2,555	34,484	(31,929)	-92.59%
Capital Equipment			0	N/A
	<u>392,351</u>	<u>365,961</u>	<u>26,390</u>	<u>7.21%</u>

Proposed Quarterly Rates

	2024/25 Request	2023/24 Budget	
<u>Domestic:</u>			
Nonmetered Water & Sewer			
Water & Sewer - 110 GPD Units	\$117.00	\$106.00	Flat Charge
Sewer Only - 250 GPD Units	\$179.00	\$163.00	Flat Charge
Grinder Pump Surcharge per Lot	\$50.00	\$30.00	Flat Charge
Snug Harbor Debt Service per EDU	\$162.50	\$162.50	
<u>Commercial:</u>			
Sewer Only	\$89.50	\$79.50	Flat Charge

Bridgetown

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2024/25 Request	2023/24 Budget	(\$) Difference (%)	
Revenue				
Charges for Services	15,060	15,372	(312)	-2.03%
Interest and Penalties	400	670	(270)	-40.30%
Operating Grants	31,500	31,500	-	0.00%
Other Revenue			-	N/A
Transfer From (To) Reserves	(3,696)	309	(4,005)	-1296.12%
	43,264	47,851	(4,587)	-9.59%
Expenses				
Personnel Services	6,338	10,091	(3,753)	-37.19%
Supplies & Materials	1,199	1,106	93	8.41%
Maintenance & Services	35,275	34,701	574	1.65%
Other Charges	326	326	0	0.00%
Interfund Charges	126	1,627	(1,501)	-92.26%
Capital Equipment	-	-	-	N/A
	43,264	47,851	(4,587)	-9.59%

Proposed Quarterly Rates

	2024/25 Request	2023/24 Budget	
<u>Domestic:</u>			
Nonmetered Water			
Water Only	\$73.00	\$73.00	Flat Charge
Swimming Pool (in-ground)	\$32.00	\$32.00	Flat Charge
Irrigation System	\$69.00	\$69.00	Flat Charge
<u>Commercial:</u>			
Metered Water			
Base Fee Range (EDU's)			
1	\$62.43	\$62.43	Flat Charge
2	\$86.63	\$86.63	Flat Charge
3-13	\$173.25	\$173.25	Flat Charge
14-24	\$259.88	\$259.88	Flat Charge
25-39	\$346.50	\$346.50	Flat Charge
40+	\$519.75	\$519.75	Flat Charge
Usage (Gallons)	\$10.73	\$10.73	Per Thousand

Edgewater Acres

**WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds**

	2024/25 Request	2023/24 Budget	(\$) Difference (%)	
Revenue				
Charges for Services	265,865	266,710	(845)	-0.32%
Interest and Penalties	1,600	1,500	100	6.67%
Other Revenue			-	0.00%
Transfer From (To) Reserves	23,586	(4,358)	27,944	-641.21%
	<hr/> 291,051	<hr/> 263,852	<hr/> 27,199	<hr/> 10.31%
Expenses				
Personnel Services	96,928	67,317	29,611	43.99%
Supplies & Materials	3,514	2,976	538	18.08%
Maintenance & Services	186,935	177,863	9,072	5.10%
Other Charges	2,672	2,272	400	17.61%
Interfund Charges	1,002	13,424	(12,422)	-92.54%
Capital Equipment	-	-	-	N/A
	<hr/> 291,051	<hr/> 263,852	<hr/> 27,199	<hr/> 10.31%

Proposed Quarterly Rates

	2024/25 Request	2023/24 Budget	
<u>Domestic:</u>			
Metered Water & Sewer			
Base Fee	\$215.60	\$196.60	Flat Charge
Usage Range (Gallons)			
0 - 10,000	\$8.00	\$8.00	Per Thousand
10,001 - 35,000	\$9.00	\$9.00	Per Thousand
35,001 - 45,000	\$10.00	\$10.00	Per Thousand
over 45,000	\$15.00	\$15.00	Per Thousand
Nonmetered Water	\$121.00	\$110.00	Flat Charge
Nonmetered Sewer	\$184.40	\$168.40	Flat Charge
Front Foot Assessment	\$0.02	\$0.02	Per Linear Foot per Quarter

Landings

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2024/25 Request	2023/24 Budget	(\$) Difference (%)	
Revenue				
Charges for Services	474,100	360,040	114,060	31.68%
Interest and Penalties	3,000	4,000	(1,000)	-25.00%
Other Revenue			-	N/A
Transfer From (To) Reserves	163,616	68,039	95,577	140.47%
	<hr/> 640,716	<hr/> 432,079	<hr/> 208,637	<hr/> 48.29%
Expenses				
Personnel Services	133,408	147,026	(13,618)	-9.26%
Supplies & Materials	32,294	27,598	4,696	17.02%
Maintenance & Services	456,945	245,774	211,171	85.92%
Other Charges	2,396	2,396	0	0.00%
Interfund Charges	673	9,285	(8,612)	-92.75%
Capital Equipment	15,000	-	15,000	N/A
	<hr/> 640,716	<hr/> 432,079	<hr/> 208,637	<hr/> 48.29%

Proposed Quarterly Rates

	2024/25 Request	2023/24 Budget	
<u>Domestic:</u>			
Metered Water & Sewer			
Base Fee	\$318.50	\$277.50	Flat Charge
Lewis Road - Water Only Base Fee	\$50.00	\$44.00	Flat Charge
Usage Range (Gallons)			
0 - 10,000	\$1.60	\$1.60	Per Thousand
10,001 - 25,000	\$3.50	\$3.50	Per Thousand
25,001 - 35,000	\$6.00	\$6.00	Per Thousand
35,001 - 45,000	\$9.00	\$9.00	Per Thousand
over 45,000	\$15.00	\$15.00	Per Thousand

*water only service (metered) shall be billed at 25% of the above proposed rates.

Landings cont.

**WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds**

	2024/25 Request	2023/24 Budget
<u>Commercial:</u>		
Metered Water & Sewer		
Tiered Base Fee Range (EDU's) and Usage Range (Gallons)		
1 EDU	\$373.18	\$324.50 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 27,000 Gallons	\$6.00	\$6.00 Per Thousand
over 27,000 Gallons	\$10.00	\$10.00 Per Thousand
2 EDU's	\$487.03	\$423.50 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 54,000 Gallons	\$6.00	\$6.00 Per Thousand
over 54,000 Gallons	\$10.00	\$10.00 Per Thousand
3-13 EDU's	\$1,042.36	\$906.40 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 351,000 Gallons	\$6.00	\$6.00 Per Thousand
over 351,000 Gallons	\$10.00	\$10.00 Per Thousand
14-24 EDU's	\$1,557.22	\$1,354.10 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 648,000 Gallons	\$6.00	\$6.00 Per Thousand
over 648,000 Gallons	\$10.00	\$10.00 Per Thousand
25-39 EDU's	\$2,070.81	\$1,800.70 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 1,053,000 Gallons	\$6.00	\$6.00 Per Thousand
over 1,053,000 Gallons	\$10.00	\$10.00 Per Thousand
40+ EDU's	\$3,113.17	\$2,707.10 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 1,250,000 Gallons	\$6.00	\$6.00 Per Thousand
over 1,250,000 Gallons	\$10.00	\$10.00 Per Thousand
<u>Accessibility- Domestic & Commercial:</u>	\$307.00	\$267.00 Flat Charge per EDU

*water only service (metered) shall be billed at 25% of the above proposed rates.

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2024/25 Request	2023/24 Budget	(\$) Difference (%)	
Revenue				
Charges for Services	115,620	117,188	(1,568)	-1.34%
Interest and Penalties	800	700	100	14.29%
Other Revenue			-	N/A
Transfer From (To) Reserves	(209)	(242)	33	-13.64%
	116,211	117,646	(1,435)	-1.22%
Expenses				
Personnel Services	64,514	71,853	(7,339)	-10.21%
Supplies & Materials	11,504	10,369	1,135	10.95%
Maintenance & Services	38,700	30,178	8,522	28.24%
Other Charges	1,178	1,178	0	0.00%
Interfund Charges	315	4,068	(3,753)	-92.26%
Capital Equipment			-	N/A
	116,211	117,646	(1,435)	-1.22%

Proposed Quarterly Rates

	2024/25 Request	2023/24 Budget	
<u>Domestic:</u>			
Nonmetered Sewer (improved lot)	\$242.00	\$242.00	Flat Charge per EDU
Accessibility (unimproved lot)	\$114.00	\$114.00	Flat Charge per EDU

**WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds**

	2024/25 Request	2023/24 Budget	(\$) Difference (%)	
Revenue				
Charges for Services	1,448,000	1,305,476	142,524	10.92%
Interest & Penalties	18,000	15,000	3,000	20.00%
Other Revenue			-	N/A
Transfer From Other Funds	200,000	138,328	61,672	44.58%
Transfer From (To) Reserves	1,060,922	545,691	515,231	94.42%
	<u>2,726,922</u>	<u>2,004,495</u>	<u>722,427</u>	<u>36.04%</u>
Expenses				
Personnel Services	679,301	761,484	(82,183)	-10.79%
Supplies & Materials	247,556	238,856	8,700	3.64%
Maintenance & Services	1,020,854	814,744	206,110	25.30%
Other Charges	20,112	20,112	0	0.00%
Interfund Charges	9,099	109,299	(100,200)	-91.68%
Capital Equipment	750,000	60,000	690,000	1150.00%
	<u>2,726,922</u>	<u>2,004,495</u>	<u>722,427</u>	<u>36.04%</u>

Proposed Quarterly Rates

	2024/25 Request	2023/24 Budget	
Domestic:			
Metered Water & Sewer			
Base Fee	\$243.00	\$215.00	Flat Charge
Usage Range (Gallons)			
0 - 10,000	\$1.60	\$1.60	Per Thousand
10,001 - 25,000	\$3.50	\$3.50	Per Thousand
25,001 - 35,000	\$6.00	\$6.00	Per Thousand
35,001 - 45,000	\$9.00	\$9.00	Per Thousand
over 45,000	\$15.00	\$15.00	Per Thousand
*water only service (metered) shall be billed at 25% of the above proposed rates.			
Sunset Village - non metered water	\$60.75	\$58.50	
Nonmetered Sewer			
Oyster Harbor -sewer only	\$60.75	\$53.75	Flat Charge

**WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds**

	2024/25 Request	2023/24 Budget
Commercial:		
Metered Water & Sewer		
Tiered Base Fee Range (EDU's) and Usage Range (Gallons)		
1 EDU	\$282.16	\$249.70 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 27,000 Gallons	\$6.00	\$6.00 Per Thousand
over 27,000 Gallons	\$10.00	\$10.00 Per Thousand
2 EDU's	\$391.55	\$346.50 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 54,000 Gallons	\$6.00	\$6.00 Per Thousand
over 54,000 Gallons	\$10.00	\$10.00 Per Thousand
3-13 EDU's	\$783.09	\$693.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 351,000 Gallons	\$6.00	\$6.00 Per Thousand
over 351,000 Gallons	\$10.00	\$10.00 Per Thousand
14-24 EDU's	\$1,174.64	\$1,039.50 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 648,000 Gallons	\$6.00	\$6.00 Per Thousand
over 648,000 Gallons	\$10.00	\$10.00 Per Thousand
25-39 EDU's	\$1,566.18	\$1,386.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 1,053,000 Gallons	\$6.00	\$6.00 Per Thousand
over 1,053,000 Gallons	\$10.00	\$10.00 Per Thousand
40+ EDU's	\$2,349.27	\$2,079.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 1,250,000 Gallons	\$6.00	\$6.00 Per Thousand
over 1,250,000 Gallons	\$10.00	\$10.00 Per Thousand
*water only service (metered) shall be billed at 25% of the above proposed rates.		
Sewer EDU:	\$66.00	\$66.00 Per EDU per Quarter

**WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds**

Sunset Village

Proposed Quarterly Rates

	2024/25 Request	2023/24 Budget	
Water only	\$60.75	\$58.50	Per EDU - bulk billed to SSV HOA
Billed as part of the Mystic Harbour service area			

Snug Harbor

Proposed Quarterly Rates

	2024/25 Request	2023/24 Budget	
EDU charge	\$162.50	\$162.50	Per EDU per Quarter
Sub-area of Assateague Point service area			

Newark

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2024/25 Request	2023/24 Budget	(\$ Difference (%))	
Revenue				
Charges for Services	167,040	175,340	(8,300)	-4.73%
Interest & Penalties	2,500	2,500	-	0.00%
Other Revenue	29,195	29,195	-	0.00%
Transfer From/To Other Funds				
Transfer From (To) Reserves	10,536	(13,207)	23,743	-179.78%
	209,271	193,828	15,443	7.97%
Expenses				
Personnel Services	136,155	117,881	18,274	15.50%
Supplies & Materials	14,258	13,824	434	3.14%
Maintenance & Services	56,360	53,661	2,699	5.03%
Other Charges	1,797	1,397	400	28.63%
Interfund Charges	701	7,065	(6,364)	-90.08%
Capital Equipment			-	N/A
	209,271	193,828	15,443	7.97%

Proposed Quarterly Rates

	2024/25 Request	2023/24 Budget	
<u>Domestic:</u>			
Metered Water & Sewer			
Base Fee- Includes 3,000 Gallons	\$240.00	\$230.00	Flat Charge
Usage Range (Gallons) over 3,000	\$7.00	\$7.00	Per Thousand
<u>Commercial:</u>			
Metered Water & Sewer			
Base Fee- Includes 3,000 Gallons	\$301.00	\$286.00	Flat Charge
Usage Range (Gallons) over 3,000	\$14.00	\$14.00	Per Thousand
<u>EDU:</u>			
Debt Service	\$27.00	\$27.00	Per EDU per Quarter
Sewer Debt Service	\$55.00	\$55.00	Per EDU per Quarter

Riddle Farm

**WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds**

	2024/25 Request	2023/24 Budget	(\$) Difference (%)	
Revenue				
Charges for Services	892,850	846,999	45,851	5.41%
Interest & Penalties	6,000	6,000	-	0.00%
Other Revenue			-	N/A
Transfer From (To) Reserves	1,069,080	597,930	471,150	78.80%
	<u>1,967,930</u>	<u>1,450,929</u>	<u>517,001</u>	<u>35.63%</u>
Expenses				
Personnel Services	412,413	419,511	(7,098)	-1.69%
Supplies & Materials	98,620	99,500	(880)	-0.88%
Maintenance & Services	1,273,625	900,036	373,589	41.51%
Other Charges	6,296	5,329	967	18.15%
Interfund Charges	1,976	26,553	(24,577)	-92.56%
Capital Equipment	175,000		175,000	
	<u>1,967,930</u>	<u>1,450,929</u>	<u>517,001</u>	<u>35.63%</u>

Proposed Quarterly Rates

	2024/25 Request	2023/24 Budget	
<u>Domestic:</u>			
Metered Water & Sewer			
Base Fee	\$288.00	\$240.00	Flat Charge
Usage Range (Gallons)			
0 - 10,000	\$1.60	\$1.60	Per Thousand
10,001 - 25,000	\$3.50	\$3.50	Per Thousand
25,001 - 35,000	\$6.00	\$6.00	Per Thousand
35,001 - 45,000	\$9.00	\$9.00	Per Thousand
over 45,000	\$15.00	\$15.00	Per Thousand

**WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds**

	2024/25 Request	2023/24 Budget
<u>Commercial:</u>		
Metered Water & Sewer		
Tiered Base Fee Range (EDU's) and Usage Range (Gallons)		
1 EDU	\$326.61	\$272.17 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 27,000 Gallons	\$6.00	\$6.00 Per Thousand
over 27,000 Gallons	\$10.00	\$10.00 Per Thousand
2 EDU's	\$453.22	\$377.69 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 54,000 Gallons	\$6.00	\$6.00 Per Thousand
over 54,000 Gallons	\$10.00	\$10.00 Per Thousand
3-13 EDU's	\$906.44	\$755.37 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 351,000 Gallons	\$6.00	\$6.00 Per Thousand
over 351,000 Gallons	\$10.00	\$10.00 Per Thousand
14-24 EDU's	\$1,359.67	\$1,133.06 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 648,000 Gallons	\$6.00	\$6.00 Per Thousand
over 648,000 Gallons	\$10.00	\$10.00 Per Thousand
25-39 EDU's	\$1,812.89	\$1,510.74 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 1,053,000 Gallons	\$6.00	\$6.00 Per Thousand
over 1,053,000 Gallons	\$10.00	\$10.00 Per Thousand
40+ EDU's	\$2,719.33	\$2,266.11 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 1,250,000 Gallons	\$6.00	\$6.00 Per Thousand
over 1,250,000 Gallons	\$10.00	\$10.00 Per Thousand
<u>Accessibility:</u>	\$150.00	\$150.00 Flat Charge per EDU
<u>EDU:</u>	\$9.00	\$9.00 Per EDU per Quarter
<u>Effluent Disposal Charge</u>	\$35.00	\$35.00 Per EDU per Quarter

River Run

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2024/25 Request	2023/24 Budget	(\$) Difference (%)	
Revenue				
Charges for Services	213,000	198,224	14,776	7.45%
Interest and Penalties	800	600	200	33.33%
Other Revenue			-	N/A
Transfer From (To) Reserves	71,727	46,895	24,832	52.95%
	<hr/> 285,527	<hr/> 245,719	<hr/> 39,808	<hr/> 16.20%
Expenses				
Personnel Services	85,546	45,626	39,920	87.49%
Supplies & Materials	17,466	19,628	(2,162)	-11.01%
Maintenance & Services	134,141	137,456	(3,315)	-2.41%
Other Charges	2,546	1,796	750	41.76%
Interfund Charges	828	11,213	(10,385)	-92.62%
Capital Equipment	45,000	30,000	15,000	N/A
	<hr/> 285,527	<hr/> 245,719	<hr/> 39,808	<hr/> 16.20%

Proposed Quarterly Rates

	2024/25 Request	2023/24 Budget
<u>Domestic:</u>		
Nonmetered Sewer	\$192.00	\$167.00 Flat Charge
Metered Water		
Base Fee	\$71.00	\$62.00 Flat Charge
Usage Range (Gallons)		
0 - 10,000	\$0.50	\$0.50 Per Thousand
10,001 - 25,000	\$1.09	\$1.09 Per Thousand
25,001 - 35,000	\$1.88	\$1.88 Per Thousand
35,001 - 45,000	\$2.81	\$2.81 Per Thousand
over 45,000	\$4.69	\$4.69 Per Thousand

WORCESTER COUNTY
Water & Wastewater Services
Enterprise Funds

	2024/25 Request	2023/24 Budget	(\$) Difference (%)	
Revenue				
Charges for Services	1,531,600	1,513,605	17,995	1.19%
Interest & Penalties	90,000	40,000	50,000	125.00%
Other Revenue			-	N/A
Transfer From (To) Reserves	(382,738)	43,005	(425,743)	-989.98%
	<u>1,238,862</u>	<u>1,596,610</u>	<u>(357,748)</u>	<u>-22.41%</u>
Expenses				
Personnel Services	234,944	316,375	(81,431)	-25.74%
Supplies & Materials	29,264	24,013	5,251	21.87%
Maintenance & Services	918,082	964,650	(46,568)	-4.83%
Other Charges	26,726	19,726	7,000	35.49%
Interfund Charges	9,846	131,846	(122,000)	-92.53%
Capital Equipment	20,000	140,000	(120,000)	-85.71%
	<u>1,238,862</u>	<u>1,596,610</u>	<u>(357,748)</u>	<u>-22.41%</u>

Proposed Quarterly Rates

	2024/25 Request	2023/24 Budget	
<u>Domestic:</u>			
Nonmetered Sewer	\$10.50	\$10.50	Per fixture quarterly
<u>Commercial:</u>			
Nonmetered Sewer	\$14.25	\$14.25	Per fixture quarterly



OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER

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PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

JESSICA R. WILSON, CPA
DEPUTY FINANCE OFFICER

MEMORANDUM

TO: Weston Young, Chief Administrative Officer
FROM: Barbara Hitch, Senior Accountant *BH*
DATE: May 24, 2024
SUBJECT: FY25 Water and Wastewater Budget Adjustments

The purpose of this memo is to highlight the FY25 Water and Wastewater Budget Adjustments that have been made since the FY25 Department Requested Budget documents were submitted for the Public Hearing.

Please refer to the column labeled FY25 Committee Adjustments in the table below which shows the budget adjustments to Personnel Services Expenditures totaling \$316,864 for Retirement/OPEB and Capital Expenditure of \$55,000 for the Mystic Harbour Sanitary Service Area for the Scada Control Panel at Station E. The FY25 Committee Adjustments increased the budgeted expenditures by \$371,864 resulting in a FY25 Committee Review budget deficit of \$2,939,438.

	FY25 Committee Review	FY25 Committee Adjustments	FY25 Department Requested
Revenues	14,505,186	-	14,505,186
Expenditures:			
Personnel Services	6,881,867	316,864	6,565,003
Supplies & Materials	1,290,614	-	1,290,614
Maintenance & Services	6,914,933	-	6,914,933
Other Charges	204,800	-	204,800
Interfund Charges	67,572	-	67,572
Capital	2,084,838	55,000	2,029,838
Surplus/(Deficit)	(2,939,438)	(371,864)	(2,567,574)

Attachment: FY25 Water and Wastewater Budget Worksheet Reports for the eleven sanitary service areas.

Worcester County		Water & Wastewater Budget Worksheet Report					
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
520 - Assateague Point							
REVENUES							
CHG SVC - Charges for Services							
5000.100	Domestic Water Service	55,650	-	55,650	55,620		
5005.100	Commercial Water Service	1,060	-	1,060	960		
5010.100	Domestic Sewer Service	224,652	-	224,652	223,272	Historical	
5015.100	Commercial Sewer Service	20,034	-	20,034	20,096		
5856	Grinder Pump Surcharge	8,820	-	8,820	8,592		
CHG SVC - Charges for Services		310,216	-	310,216	308,540		
INT/PEN - Interest & Penalties							
4710	Penalty/Fees	4,600	-	4,600	4,300		
INT/PEN - Interest & Penalties		4,600	-	4,600	4,300		
TRNS IN - Transfers In							
5975.100	Transfers From (To) Reserve	101,809	24,274	77,535	53,121		
TRNS IN - Transfers In		101,809	24,274	77,535	53,121		
REVENUES Total		416,625	24,274	392,351	365,961		
EXPENSES							
PERS SVCS - Personnel Services							
6000.100	Personnel Services Salaries	60,803	14,542	46,261	15,000		
6000.200	Personnel Services Salaries-Support Group	66,862	(8,824)	75,686	70,120		
6000.300	Personnel Services Salaries-Construction	2,160	1	2,159	7,246		
6000.400	Personnel Services Overtime Pay	3,900	-	3,900	2,000		
6010.020	Benefits Contingency	54	54	-	-		
6010.025	Benefits Deferred Comp Match	1,270	1,270	-	-		
6010.030	Benefits Hospitalization Insurance	36,414	(878)	37,292	-		
6010.050	Benefits Retirement	14,856	14,856	-	-		Retirement allocated to department level
6010.060	Benefits Social Security Taxes	9,809	372	9,437	-		
6010.070	Benefits Unemployment Insurance	54	54	-	-		
6010.090	Benefits Workmans Compensation Ins	1,884	1,884	-	-		
6010.100	Benefits Fica & Fringe Benefits	-	-	-	54,714		
6010.120	Benefits Long Term Disability	203	203	-	-		
6010.130	Benefits Life Insurance	231	231	-	-		
6010.140	Benefits FSA & PSA Admin and EAP Program	250	250	-	-		
6010.150	Benefits Retirement Administration Fee	260	260	-	-		
6010.900	Benefits OPEB contribution	4,925	(0)	4,925	6,927		
PERS SVCS - Personnel Services		203,935	24,274	179,661	156,007		
SUPP & MAT - Supplies & Materials							

Worcester County		Water & Wastewater Budget Worksheet Report					
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
6100.010	Administrative Expense Administrative Expenses	4,200	-	4,200	3,700	Historical	
6110.060	Supplies & Equipment Chemicals	40,000	-	40,000	25,000	Historical	
6110.090	Supplies & Equipment Computers & Printers	22	-	22	-		
6110.340	Supplies & Equipment Safety Program Equipment	660	-	660	660		
6110.420	Supplies & Equipment Tools & Supplies	1,000	-	1,000	400		
6150.050	Uniforms & Personal Equipment Uniforms	385	-	385	347		
6200.010	Other Supplies & Materials Lab Testing	5,000	-	5,000	5,000		
6200.030	Other Supplies & Materials Testing Supplies	500	-	500	600		
SUPP & MAT - Supplies & Materials		51,767	-	51,767	35,707		
MAINT & SVCS - Maintenance & Services							
6500.010	Systems Maintenance Collection System Maintenance	10,000	-	10,000	10,000		
6500.012	Systems Maintenance Grinder Pump	40,000	-	40,000	48,000	Historical	
6500.020	Systems Maintenance Water Plant/System Maint	20,000	-	20,000	8,000	Rebuild Brine Tanks, Isolation Valve Replacement	
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	20,000	-	20,000	20,000		
6500.070	Systems Maintenance Contractor Water Install/Repair	8,000	-	8,000	8,000		
6500.075	Systems Maintenance Contractor Sewer Install/Repair	5,000	-	5,000	5,000		
6530.100	Consulting Services Professional Fees	3,200	-	3,200	1,000	Increase in Support Allocation	
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	12,733	-	12,733	11,000	Historical	
6550.020	Building Site Expenses Buildings & Grounds Maintenance	8,000	-	8,000	1,000	Replace roof	
6550.060	Building Site Expenses Electricity	20,000	-	20,000	20,000		
6550.270	Building Site Expenses Telephone	240	-	240	-		
6700.500	Other Maint. & Svcs Water & Wastewater Construction	4,432	-	4,432	1,000	Increase Capital items	
MAINT & SVCS - Maintenance & Services		151,605	-	151,605	133,000		
OTHR CHGS - Other Charges							
7000.060	Travel, Training & Expense Educational Training	363	-	363	363		
7170.100	Benefits & Insurance Property & Liability Insurance	6,400	-	6,400	6,400		

Worcester County		Water & Wastewater Budget Worksheet Report					
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
OTHR CHGS - Other Charges		6,763	-	6,763	6,763		
INTFND CHGS - Interfund Charges			-				
8010.030	Interfund Treasurer's Support - Salary	-	-		9,575	Position Budgeting-now in Salaries	
8010.040	Interfund Treasurer's Support - Fringe	-	-		4,204	Position Budgeting-now in Salaries	
8010.050	Interfund Public Works & Admin - Benefits	2,555	-	2,555	6,317	General Fund Retirement	
8010.060	Interfund Public Works & Admin - Salaries	-	-		14,388	Salaries in Position Budgeting	
INTFND CHGS - Interfund Charges		2,555	-	2,555	34,484		
EXPENSES Total		416,625	24,274	392,351	365,961		
Fund REVENUE	Total: 520 - Assateague Point	416,625	24,274	392,351	365,961		
Fund EXPENSE	Total: 520 - Assateague Point	416,625	24,274	392,351	365,961		
Fund Total: 520 - Assateague Point		0	0	-	-		

Worcester County		Water & Wastewater Budget Worksheet Report					
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
525 - Briddletown							
REVENUES							
CHG SVC - Charges for Services							
5000.100	Domestic Water Service	12,960	-	12,960	13,252		
5005.100	Commercial Water Service	700	-	700	740		
5005.200	Commercial Water Usage	1,400	-	1,400	1,380		
CHG SVC - Charges for Services		15,060	-	15,060	15,372		
INT/PEN - Interest & Penalties							
4710	Penalty/Fees	400	-	400	670		
INT/PEN - Interest & Penalties		400	-	400	670		
OP GRT - Operating Grant							
5815	Operating Grant	31,500	-	31,500	31,500		
OP GRT - Operating Grant		31,500	-	31,500	31,500		
TRNS IN - Transfers In							
5975.100	Transfers From (To) Reserve	(2,490)	1,206	(3,696)	309		
TRNS IN - Transfers In		(2,490)	1,206	(3,696)	309		
REVENUES Total		44,470	1,206	43,264	47,851		
EXPENSES							
PERS SVCS - Personnel Services							
6000.100	Personnel Services Salaries	1,971	1,107	864	-		
6000.200	Personnel Services Salaries-Support Group	156	1	155	5,100		
6000.300	Personnel Services Salaries-Construction	2,846	(601)	3,447	966		
6000.400	Personnel Services Overtime Pay	601	(0)	601	-		
6010.020	Benefits Contingency	2	2	-	-		
6010.025	Benefits Deferred Comp Match	36	36	-	-		
6010.030	Benefits Hospitalization Insurance	942	(1)	943	-		
6010.050	Benefits Retirement	535	535	-	-		Retirement Allocation at department level
6010.060	Benefits Social Security Taxes	352	25	327	-		
6010.070	Benefits Unemployment Insurance	2	2	-	-		
6010.090	Benefits Workmans Compensation Ins	68	68	-	-		
6010.100	Benefits Fica & Fringe Benefits	-	-	-	3,571		
6010.120	Benefits Long Term Disability	7	7	-	-		
6010.130	Benefits Life Insurance	8	8	-	-		
6010.140	Benefits FSA & PSA Admin and EAP Program	9	9	-	-		
6010.150	Benefits Retirement Administration Fee	9	9	-	-		
6010.900	Benefits OPEB contribution	-	-	-	454		
PERS SVCS - Personnel Services		7,544	1,206	6,338	10,091		
SUPP & MAT - Supplies & Materials							

Worcester County		Water & Wastewater Budget Worksheet Report					
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
6100.010	Administrative Expense Administrative Expenses	623	-	623	533		
6110.340	Supplies & Equipment Safety Program Equipment	48	-	48	48		
6150.050	Uniforms & Personal Equipment Uniforms	28	-	28	25		
6200.010	Other Supplies & Materials Lab Testing	500	-	500	500		
SUPP & MAT - Supplies & Materials		1,199	-	1,199	1,106		
MAINT & SVCS - Maintenance & Services			-				
6500.070	Systems Maintenance Contractor Water Install/Repair	3,500	-	3,500	3,500		
6530.100	Consulting Services Professional Fees	240	-	240	254		
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	926	-	926	532		
6550.270	Building Site Expenses Telephone	18	-	18	-		
6700.200	Other Maint. & Svcs Payment to Water Utility	30,000	-	30,000	30,000		
6700.500	Other Maint. & Svcs Water & Wastewater Construction	591	-	591	415		
MAINT & SVCS - Maintenance & Services		35,275	-	35,275	34,701		
OTHR CHGS - Other Charges			-				
7000.060	Travel, Training & Expense Educational Training	26	-	26	26		
7170.100	Benefits & Insurance Property & Liability Insurance	300	-	300	300		
OTHR CHGS - Other Charges		326	-	326	326		
INTFND CHGS - Interfund Charges			-				
8010.030	Interfund Treasurer's Support - Salary	-	-	-	639		
8010.040	Interfund Treasurer's Support - Fringe	-	-	-	280		
8010.050	Interfund Public Works & Admin - Benefits	126	-	126	216	General Fund Retirement Only	
8010.060	Interfund Public Works & Admin - Salaries	-	-	-	492		
INTFND CHGS - Interfund Charges		126	-	126	1,627		
EXPENSES Total		44,470	1,206	43,264	47,851		
Fund REVENUE Total: 525 - Briddletown		44,470	1,206	43,264	47,851		
Fund EXPENSE Total: 525 - Briddletown		44,470	1,206	43,264	47,851		
Fund Total: 525 - Briddletown		-	-	-	-		

Worcester County			Water & Wastewater Budget Worksheet Report				
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
530 - Edgewater Acres							
REVENUES							
CHG SVC - Charges for Services							
5000.100	Domestic Water Service	61,000	-	61,000	59,685	Actual	
5000.200	Domestic Water Usage	40,000	-	40,000	45,000	Actual	
5010.100	Domestic Sewer Service	164,000	-	164,000	161,160	Actual	
CHG SVC - Charges for Services		265,000	-	265,000	265,845		
INT/PEN - Interest & Penalties							
4710	Penalty/Fees	1,600	-	1,600	1,500		
INT/PEN - Interest & Penalties		1,600	-	1,600	1,500		
TRNS IN - Transfers In							
5975.100	Transfers From (To) Reserve	36,911	13,325	23,586	(4,358)		
TRNS IN - Transfers In		36,911	13,325	23,586	(4,358)		
DEBT SRV REV - Debt Service Revenue							
5980	Front Foot/EDU Revenue	865	-	865	865		
DEBT SRV REV - Debt Service Revenue		865	-	865	865		
REVENUES Total		304,376	13,325	291,051	263,852		
EXPENSES							
PERS SVCS - Personnel Services							
6000.100	Personnel Services Salaries	23,897	6,635	17,262	6,000		
6000.200	Personnel Services Salaries-Support Group	50,818	(3,603)	54,421	33,148		
6000.300	Personnel Services Salaries-Construction	308	0	308	1,449		
6000.400	Personnel Services Overtime Pay	1,850	-	1,850	500		
6010.020	Benefits Contingency	31	31	-	-		
6010.025	Benefits Deferred Comp Match	211	211	-	-		
6010.030	Benefits Hospitalization Insurance	15,477	(377)	15,854	-		
6010.050	Benefits Retirement	8,617	8,617	-	-		Retirement allocation at department level
6010.060	Benefits Social Security Taxes	5,619	140	5,479	-		
6010.070	Benefits Unemployment Insurance	31	31	-	-		
6010.090	Benefits Workmans Compensation Ins	1,093	1,093	-	-		
6010.100	Benefits Fica & Fringe Benefits	-	(1)	1	23,625		
6010.120	Benefits Long Term Disability	118	118	-	-		
6010.130	Benefits Life Insurance	134	134	-	-		
6010.140	Benefits FSA & PSA Admin and EAP Program	145	145	-	-		
6010.150	Benefits Retirement Administration Fee	151	151	-	-		
6010.900	Benefits OPEB contribution	1,753	0	1,753	2,595		
PERS SVCS - Personnel Services		110,253	13,325	96,928	67,317		
SUPP & MAT - Supplies & Materials							

Worcester County			Water & Wastewater Budget Worksheet Report				
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
6100.010	Administrative Expense Administrative Expenses	1,010	-	1,010	500		
6110.090	Supplies & Equipment Computers & Printers	10	-	10	-		
6110.340	Supplies & Equipment Safety Program Equipment	312	-	312	312		
6150.050	Uniforms & Personal Equipment Uniforms	182	-	182	164		
6200.010	Other Supplies & Materials Lab Testing	1,000	-	1,000	1,000		
6200.030	Other Supplies & Materials Testing Supplies	1,000	-	1,000	1,000		
SUPP & MAT - Supplies & Materials		3,514	-	3,514	2,976		
MAINT & SVCS - Maintenance & Services							
6500.010	Systems Maintenance Collection System Maintenance	5,000	-	5,000	5,000		
6500.020	Systems Maintenance Water Plant/System Maint	5,000	-	5,000	5,000		
6500.040	Systems Maintenance WWW Paving	500	-	500	500		
6500.070	Systems Maintenance Contractor Water Install/Repair	4,000	-	4,000	3,000	Increase in Repairs	
6530.100	Consulting Services Professional Fees	1,200	-	1,200	1,268		
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	6,019	-	6,019	3,458	Historical	
6550.020	Building Site Expenses Buildings & Grounds Maintenance	2,000	-	2,000	300	Replace door	
6550.060	Building Site Expenses Electricity	8,000	-	8,000	6,000	Actual	
6550.270	Building Site Expenses Telephone	830	-	830	715		
6700.100	Other Maint. & Svcs Payment to Sewer Utility	85,000	-	85,000	80,000	Historical	
6700.200	Other Maint. & Svcs Payment to Water Utility	68,000	-	68,000	72,000	Historical	
6700.500	Other Maint. & Svcs Water & Wastewater Construction	1,386	-	1,386	622		
MAINT & SVCS - Maintenance & Services		186,935	-	186,935	177,863		
OTHR CHGS - Other Charges							
7000.060	Travel, Training & Expense Educational Training	172	-	172	172		
7170.100	Benefits & Insurance Property & Liability Insurance	2,500	-	2,500	2,100		
OTHR CHGS - Other Charges		2,672	-	2,672	2,272		
INTFND CHGS - Interfund Charges							

Worcester County		Water & Wastewater Budget Worksheet Report					
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
8010.030	Interfund Treasurer's Support - Salary	-	-	-	3,671	Position Budgeting-now in Salaries	
8010.040	Interfund Treasurer's Support - Fringe	-	-	-	1,612	Position Budgeting-now in Salaries	
8010.050	Interfund Public Works & Admin - Benefits	1,002	-	1,002	2,484	General Fund Retirement	
8010.060	Interfund Public Works & Admin - Salaries	-	-	-	5,657	Position Budgeting-now in Salaries	
INTFND CHGS - Interfund Charges		1,002	-	1,002	13,424		
EXPENSES Total		304,376	13,325	291,051	263,852		
Fund REVENUE Total: 530 - Edgewater Acres		304,376	13,325	291,051	263,852		
Fund EXPENSE Total: 530 - Edgewater Acres		304,376	13,325	291,051	263,852		
Fund Total: 530 - Edgewater Acres		0	0	-	-		

Worcester County			Water & Wastewater Budget Worksheet Report				
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
535 - Landings							
REVENUES							
CHG SVC - Charges for Services							
5000.100	Domestic Water Service	52,000	-	52,000	37,842	Rate Increase, Additional Connections	
5000.200	Domestic Water Usage	9,100	-	9,100	5,500	Rate Increase, Additional Connections	
5010.100	Domestic Sewer Service	140,000	-	140,000	96,061	Rate Increase, Additional Connections	
5010.200	Domestic Sewer Usage	24,000	-	24,000	12,000	Rate Increase, Additional Connections	
5020	Additional Assessments - Accessibility	149,000	-	149,000	208,637	Connections reduces Accessibility	
5040	Hook-Ups	100,000	-	100,000	-	Actual, increase in connections	
CHG SVC - Charges for Services		474,100	-	474,100	360,040		
INT/PEN - Interest & Penalties							
4710	Penalty/Fees	3,000	-	3,000	4,000	Historical	
INT/PEN - Interest & Penalties		3,000	-	3,000	4,000		
TRNS IN - Transfers In							
5975.100	Transfers From (To) Reserve	182,710	19,094	163,616	68,039		
TRNS IN - Transfers In		182,710	19,094	163,616	68,039		
REVENUES Total		659,810	19,094	640,716	432,079		
EXPENSES							
PERS SVCS - Personnel Services							
6000.100	Personnel Services Salaries	26,067	10,740	15,327	10,000		
6000.200	Personnel Services Salaries-Support Group	72,062	(5,241)	77,303	76,495		
6000.300	Personnel Services Salaries-Construction	4,343	0	4,343	2,415		
6000.400	Personnel Services Overtime Pay	3,400	-	3,400	-		
6010.020	Benefits Contingency	42	42	-	-		
6010.025	Benefits Deferred Comp Match	411	411	-	-		
6010.030	Benefits Hospitalization Insurance	22,984	(818)	23,802	-		
6010.050	Benefits Retirement	11,608	11,608	-	-		Retirement allocation at department level
6010.060	Benefits Social Security Taxes	7,493	101	7,391	-		
6010.070	Benefits Unemployment Insurance	42	42	-	-		
6010.090	Benefits Workmans Compensation Ins	1,472	1,472	-	-		
6010.100	Benefits Fica & Fringe Benefits	-	-	-	52,198		
6010.120	Benefits Long Term Disability	159	159	-	-		
6010.130	Benefits Life Insurance	180	180	-	-		
6010.140	Benefits FSA & PSA Admin and EAP Program	195	195	-	-		

Worcester County			Water & Wastewater Budget Worksheet Report				
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
6010.150	Benefits Retirement Administration Fee	203	203	-	-		
6010.900	Benefits OPEB contribution	1,841	(0)	1,841	5,918		
PERS SVCS - Personnel Services		152,502	19,094	133,408	147,026		
SUPP & MAT - Supplies & Materials							
6100.010	Administrative Expense Administrative Expenses	630	-	630	1,200		
6110.060	Supplies & Equipment Chemicals	25,000	-	25,000	20,000	Actual, increase in cost/use	
6110.090	Supplies & Equipment Computers & Printers	24	-	24	-		
6110.340	Supplies & Equipment Safety Program Equipment	720	-	720	720		
6110.420	Supplies & Equipment Tools & Supplies	500	-	500	300		
6150.050	Uniforms & Personal Equipment Uniforms	420	-	420	378		
6200.010	Other Supplies & Materials Lab Testing	3,000	-	3,000	3,000		
6200.030	Other Supplies & Materials Testing Supplies	2,000	-	2,000	2,000		
SUPP & MAT - Supplies & Materials		32,294	-	32,294	27,598		
MAINT & SVCS - Maintenance & Services							
6500.010	Systems Maintenance Collection System Maintenance	7,500	-	7,500	7,500		
6500.020	Systems Maintenance Water Plant/System Maint	110,000	-	110,000	39,000	Increase in meter costs, maintenance	
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	5,000	-	5,000	5,000		
6500.040	Systems Maintenance WWW Paving	-	-	-	500		
6500.070	Systems Maintenance Contractor Water Install/Repair	60,000	-	60,000	16,000	Increase in connections	
6500.075	Systems Maintenance Contractor Sewer Install/Repair	5,000	-	5,000	5,000		
6530.100	Consulting Services Professional Fees	880	-	880	930		
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	13,890	-	13,890	7,980	Historical	
6550.020	Building Site Expenses Buildings & Grounds Maintenance	2,700	-	2,700	3,000		
6550.060	Building Site Expenses Electricity	45,000	-	45,000	20,000	Historical	
6550.270	Building Site Expenses Telephone	1,066	-	1,066	1,500		
6700.100	Other Maint. & Svcs Payment to Sewer Utility	200,000	-	200,000	138,328	Increase in Effluent	

Worcester County		Water & Wastewater Budget Worksheet Report						
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments	
6700.500	Other Maint. & Svcs Water & Wastewater Construction	5,909	-	5,909	1,036	Increase Capital items		
MAINT & SVCS - Maintenance & Services		456,945	-	456,945	245,774			
OTHR CHGS - Other Charges								
7000.060	Travel, Training & Expense Educational Training	396	-	396	396			
7170.100	Benefits & Insurance Property & Liability Insurance	2,000	-	2,000	2,000			
OTHR CHGS - Other Charges		2,396	-	2,396	2,396			
INTFND CHGS - Interfund Charges								
8010.030	Interfund Treasurer's Support - Salary	-	-	-	2,394	Position Budgeting-now in Salaries		
8010.040	Interfund Treasurer's Support - Fringe	-	-	-	1,051	Position Budgeting-now in Salaries		
8010.050	Interfund Public Works & Admin - Benefits	673	-	673	1,782	General Fund Retirement		
8010.060	Interfund Public Works & Admin - Salaries	-	-	-	4,058	Position Budgeting-now in Salaries		
INTFND CHGS - Interfund Charges		673	-	673	9,285			
CAP EQ - Capital Equipment								
9010.090	Capital Equipment Other WWW Equipment	15,000	-	15,000	-	Pump Failure		
CAP EQ - Capital Equipment		15,000	-	15,000	-			
EXPENSES Total		659,810	19,094	640,716	432,079			
Fund REVENUE Total: 535 - Landings		659,810	19,094	640,716	432,079			
Fund EXPENSE Total: 535 - Landings		659,810	19,094	640,716	432,079			
Fund Total: 535 - Landings		(0)	(0)	-	-			

Worcester County			Water & Wastewater Budget Worksheet Report				
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
540 - Lighthouse Sound							
REVENUES							
CHG SVC - Charges for Services							
5010.100	Domestic Sewer Service	106,500	-	106,500	107,500	Historical	
5020	Additional Assessments - Accessibility	9,120	-	9,120	9,688		
CHG SVC - Charges for Services		115,620	-	115,620	117,188		
INT/PEN - Interest & Penalties							
4710	Penalty/Fees	800	-	800	700		
INT/PEN - Interest & Penalties		800	-	800	700		
TRNS IN - Transfers In							
5975.100	Transfers From (To) Reserve	7,750	7,959	(209)	(242)		
TRNS IN - Transfers In		7,750	7,959	(209)	(242)		
REVENUES Total		124,170	7,959	116,211	117,646		
EXPENSES							
PERS SVCS - Personnel Services							
6000.100	Personnel Services Salaries	13,979	3,651	10,329	6,000		
6000.200	Personnel Services Salaries-Support Group	35,449	(2,788)	38,237	34,423		
6000.300	Personnel Services Salaries-Construction	-	-	-	2,898		
6000.400	Personnel Services Overtime Pay	1,350	-	1,350	-		
6010.020	Benefits Contingency	22	22	-	-		
6010.025	Benefits Deferred Comp Match	123	123	-	-		
6010.030	Benefits Hospitalization Insurance	9,212	(243)	9,456	-		
6010.050	Benefits Retirement	5,975	5,975	-	-		Retirement allocation at department level
6010.060	Benefits Social Security Taxes	3,755	60	3,695	-		
6010.070	Benefits Unemployment Insurance	22	22	-	-		
6010.090	Benefits Workmans Compensation Ins	758	758	-	-		
6010.100	Benefits Fica & Fringe Benefits	-	-	-	25,283		
6010.120	Benefits Long Term Disability	82	82	-	-		
6010.130	Benefits Life Insurance	93	93	-	-		
6010.140	Benefits FSA & PSA Admin and EAP Program	100	100	-	-		
6010.150	Benefits Retirement Administration Fee	105	105	-	-		
6010.900	Benefits OPEB contribution	1,447	(0)	1,447	3,249		
PERS SVCS - Personnel Services		72,473	7,959	64,514	71,853		
SUPP & MAT - Supplies & Materials							
6100.010	Administrative Expense Administrative Expenses	980	-	980	875		
6110.060	Supplies & Equipment Chemicals	4,000	-	4,000	4,000		

Worcester County			Water & Wastewater Budget Worksheet Report				
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
6110.090	Supplies & Equipment Computers & Printers	11	-	11	-		
6110.340	Supplies & Equipment Safety Program Equipment	324	-	324	324		
6150.050	Uniforms & Personal Equipment Uniforms	189	-	189	170		
6200.010	Other Supplies & Materials Lab Testing	6,000	-	6,000	5,000	Additional Supplies	
SUPP & MAT - Supplies & Materials		11,504	-	11,504	10,369		
MAINT & SVCS - Maintenance & Services							
6500.010	Systems Maintenance Collection System Maintenance	5,500	-	5,500	5,500		
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	12,000	-	12,000	8,000	Increase in Maintenance/Upkeep	
6530.100	Consulting Services Professional Fees	480	-	480	507		
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	6,251	-	6,251	3,591	Historical	
6550.020	Building Site Expenses Buildings & Grounds Maintenance	300	-	300	500		
6550.060	Building Site Expenses Electricity	12,000	-	12,000	10,000	Historical	
6550.270	Building Site Expenses Telephone	396	-	396	836		
6700.500	Other Maint. & Svcs Water & Wastewater Construction	1,773	-	1,773	1,244		
MAINT & SVCS - Maintenance & Services		38,700	-	38,700	30,178		
OTHR CHGS - Other Charges							
7000.060	Travel, Training & Expense Educational Training	178	-	178	178		
7170.100	Benefits & Insurance Property & Liability Insurance	1,000	-	1,000	1,000		
OTHR CHGS - Other Charges		1,178	-	1,178	1,178		
INTFND CHGS - Interfund Charges							
8010.030	Interfund Treasurer's Support - Salary	-	-	-	1,597	Position Budgeting-now in Salaries	
8010.040	Interfund Treasurer's Support - Fringe	-	-	-	701		
8010.050	Interfund Public Works & Admin - Benefits	315	-	315	540	General Fund Retirement	
8010.060	Interfund Public Works & Admin - Salaries	-	-	-	1,230	Position Budgeting-now in Salaries	
INTFND CHGS - Interfund Charges		315	-	315	4,068		
EXPENSES Total		124,170	7,959	116,211	117,646		
Fund REVENUE	Total: 540 - Lighthouse Sound	124,170	7,959	116,211	117,646		
Fund EXPENSE	Total: 540 - Lighthouse Sound	124,170	7,959	116,211	117,646		
Fund Total: 540 - Lighthouse Sound		-	-	-	-		

Worcester County			Water & Wastewater Budget Worksheet Report				
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
545 - Mystic Harbour							
REVENUES							
CHG SVC - Charges for Services							
5000.100	Domestic Water Service	375,000	-	375,000	362,052	Increase rates/historical	
5000.200	Domestic Water Usage	80,000	-	80,000	70,000	Historical	
5005.100	Commercial Water Service	78,000	-	78,000	76,481	Actual	
5005.200	Commercial Water Usage	60,000	-	60,000	45,000	Actual	
5010.100	Domestic Sewer Service	515,000	-	515,000	490,188	Increase rates/Actual	
5010.200	Domestic Sewer Usage	81,000	-	81,000	75,000	Historical	
5015.100	Commercial Sewer Service	71,000	-	71,000	69,755	Historical	
5015.200	Commercial Sewer Usage	158,000	-	158,000	85,000	Historical	
5040	Hook-Ups	30,000	-	30,000	32,000	Historical	
CHG SVC - Charges for Services		1,448,000	-	1,448,000	1,305,476		
INT/PEN - Interest & Penalties							
4710	Penalty/Fees	18,000	-	18,000	15,000	Historical	
INT/PEN - Interest & Penalties		18,000	-	18,000	15,000		
TRNS IN - Transfers In							
5510	Transfers From Other Funds	200,000	-	200,000	138,328	Landings Effluent	
5975.100	Transfers From (To) Reserve	1,156,569	95,647	1,060,922	545,691	Balance Budget	
TRNS IN - Transfers In		1,356,569	95,647	1,260,922	684,019		
REVENUES Total		2,822,569	95,647	2,726,922	2,004,495		
EXPENSES							
PERS SVCS - Personnel Services							
6000.100	Personnel Services Salaries	207,487	65,419	142,068	30,000		
6000.200	Personnel Services Salaries-Support Group	258,778	(42,162)	300,940	407,973		
6000.300	Personnel Services Salaries-Construction	4,506	0	4,506	12,077		
6000.400	Personnel Services Overtime Pay	26,350	-	26,350	16,000		
6010.020	Benefits Contingency	196	196	-	-		
6010.025	Benefits Deferred Comp Match	2,220	2,220	-	-		
6010.030	Benefits Hospitalization Insurance	111,796	(3,034)	114,830	-		
6010.050	Benefits Retirement	53,568	6,624	46,944	-		Retirement allocation at department level
6010.060	Benefits Social Security Taxes	33,560	991	32,570	-		
6010.070	Benefits Unemployment Insurance	197	197	-	-		
6010.090	Benefits Workmans Compensation Ins	6,793	6,793	-	-		
6010.100	Benefits Fica & Fringe Benefits	-	-	-	261,680		
6010.120	Benefits Long Term Disability	733	733	-	-		
6010.130	Benefits Life Insurance	831	831	-	-		
6010.140	Benefits FSA & PSA Admin and EAP Program	900	900	-	-		

Worcester County		Water & Wastewater Budget Worksheet Report						
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments	
6010.150	Benefits Retirement Administration Fee	939	939	-	-			
6010.900	Benefits OPEB contribution	11,094	0	11,094	33,754			
PERS SVCS - Personnel Services		719,948	40,647	679,301	761,484			
SUPP & MAT - Supplies & Materials								
6100.010	Administrative Expense Administrative Expenses	3,150	-	3,150	5,000	Historical		
6110.060	Supplies & Equipment Chemicals	200,000	-	200,000	200,000			
6110.090	Supplies & Equipment Computers & Printers	128	-	128	-			
6110.340	Supplies & Equipment Safety Program Equipment	3,840	-	3,840	3,840			
6110.390	Supplies & Equipment Small Equipment	13,198	-	13,198	-	Radio Read Meter replacements		
6110.420	Supplies & Equipment Tools & Supplies	5,000	-	5,000	3,000	Historical		
6150.050	Uniforms & Personal Equipment Uniforms	2,240	-	2,240	2,016			
6200.010	Other Supplies & Materials Lab Testing	10,000	-	10,000	15,000	Historical		
6200.030	Other Supplies & Materials Testing Supplies	10,000	-	10,000	10,000			
SUPP & MAT - Supplies & Materials		247,556	-	247,556	238,856			
MAINT & SVCS - Maintenance & Services								
6500.010	Systems Maintenance Collection System Maintenance	40,000	-	40,000	50,000	Increase cost-pumps, maintenance		
6500.020	Systems Maintenance Water Plant/System Maint	146,000	-	146,000	146,000			
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	140,000	-	140,000	140,000			
6500.040	Systems Maintenance WWW Paving	4,000	-	4,000	4,000			
6500.070	Systems Maintenance Contractor Water Install/Repair	20,000	-	20,000	20,000			
6500.075	Systems Maintenance Contractor Sewer Install/Repair	20,000	-	20,000	5,000	Increase use outside contractors/installs		
6530.100	Consulting Services Professional Fees	8,400	-	8,400	8,873			
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	74,080	-	74,080	42,560	Increase in Support Allocation		
6550.020	Building Site Expenses Buildings & Grounds Maintenance	15,000	-	15,000	10,000	HVAC Repair, Building Maintenance, Propane		
6550.060	Building Site Expenses Electricity	250,000	-	250,000	200,000	Historical		
6550.270	Building Site Expenses Telephone	7,830	-	7,830	7,130			

Worcester County		Water & Wastewater Budget Worksheet Report						
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments	
6700.100	Other Maint. & Svcs Payment to Sewer Utility	200,000	-	200,000	100,000	Increase in flow to OC		
6700.150	Other Maint. & Svcs Payment to Water Utility Effluen	40,000	-	40,000	40,000			
6700.400	Other Maint. & Svcs State Waste Water Sludge Fees	1,000	-	1,000	1,000			
6700.500	Other Maint. & Svcs Water & Wastewater Construction	29,544	-	29,544	5,181	Historical		
6700.650	Other Maint. & Svcs Tipping Fees	25,000	-	25,000	35,000	Decrease in sludge hauled		
MAINT & SVCS - Maintenance & Services		1,020,854	-	1,020,854	814,744			
OTHR CHGS - Other Charges								
7000.060	Travel, Training & Expense Educational Training	2,112	-	2,112	2,112			
7170.100	Benefits & Insurance Property & Liability Insurance	18,000	-	18,000	18,000			
OTHR CHGS - Other Charges		20,112	-	20,112	20,112			
INTFND CHGS - Interfund Charges								
8010.030	Interfund Treasurer's Support - Salary	-	-	-	25,535	Position Budgeting-now in Salaries		
8010.040	Interfund Treasurer's Support - Fringe	-	-	-	11,211	Position Budgeting-now in Salaries		
8010.050	Interfund Public Works & Admin - Benefits	9,099	-	9,099	22,136	General Fund Retirement		
8010.060	Interfund Public Works & Admin - Salaries	-	-	-	50,417	Position Budgeting-now in Salaries		
INTFND CHGS - Interfund Charges		9,099	-	9,099	109,299			
CAP EQ - Capital Equipment								
9010	Capital Equipment	675,000	55,000	620,000	-	Membranes deteriorating, Panels need replacing, Needed pumps	Add'l Scada Control Panel	
9010.080	Capital Equipment Construction Projects	130,000	-	130,000	-	Obsolete Equipment		
9010.090	Capital Equipment Other WWW Equipment	-	-	-	60,000	No Capital Equipment		
CAP EQ - Capital Equipment		805,000	55,000	750,000	60,000			
EXPENSES Total		2,822,569	95,647	2,726,922	2,004,495			
Fund REVENUE Total: 545 - Mystic Harbour		2,822,569	95,647	2,726,922	2,004,495			
Fund EXPENSE Total: 545 - Mystic Harbour		2,822,569	95,647	2,726,922	2,004,495			
Fund Total: 545 - Mystic Harbour		-	-	-	-			

Worcester County			Water & Wastewater Budget Worksheet Report				
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
550 - Newark							
REVENUES							
CHG SVC - Charges for Services							
5000.100	Domestic Water Service	55,848	-	55,848	55,848		
5000.200	Domestic Water Usage	11,000	-	11,000	11,000		
5005.100	Commercial Water Service	6,080	-	6,080	6,080		
5005.200	Commercial Water Usage	4,000	-	4,000	4,000		
5010.100	Domestic Sewer Service	51,852	-	51,852	51,852		
5010.200	Domestic Sewer Usage	10,000	-	10,000	10,000		
5015.100	Commercial Sewer Service	25,260	-	25,260	25,260		
5015.200	Commercial Sewer Usage	3,000	-	3,000	3,000		
5040	Hook-Ups	-	-	-	8,300	No New Construction	
CHG SVC - Charges for Services		167,040	-	167,040	175,340		
INT/PEN - Interest & Penalties							
4710	Penalty/Fees	2,500	-	2,500	2,500		
INT/PEN - Interest & Penalties		2,500	-	2,500	2,500		
MISC - Miscellaneous							
4270	Rents-Tower Site/Contrib & Donat	26,195	-	26,195	26,195		
MISC - Miscellaneous		26,195	-	26,195	26,195		
OTH REV - Other Revenue							
5850	Other Revenue	3,000	-	3,000	3,000		
OTH REV - Other Revenue		3,000	-	3,000	3,000		
TRNS IN - Transfers In							
5975.100	Transfers From (To) Reserve	26,014	15,478	10,536	(13,207)		
TRNS IN - Transfers In		26,014	15,478	10,536	(13,207)		
REVENUES Total		224,749	15,478	209,271	193,828		
EXPENSES							
PERS SVCS - Personnel Services							
6000.100	Personnel Services Salaries	23,887	6,426	17,461	8,436		
6000.200	Personnel Services Salaries-Support Group	79,173	(5,069)	84,242	57,371		
6000.300	Personnel Services Salaries-Construction	119	0	119	4,831		
6000.400	Personnel Services Overtime Pay	2,650	-	2,650	1,000		
6010.020	Benefits Contingency	45	45	-	-		
6010.025	Benefits Deferred Comp Match	205	205	-	-		
6010.030	Benefits Hospitalization Insurance	20,754	(748)	21,503	-		
6010.050	Benefits Retirement	12,188	12,188	-	-		Retirement allocation at department level
6010.060	Benefits Social Security Taxes	7,826	66	7,760	-		
6010.070	Benefits Unemployment Insurance	45	45	-	-		
6010.090	Benefits Workmans Compensation Ins	1,546	1,546	-	-		
6010.100	Benefits Fica & Fringe Benefits	-	(0)	0	40,978		

Worcester County		Water & Wastewater Budget Worksheet Report					
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
6010.120	Benefits Long Term Disability	167	167	-	-		
6010.130	Benefits Life Insurance	189	189	-	-		
6010.140	Benefits FSA & PSA Admin and EAP Program	205	205	-	-		
6010.150	Benefits Retirement Administration Fee	214	214	-	-		
6010.900	Benefits OPEB contribution	2,420	0	2,420	5,265		
PERS SVCS - Personnel Services		151,633	15,478	136,155	117,881		
SUPP & MAT - Supplies & Materials							
6100.010	Administrative Expense Administrative Expenses	240	-	240	1,000		
6110.060	Supplies & Equipment Chemicals	5,000	-	5,000	5,000		
6110.090	Supplies & Equipment Computers & Printers	18	-	18	-		
6110.340	Supplies & Equipment Safety Program Equipment	540	-	540	540		
6110.390	Supplies & Equipment Small Equipment	2,145	-	2,145	-	Meters	
6150.050	Uniforms & Personal Equipment Uniforms	315	-	315	284		
6200.010	Other Supplies & Materials Lab Testing	5,300	-	5,300	5,000		
6200.030	Other Supplies & Materials Testing Supplies	700	-	700	2,000	Historical	
SUPP & MAT - Supplies & Materials		14,258	-	14,258	13,824		
MAINT & SVCS - Maintenance & Services							
6500.010	Systems Maintenance Collection System Maintenance	1,700	-	1,700	5,000	Historical	
6500.020	Systems Maintenance Water Plant/System Maint	10,000	-	10,000	12,000	Historical	
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	9,500	-	9,500	7,500	Repairs at spray site	
6500.070	Systems Maintenance Contractor Water Install/Repair	3,000	-	3,000	4,000	No new connections	
6530.100	Consulting Services Professional Fees	640	-	640	676		
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	11,018	-	11,018	5,985	Historical	
6550.020	Building Site Expenses Buildings & Grounds Maintenance	1,000	-	1,000	1,000		
6550.060	Building Site Expenses Electricity	16,000	-	16,000	16,000		
6550.270	Building Site Expenses Telephone	548	-	548	500		
6700.500	Other Maint. & Svcs Water & Wastewater Construction	2,954	-	2,954	1,000	Increase Capital items	
MAINT & SVCS - Maintenance & Services		56,360	-	56,360	53,661		

Worcester County		Water & Wastewater Budget Worksheet Report					
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
OTHR CHGS - Other Charges							
7000.060	Travel, Training & Expense Educational Training	297	-	297	297		
7170.100	Benefits & Insurance Property & Liability Insurance	1,500	-	1,500	1,100		
OTHR CHGS - Other Charges		1,797	-	1,797	1,397		
INTFND CHGS - Interfund Charges							
8010.030	Interfund Treasurer's Support - Salary	-	-	-	1,835	Position Budgeting-now in Salaries	
8010.040	Interfund Treasurer's Support - Fringe	-	-	-	806		
8010.050	Interfund Public Works & Admin - Benefits	701	-	701	1,350	General Fund Retirement	
8010.060	Interfund Public Works & Admin - Salaries	-	-	-	3,074	Position Budgeting-now in Salaries	
INTFND CHGS - Interfund Charges		701	-	701	7,065		
EXPENSES Total		224,749	15,478	209,271	193,828		
Fund REVENUE	Total: 550 - Newark	224,749	15,478	209,271	193,828		
Fund EXPENSE	Total: 550 - Newark	224,749	15,478	209,271	193,828		
Fund Total: 550 - Newark		(0)	(0)	-	-		

Worcester County			Water & Wastewater Budget Worksheet Report				
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
555 - Ocean Pines							
REVENUES							
CHG SVC - Charges for Services							
5000.100	Domestic Water Service	1,650,000	-	1,650,000	1,636,168	Rate Increase	
5000.200	Domestic Water Usage	210,000	-	210,000	210,000		
5005.100	Commercial Water Service	68,000	-	68,000	67,867		
5005.200	Commercial Water Usage	35,000	-	35,000	35,000		
5010.100	Domestic Sewer Service	4,935,000	-	4,935,000	4,910,119	Rate Increase	
5010.200	Domestic Sewer Usage	550,000	-	550,000	575,000	Historical	
5015.100	Commercial Sewer Service	199,000	-	199,000	195,602	Rate Increase	
5015.200	Commercial Sewer Usage	90,000	-	90,000	90,000		
5025	Transfer from River Run	60,000	-	60,000	50,000	Historical	
5030	White Horse Park Revenue	286,440	-	286,440	286,440		
5040	Hook-Ups	120,000	-	120,000	105,000	Increase in Plumbing Permits	
CHG SVC - Charges for Services			8,203,440	-	8,203,440	8,161,196	
INT/PEN - Interest & Penalties							
4710	Penalty/Fees	95,000	-	95,000	90,000	Historical	
INT/PEN - Interest & Penalties			95,000	-	95,000	90,000	
OTH REV - Other Revenue							
5042	Equity Contribution	85,000	-	85,000	85,000		
5850	Other Revenue	470,000	-	470,000	100,000	Increase Pump & Haul	
5875	Rent/Overhead Reimbursement	30,000	-	30,000	30,000		
OTH REV - Other Revenue			585,000	-	585,000	215,000	
TRNS IN - Transfers In							
5975.100	Transfers From (To) Reserve	362,129	84,913	277,216	158,072		
TRNS IN - Transfers In			362,129	84,913	277,216	158,072	
REVENUES Total			9,245,569	84,913	9,160,656	8,624,268	
EXPENSES							
Department: 8001 - Admin							
PERS SVCS - Personnel Services							
6000.100	Personnel Services Salaries	537,199	54,967	482,232	161,705		
6000.200	Personnel Services Salaries-Support Group	48,076	0	48,076	10,199		
6000.300	Personnel Services Salaries-Construction	-	-	-	1,449		
6010.020	Benefits Contingency	267	267	-	-		
6010.025	Benefits Deferred Comp Match	2,242	2,242	-	-		
6010.030	Benefits Hospitalization Insurance	90,168	5,689	84,479	-		
6010.050	Benefits Retirement	73,229	54,286	18,943	-		Retirement allocated to department level
6010.060	Benefits Social Security Taxes	45,447	5,504	39,943	-		
6010.070	Benefits Unemployment Insurance	267	267	-	-		
6010.090	Benefits Workmans Compensation Ins	9,286	9,286	-	-		

Worcester County		Water & Wastewater Budget Worksheet Report					
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
6010.100	Benefits Fica & Fringe Benefits	-	-	-	97,819		
6010.120	Benefits Long Term Disability	1,003	1,003	-	-		
6010.130	Benefits Life Insurance	1,136	1,136	-	-		
6010.140	Benefits FSA & PSA Admin and EAP Program	1,230	1,230	-	-		
6010.150	Benefits Retirement Administration Fee	1,283	1,283	-	-		
6010.900	Benefits OPEB contribution	28,731	(0)	28,731	12,048		
PERS SVCS - Personnel Services		839,564	137,160	702,404	283,220		
SUPP & MAT - Supplies & Materials							
6100.010	Administrative Expense Administrative Expenses	48,000	-	48,000	30,000	Historical	
6110.090	Supplies & Equipment Computers & Printers	6	-	6	-		
6110.290	Supplies & Equipment Other Office Equipment	2,000	-	2,000	2,000		
6110.340	Supplies & Equipment Safety Program Equipment	192	-	192	1,500	Historical	
6150.050	Uniforms & Personal Equipment Uniforms	18,260	-	18,260	13,000	Historical	
SUPP & MAT - Supplies & Materials		68,458	-	68,458	46,500		
MAINT & SVCS - Maintenance & Services							
6530.100	Consulting Services Professional Fees	53,000	-	53,000	50,700	Engineering Cost	
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	3,000	-	3,000	3,000		
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	5,704	-	5,704	1,648		
6550.020	Building Site Expenses Buildings & Grounds Maintenance	30,000	-	30,000	17,000	Shed, Door Repairs	
6550.270	Building Site Expenses Telephone	6,100	-	6,100	3,600	Increase Support Allocation	
MAINT & SVCS - Maintenance & Services		97,804	-	97,804	75,948		
OTHR CHGS - Other Charges							
7000.020	Travel, Training & Expense Board Member Allowance	3,500	-	3,500	3,000		
7000.060	Travel, Training & Expense Educational Training	2,406	-	2,406	2,000		
7170.100	Benefits & Insurance Property & Liability Insurance	110,000	-	110,000	82,000	Historical	
OTHR CHGS - Other Charges		115,906	-	115,906	87,000		
INTFND CHGS - Interfund Charges							
8010.030	Interfund Treasurer's Support - Salary	-	-	-	143,629	Position Budgeting-now in Salaries	
8010.040	Interfund Treasurer's Support - Fringe	-	-	-	63,061	Position Budgeting-now in Salaries	

Worcester County			Water & Wastewater Budget Worksheet Report					
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments	
8010.050	Interfund Public Works & Admin - Benefits	40,451	-	40,451	104,066	General Fund Retirement		
8010.060	Interfund Public Works & Admin - Salaries	-	-	-	237,021	Position Budgeting-now in Salaries		
INTFND CHGS - Interfund Charges		40,451	-	40,451	547,777			
CAP EQ - Capital Equipment								
9010	Capital Equipment	18,000	-	18,000	-	Vehicle GPS Software		
CAP EQ - Capital Equipment		18,000	-	18,000	-			
Department Total: 8001 - Admin		1,180,183	137,160	1,043,023	1,040,445			
Department: 8002 - Water								
PERS SVCS - Personnel Services								
6000.100	Personnel Services Salaries	400,440	(53,288)	453,728	375,093			
6000.200	Personnel Services Salaries-Support Group	77,429	1	77,428	44,622			
6000.300	Personnel Services Salaries-Construction	137,813	1	137,812	214,005			
6000.400	Personnel Services Overtime Pay	29,000	-	29,000	25,000			
6010.020	Benefits Contingency	292	292	-	-			
6010.025	Benefits Deferred Comp Match	4,501	4,501	-	-			
6010.030	Benefits Hospitalization Insurance	120,933	(3,488)	124,421	-			
6010.050	Benefits Retirement	80,076	28,076	52,000	-		Retirement allocated to department level	
6010.060	Benefits Social Security Taxes	52,990	126	52,864	-			
6010.070	Benefits Unemployment Insurance	292	292	-	-			
6010.090	Benefits Workmans Compensation Ins	10,154	10,154	-	-			
6010.100	Benefits Fica & Fringe Benefits	-	-	-	365,308			
6010.120	Benefits Long Term Disability	1,096	1,096	-	-			
6010.130	Benefits Life Insurance	1,243	1,243	-	-			
6010.140	Benefits FSA & PSA Admin and EAP Program	1,345	1,345	-	-			
6010.150	Benefits Retirement Administration Fee	1,403	1,403	-	-			
6010.900	Benefits OPEB contribution	90,651	-	90,651	45,328			
PERS SVCS - Personnel Services		1,009,658	(8,246)	1,017,904	1,069,356			
SUPP & MAT - Supplies & Materials								
6110.060	Supplies & Equipment Chemicals	225,000	-	225,000	200,000	Increase cost and use		
6110.090	Supplies & Equipment Computers & Printers	16	-	16	-			
6110.340	Supplies & Equipment Safety Program Equipment	2,480	-	2,480	2,000			
6110.390	Supplies & Equipment Small Equipment	8,000	-	8,000	-	Replace pump		

Worcester County			Water & Wastewater Budget Worksheet Report				
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
6110.420	Supplies & Equipment Tools & Supplies	1,500	-	1,500	1,500		
6200.010	Other Supplies & Materials Lab Testing	10,000	-	10,000	10,000		
6200.030	Other Supplies & Materials Testing Supplies	1,000	-	1,000	500		
SUPP & MAT - Supplies & Materials		247,996	-	247,996	214,000		
MAINT & SVCS - Maintenance & Services							
6500.020	Systems Maintenance Water Plant/System Maint	405,000	-	405,000	405,000		
6500.040	Systems Maintenance WWW Paving	30,000	-	30,000	40,000	Historical	
6500.070	Systems Maintenance Contractor Water Install/Repair	300,000	-	300,000	300,000		
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	22,000	-	22,000	22,000		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	12,000	-	12,000	12,000		
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	9,260	-	9,260	7,210	Needed repairs	
6550.020	Building Site Expenses Buildings & Grounds Maintenance	10,000	-	10,000	10,000		
6550.060	Building Site Expenses Electricity	80,000	-	80,000	80,000		
6550.270	Building Site Expenses Telephone	3,500	-	3,500	4,000		
6700.500	Other Maint. & Svcs Water & Wastewater Construction	89,518	-	89,518	67,447	Additional outside contract work, Capital items in Const	
MAINT & SVCS - Maintenance & Services		961,278	-	961,278	947,657		
OTHR CHGS - Other Charges							
7000.060	Travel, Training & Expense Educational Training	4,264	-	4,264	5,331	Reduction in needed certifications	
OTHR CHGS - Other Charges		4,264	-	4,264	5,331		
CAP EQ - Capital Equipment							
9010	Capital Equipment	216,838	-	216,838	-	Radio Read Upgrade	
CAP EQ - Capital Equipment		216,838	-	216,838	-		
Department Total: 8002 - Water		2,440,034	(8,246)	2,448,280	2,236,344		
Department: 8003 - Treatment Plant							
PERS SVCS - Personnel Services							
6000.100	Personnel Services Salaries	774,151	(93,531)	867,682	884,346		
6000.200	Personnel Services Salaries-Support Group	54,281	1	54,280	50,996		
6000.300	Personnel Services Salaries-Construction	6,724	0	6,724	14,492		
6000.400	Personnel Services Overtime Pay	34,000	-	34,000	12,000		
6010.020	Benefits Contingency	406	406	-	-		
6010.025	Benefits Deferred Comp Match	9,093	9,093	-	-		

Worcester County		Water & Wastewater Budget Worksheet Report					
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
6010.030	Benefits Hospitalization Insurance	213,169	(6,966)	220,136	-		
6010.050	Benefits Retirement	111,164	5,709	105,455	-		Retirement allocated to department level
6010.060	Benefits Social Security Taxes	72,554	620	71,935	-		
6010.070	Benefits Unemployment Insurance	406	406	-	-		
6010.090	Benefits Workmans Compensation Ins	14,097	14,097	-	-		
6010.100	Benefits Fica & Fringe Benefits	-	-	-	535,588		
6010.120	Benefits Long Term Disability	1,522	1,522	-	-		
6010.130	Benefits Life Insurance	1,725	1,725	-	-		
6010.140	Benefits FSA & PSA Admin and EAP Program	1,867	1,867	-	-		
6010.150	Benefits Retirement Administration Fee	1,948	1,948	-	-		
6010.900	Benefits OPEB contribution	156,661	-	156,661	70,284		
PERS SVCS - Personnel Services		1,453,769	(63,104)	1,516,872	1,567,706		
SUPP & MAT - Supplies & Materials							
6110.060	Supplies & Equipment Chemicals	415,000	-	415,000	415,000		
6110.090	Supplies & Equipment Computers & Printers	1,696	-	1,696	3,180	Added copier to building	
6110.340	Supplies & Equipment Safety Program Equipment	4,480	-	4,480	5,000		
6110.420	Supplies & Equipment Tools & Supplies	2,500	-	2,500	2,500		
6200.010	Other Supplies & Materials Lab Testing	21,000	-	21,000	21,000		
6200.030	Other Supplies & Materials Testing Supplies	15,000	-	15,000	15,000		
SUPP & MAT - Supplies & Materials		459,676	-	459,676	461,680		
MAINT & SVCS - Maintenance & Services							
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	175,000	-	175,000	225,000	Removed Frac Tank	
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	22,000	-	22,000	22,000		
6540.030	Vehicle Operating Expenses Vehicle Maintenance	15,000	-	15,000	15,000		
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	9,260	-	9,260	1,000	Bring to actual	
6550.020	Building Site Expenses Buildings & Grounds Maintenance	19,000	-	19,000	19,000		
6550.060	Building Site Expenses Electricity	250,000	-	250,000	250,000		
6550.270	Building Site Expenses Telephone	2,328	-	2,328	2,328		
6700.400	Other Maint. & Svcs State Waste Water Sludge Fees	4,000	-	4,000	5,000	Reduced sludge sent	

Worcester County		Water & Wastewater Budget Worksheet Report						
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments	
6700.500	Other Maint. & Svcs Water & Wastewater Construction	8,863	-	8,863	4,000	Historical		
6700.650	Other Maint. & Svcs Tipping Fees	150,000	-	150,000	150,000			
MAINT & SVCS - Maintenance & Services		655,451	-	655,451	693,328			
OTHR CHGS - Other Charges								
7000.060	Travel, Training & Expense Educational Training	6,264	-	6,264	6,000			
OTHR CHGS - Other Charges		6,264	-	6,264	6,000			
CAP EQ - Capital Equipment								
9010.090	Capital Equipment Other WWW Equipment	495,000	-	495,000	300,000	Oxidation Tank Cleaning, Replace mixer		
CAP EQ - Capital Equipment		495,000	-	495,000	300,000			
Department Total: 8003 - Treatment Plant		3,070,160	(63,104)	3,133,263	3,028,714			
Department: 8004 - Collection Systems								
PERS SVCS - Personnel Services								
6000.100	Personnel Services Salaries	428,155	(52,706)	480,862	460,685			
6000.200	Personnel Services Salaries-Support Group	110,983	0	110,983	107,093			
6000.300	Personnel Services Salaries-Construction	182,679	0	182,679	178,740			
6000.400	Personnel Services Overtime Pay	39,000	-	39,000	25,000			
6010.020	Benefits Contingency	338	338	-	-			
6010.025	Benefits Deferred Comp Match	7,360	7,360	-	-			
6010.030	Benefits Hospitalization Insurance	190,378	(6,555)	196,933	-			
6010.050	Benefits Retirement	92,711	50,917	41,794	-		Retirement allocated to department level	
6010.060	Benefits Social Security Taxes	62,217	208	62,010	-			
6010.070	Benefits Unemployment Insurance	338	338	-	-			
6010.090	Benefits Workmans Compensation Ins	11,757	11,757	-	-			
6010.100	Benefits Fica & Fringe Benefits	-	-	-	433,967			
6010.120	Benefits Long Term Disability	1,269	1,269	-	-			
6010.130	Benefits Life Insurance	1,439	1,439	-	-			
6010.140	Benefits FSA & PSA Admin and EAP Program	1,557	1,557	-	-			
6010.150	Benefits Retirement Administration Fee	1,625	1,625	-	-			
6010.900	Benefits OPEB contribution	92,525	-	92,525	53,186			
PERS SVCS - Personnel Services		1,224,332	17,548	1,206,784	1,258,671			
SUPP & MAT - Supplies & Materials								
6110.090	Supplies & Equipment Computers & Printers	34	-	34	-			
6110.340	Supplies & Equipment Safety Program Equipment	4,508	-	4,508	2,500	Historical		

Worcester County		Water & Wastewater Budget Worksheet Report					
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
6110.420	Supplies & Equipment Tools & Supplies	2,500	-	2,500	2,500		
SUPP & MAT - Supplies & Materials		7,042	-	7,042	5,000		
MAINT & SVCS - Maintenance & Services							
6500.010	Systems Maintenance Collection System Maintenance	290,000	-	290,000	290,000		
6500.040	Systems Maintenance WWW Paving	10,000	-	10,000	10,000		
6500.075	Systems Maintenance Contractor Sewer Install/Repair	75,000	-	75,000	75,000		
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	30,000	-	30,000	25,000	Increase cost/use	
6540.030	Vehicle Operating Expenses Vehicle Maintenance	25,000	-	25,000	20,000	Historical	
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	19,446	-	19,446	17,304	Historical	
6550.020	Building Site Expenses Buildings & Grounds Maintenance	2,000	-	2,000	2,000		
6550.060	Building Site Expenses Electricity	380,000	-	380,000	380,000		
6550.270	Building Site Expenses Telephone	7,800	-	7,800	7,680		
6700.500	Other Maint. & Svcs Water & Wastewater Construction	88,632	-	88,632	60,000		
MAINT & SVCS - Maintenance & Services		927,878	-	927,878	886,984		
OTHR CHGS - Other Charges							
7000.060	Travel, Training & Expense Educational Training	7,554	-	7,554	4,250	Confined Space Training	
OTHR CHGS - Other Charges		7,554	-	7,554	4,250		
CAP EQ - Capital Equipment							
9010.090	Capital Equipment Other WWW Equipment	295,000	-	295,000	163,860	Tank & Pump Replacements	
CAP EQ - Capital Equipment		295,000	-	295,000	163,860		
Department Total: 8004 - Collection Systems		2,461,806	17,548	2,444,258	2,318,765		
Department: 8006 - Veh-Equip							
PERS SVCS - Personnel Services							
6000.100	Personnel Services Salaries	58,518	(8,730)	67,248	-		
6010.020	Benefits Contingency	29	29	-	-		
6010.025	Benefits Deferred Comp Match	978	978	-	-		
6010.030	Benefits Hospitalization Insurance	7,383	(335)	7,718	-		
6010.050	Benefits Retirement	8,050	8,050	-	-		Retirement allocated to department level
6010.060	Benefits Social Security Taxes	5,032	1	5,031	-		
6010.090	Benefits Workmans Compensation Ins	29	29	-	-		
6010.100	Benefits Fica & Fringe Benefits	1,021	1,021	-	-		
6010.120	Benefits Long Term Disability	110	110	-	-		

Worcester County		Water & Wastewater Budget Worksheet Report					
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
6010.130	Benefits Life Insurance	125	125	-	-		
6010.140	Benefits FSA & PSA Admin and EAP Program	135	135	-	-		
6010.150	Benefits Retirement Administration Fee	141	141	-	-		
6010.900	Benefits OPEB contribution	11,835	(0)	11,835	-		
PERS SVCS - Personnel Services		93,386	1,554	91,832	-		
Department Total: 8006 - Veh-Equip		93,386	1,554	91,832	-		
EXPENSES Total		9,245,569	84,913	9,160,656	8,624,268		
Fund REVENUE	Total: 555 - Ocean Pines	9,245,569	84,913	9,160,656	8,624,268		
Fund EXPENSE	Total: 555 - Ocean Pines	9,245,569	84,913	9,160,656	8,624,268		
Fund Total: 555 - Ocean Pines		(0)	(0)	-	-		

Worcester County		Water & Wastewater Budget Worksheet Report						
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments	
570 - Riddle Farm								
REVENUES								
CHG SVC - Charges for Services								
5000.100	Domestic Water Service	147,800	-	147,800	145,430	Additional Connections, Rate Increase		
5000.200	Domestic Water Usage	35,000	-	35,000	35,000			
5005.100	Commercial Water Service	5,600	-	5,600	4,841			
5005.200	Commercial Water Usage	9,000	-	9,000	5,000	Rate Increase FY24		
5010.100	Domestic Sewer Service	442,800	-	442,800	435,630	Additional Connections, Rate Increase		
5010.200	Domestic Sewer Usage	106,730	-	106,730	95,000	Additional Connections		
5015.100	Commercial Sewer Service	16,000	-	16,000	13,778	Rate Increase FY24		
5015.200	Commercial Sewer Usage	27,900	-	27,900	14,000	Rate Increase FY24		
5020	Additional Assessments - Accessibility	69,000	-	69,000	77,000	Accessibility is deleted when connected, additional connections		
5040	Hook-Ups	20,000	-	20,000	8,300	Additional Connections		
5857	Effluent Disposal Surcharge	13,020	-	13,020	13,020			
CHG SVC - Charges for Services		892,850	-	892,850	846,999			
INT/PEN - Interest & Penalties								
4710	Penalty/Fees	6,000	-	6,000	6,000			
INT/PEN - Interest & Penalties		6,000	-	6,000	6,000			
TRNS IN - Transfers In								
5975.100	Transfers From (To) Reserve	1,128,200	59,120	1,069,080	597,930			
TRNS IN - Transfers In		1,128,200	59,120	1,069,080	597,930			
REVENUES Total		2,027,050	59,120	1,967,930	1,450,929			
EXPENSES								
PERS SVCS - Personnel Services								
6000.100	Personnel Services Salaries	75,590	28,374	47,216	16,611			
6000.200	Personnel Services Salaries-Support Group	226,780	(11,868)	238,648	218,010			
6000.300	Personnel Services Salaries-Construction	3,884	2	3,883	14,492			
6000.400	Personnel Services Overtime Pay	9,250	-	9,250	7,500			
6010.020	Benefits Contingency	127	127	-	-			
6010.025	Benefits Deferred Comp Match	3,016	3,016	-	-			
6010.030	Benefits Hospitalization Insurance	83,001	(2,461)	85,462	-			
6010.050	Benefits Retirement	34,683	34,683	-	-		Retirement allocated to department level	
6010.060	Benefits Social Security Taxes	22,649	519	22,130	-			
6010.070	Benefits Unemployment Insurance	127	127	-	-			
6010.090	Benefits Workmans Compensation Ins	4,398	4,398	-	-			
6010.100	Benefits Fica & Fringe Benefits	-	-	-	144,335			

Worcester County		Water & Wastewater Budget Worksheet Report					
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
6010.120	Benefits Long Term Disability	475	475	-	-		
6010.130	Benefits Life Insurance	538	538	-	-		
6010.140	Benefits FSA & PSA Admin and EAP Program	583	583	-	-		
6010.150	Benefits Retirement Administration Fee	608	608	-	-		
6010.900	Benefits OPEB contribution	5,823	(0)	5,823	18,563		
PERS SVCS - Personnel Services		471,533	59,120	412,413	419,511		
SUPP & MAT - Supplies & Materials							
6100.010	Administrative Expense Administrative Expenses	900	-	900	2,000		
6110.060	Supplies & Equipment Chemicals	75,000	-	75,000	75,000		
6110.090	Supplies & Equipment Computers & Printers	66	-	66	-		
6110.340	Supplies & Equipment Safety Program Equipment	1,992	-	1,992	2,000		
6110.420	Supplies & Equipment Tools & Supplies	1,500	-	1,500	1,000		
6150.050	Uniforms & Personal Equipment Uniforms	1,162	-	1,162	1,500		
6200.010	Other Supplies & Materials Lab Testing	16,000	-	16,000	16,000		
6200.030	Other Supplies & Materials Testing Supplies	2,000	-	2,000	2,000		
SUPP & MAT - Supplies & Materials		98,620	-	98,620	99,500		
MAINT & SVCS - Maintenance & Services							
6500.010	Systems Maintenance Collection System Maintenance	30,000	-	30,000	30,000		
6500.020	Systems Maintenance Water Plant/System Maint	98,000	-	98,000	98,000		
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	140,000	-	140,000	140,000		
6500.040	Systems Maintenance WWW Paving	1,000	-	1,000	1,000		
6500.070	Systems Maintenance Contractor Water Install/Repair	15,000	-	15,000	15,000		
6500.075	Systems Maintenance Contractor Sewer Install/Repair	3,200	-	3,200	5,400	Historical	
6530.100	Consulting Services Professional Fees	2,400	-	2,400	2,535		
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	38,429	-	38,429	22,743	Actual	
6550.020	Building Site Expenses Buildings & Grounds Maintenance	10,100	-	10,100	4,000	Increase in building repairs	
6550.060	Building Site Expenses Electricity	75,000	-	75,000	78,000	Historical	

Worcester County		Water & Wastewater Budget Worksheet Report					
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
6550.110	Building Site Expenses Heating Fuel Oil	5,000	-	5,000	5,000		
6550.270	Building Site Expenses Telephone	680	-	680	840		
6550.280	Building Site Expenses Tipping Fees	10,000	-	10,000	10,000		
6700.100	Other Maint. & Svcs Payment to Sewer Utility	300,000	-	300,000	100,800	Increase in Pumping & Hauling	
6700.310	Other Maint. & Svcs Transport Raw Sewage	500,000	-	500,000	380,000	Increase in Sludge Hauling	
6700.400	Other Maint. & Svcs State Waste Water Sludge Fees	500	-	500	500		
6700.500	Other Maint. & Svcs Water & Wastewater Construction	44,316	-	44,316	6,218	Historical	
MAINT & SVCS - Maintenance & Services		1,273,625	-	1,273,625	900,036		
OTHR CHGS - Other Charges							
7000.060	Travel, Training & Expense Educational Training	1,096	-	1,096	1,129		
7170.100	Benefits & Insurance Property & Liability Insurance	5,200	-	5,200	4,200	Bring to actual	
OTHR CHGS - Other Charges		6,296	-	6,296	5,329		
INTFND CHGS - Interfund Charges							
8010.030	Interfund Treasurer's Support - Salary	-	-	-	7,261	Position Budgeting-now in Salaries	
8010.040	Interfund Treasurer's Support - Fringe	-	-	-	3,188	Position Budgeting-now in Salaries	
8010.050	Interfund Public Works & Admin - Benefits	1,976	-	1,976	4,913	General Fund Retirement	
8010.060	Interfund Public Works & Admin - Salaries	-	-	-	11,191	Position Budgeting-now in Salaries	
INTFND CHGS - Interfund Charges		1,976	-	1,976	26,553		
CAP EQ - Capital Equipment							
9010	Capital Equipment	175,000	-	175,000	-	Mobile Belt Filter Press, Spare Pump	
CAP EQ - Capital Equipment		175,000	-	175,000	-		
EXPENSES Total		2,027,050	59,120	1,967,930	1,450,929		
Fund REVENUE	Total: 570 - Riddle Farm	2,027,050	59,120	1,967,930	1,450,929		
Fund EXPENSE	Total: 570 - Riddle Farm	2,027,050	59,120	1,967,930	1,450,929		
Fund Total: 570 - Riddle Farm		0	(0)	-	-		

Worcester County			Water & Wastewater Budget Worksheet Report				
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
575 - River Run							
REVENUES							
CHG SVC - Charges for Services							
5000.100	Domestic Water Service	57,000	-	57,000	55,556	Increased Rate	
5010.100	Domestic Sewer Service	156,000	-	156,000	142,668	Increased Rate	
CHG SVC - Charges for Services		213,000	-	213,000	198,224		
INT/PEN - Interest & Penalties							
4710	Penalty/Fees	800	-	800	600		
INT/PEN - Interest & Penalties		800	-	800	600		
TRNS IN - Transfers In							
5975.100	Transfers From (To) Reserve	78,989	7,262	71,727	46,895		
TRNS IN - Transfers In		78,989	7,262	71,727	46,895		
REVENUES Total		292,789	7,262	285,527	245,719		
EXPENSES							
PERS SVCS - Personnel Services							
6000.100	Personnel Services Salaries	38,011	(1,856)	39,867	17,071		
6000.200	Personnel Services Salaries-Support Group	18,742	1	18,741	8,924		
6000.300	Personnel Services Salaries-Construction	2,324	1	2,323	966		
6000.400	Personnel Services Overtime Pay	2,400	-	2,400	1,000		
6010.020	Benefits Contingency	27	27	-	-		
6010.025	Benefits Deferred Comp Match	416	416	-	-		
6010.030	Benefits Hospitalization Insurance	11,404	(157)	11,561	-		
6010.050	Benefits Retirement	7,294	7,294	-	-		Retirement allocated to department level
6010.060	Benefits Social Security Taxes	4,754	122	4,632	-		
6010.070	Benefits Unemployment Insurance	27	27	-	-		
6010.090	Benefits Workmans Compensation Ins	925	925	-	-		
6010.100	Benefits Fica & Fringe Benefits	-	(1)	1	15,649		
6010.120	Benefits Long Term Disability	100	100	-	-		
6010.130	Benefits Life Insurance	113	113	-	-		
6010.140	Benefits FSA & PSA Admin and EAP Program	122	122	-	-		
6010.150	Benefits Retirement Administration Fee	128	128	-	-		
6010.900	Benefits OPEB contribution	6,021	(0)	6,021	2,016		
PERS SVCS - Personnel Services		92,808	7,262	85,546	45,626		
SUPP & MAT - Supplies & Materials							
6100.010	Administrative Expense Administrative Expenses	330	-	330	1,000		
6110.060	Supplies & Equipment Chemicals	10,000	-	10,000	10,000		

Worcester County		Water & Wastewater Budget Worksheet Report						
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments	
6110.090	Supplies & Equipment Computers & Printers	3	-	3	-			
6110.340	Supplies & Equipment Safety Program Equipment	84	-	84	84			
6110.390	Supplies & Equipment Small Equipment	-	-	-	500			
6150.050	Uniforms & Personal Equipment Uniforms	49	-	49	44			
6200.010	Other Supplies & Materials Lab Testing	6,000	-	6,000	7,000	Bring to actual		
6200.030	Other Supplies & Materials Testing Supplies	1,000	-	1,000	1,000			
SUPP & MAT - Supplies & Materials		17,466	-	17,466	19,628			
MAINT & SVCS - Maintenance & Services								
6500.010	Systems Maintenance Collection System Maintenance	15,000	-	15,000	15,000			
6500.020	Systems Maintenance Water Plant/System Maint	5,700	-	5,700	10,000	Prior year included fence		
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	7,000	-	7,000	7,000			
6500.070	Systems Maintenance Contractor Water Install/Repair	5,000	-	5,000	7,200	Reduction in costs		
6530.100	Consulting Services Professional Fees	880	-	880	930			
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	1,621	-	1,621	931			
6550.020	Building Site Expenses Buildings & Grounds Maintenance	500	-	500	500			
6550.060	Building Site Expenses Electricity	35,000	-	35,000	35,000			
6550.270	Building Site Expenses Telephone	486	-	486	480			
6700.200	Other Maint. & Svcs Payment to Water Utility	60,000	-	60,000	60,000			
6700.500	Other Maint. & Svcs Water & Wastewater Construction	2,954	-	2,954	415			
MAINT & SVCS - Maintenance & Services		134,141	-	134,141	137,456			
OTHR CHGS - Other Charges								
7000.060	Travel, Training & Expense Educational Training	46	-	46	46			
7170.100	Benefits & Insurance Property & Liability Insurance	2,500	-	2,500	1,750			
OTHR CHGS - Other Charges		2,546	-	2,546	1,796			
INTFND CHGS - Interfund Charges								
8010.030	Interfund Treasurer's Support - Salary	-	-	-	2,873	Position Budgeting-now in Salaries		

Worcester County		Water & Wastewater Budget Worksheet Report						
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments	
8010.040	Interfund Treasurer's Support - Fringe	-	-	-	1,261	Position Budgeting-now in Salaries		
8010.050	Interfund Public Works & Admin - Benefits	828	-	828	2,160	General Fund Retirement		
8010.060	Interfund Public Works & Admin - Salaries	-	-	-	4,919	Position Budgeting-now in Salaries		
INTFND CHGS - Interfund Charges		828	-	828	11,213			
CAP EQ - Capital Equipment								
9010.090	Capital Equipment Other WWW Equipment	45,000	-	45,000	30,000	Replace Irrigation Pump to Golf Course		
CAP EQ - Capital Equipment		45,000	-	45,000	30,000			
EXPENSES Total		292,789	7,262	285,527	245,719			
Fund REVENUE Total: 575 - River Run		292,789	7,262	285,527	245,719			
Fund EXPENSE Total: 575 - River Run		292,789	7,262	285,527	245,719			
Fund Total: 575 - River Run		0	0	-	-			

Worcester County		Water & Wastewater Budget Worksheet Report					
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
580 - West Ocean City							
REVENUES							
CHG SVC - Charges for Services							
5010.100	Domestic Sewer Service	1,225,000	-	1,225,000	1,210,473	Additional Mystic Customers	
5015.100	Commercial Sewer Service	286,800	-	286,800	286,632		
5040	Hook-Ups	19,800	-	19,800	16,500	Increase in Plumbing Permits	
CHG SVC - Charges for Services		1,531,600	-	1,531,600	1,513,605		
INT/PEN - Interest & Penalties							
4700	Interest On Investments	75,000	-	75,000	25,000	Savings Rate & Investments	
4710	Penalty/Fees	15,000	-	15,000	15,000		
INT/PEN - Interest & Penalties		90,000	-	90,000	40,000		
TRNS IN - Transfers In							
5975.100	Transfers From (To) Reserve	(339,153)	43,585	(382,738)	43,005		
TRNS IN - Transfers In		(339,153)	43,585	(382,738)	43,005		
REVENUES Total		1,282,447	43,585	1,238,862	1,596,610		
EXPENSES							
PERS SVCS - Personnel Services							
6000.100	Personnel Services Salaries	131,914	16,123	115,791	19,254		
6000.200	Personnel Services Salaries-Support Group	37,221	1	37,220	140,240		
6000.300	Personnel Services Salaries-Construction	14,014	0	14,014	27,053		
6000.400	Personnel Services Overtime Pay	11,850	-	11,850	7,000		
6010.020	Benefits Contingency	73	73	-	-		
6010.025	Benefits Deferred Comp Match	918	918	-	-		
6010.030	Benefits Hospitalization Insurance	36,679	1,125	35,554	-		
6010.050	Benefits Retirement	19,993	19,993	-	-		Retirement allocated to department level
6010.060	Benefits Social Security Taxes	14,115	1,473	12,641	-		
6010.070	Benefits Unemployment Insurance	73	73	-	-		
6010.090	Benefits Workmans Compensation Ins	2,535	2,535	-	-		
6010.100	Benefits Fica & Fringe Benefits	-	-	-	108,931		
6010.120	Benefits Long Term Disability	274	274	-	-		
6010.130	Benefits Life Insurance	310	310	-	-		
6010.140	Benefits FSA & PSA Admin and EAP Program	336	336	-	-		
6010.150	Benefits Retirement Administration Fee	350	350	-	-		
6010.900	Benefits OPEB contribution	7,874	0	7,874	13,897		
PERS SVCS - Personnel Services		278,529	43,585	234,944	316,375		
SUPP & MAT - Supplies & Materials							
6100.010	Administrative Expense Administrative Expenses	25,130	-	25,130	20,000		

Worcester County		Water & Wastewater Budget Worksheet Report					
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
6110.090	Supplies & Equipment Computers & Printers	44	-	44	-		
6110.340	Supplies & Equipment Safety Program Equipment	1,320	-	1,320	1,320		
6110.420	Supplies & Equipment Tools & Supplies	2,000	-	2,000	2,000		
6150.050	Uniforms & Personal Equipment Uniforms	770	-	770	693		
SUPP & MAT - Supplies & Materials		29,264	-	29,264	24,013		
MAINT & SVCS - Maintenance & Services							
6500.010	Systems Maintenance Collection System Maintenance	130,000	-	130,000	130,000		
6500.040	Systems Maintenance WWW Paving	2,000	-	2,000	2,000		
6500.075	Systems Maintenance Contractor Sewer Install/Repair	8,500	-	8,500	8,250		
6530.100	Consulting Services Professional Fees	13,680	-	13,680	14,450	Historical	
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	25,465	-	25,465	14,630	Historical	
6550.020	Building Site Expenses Buildings & Grounds Maintenance	1,000	-	1,000	1,000		
6550.060	Building Site Expenses Electricity	20,000	-	20,000	18,000	Historical	
6550.270	Building Site Expenses Telephone	2,370	-	2,370	1,320		
6700.100	Other Maint. & Svcs Payment to Sewer Utility	700,000	-	700,000	770,000	Bring to actual	
6700.500	Other Maint. & Svcs Water & Wastewater Construction	15,067	-	15,067	5,000		
MAINT & SVCS - Maintenance & Services		918,082	-	918,082	964,650		
OTHR CHGS - Other Charges							
7000.060	Travel, Training & Expense Educational Training	726	-	726	726		
7170.100	Benefits & Insurance Property & Liability Insurance	26,000	-	26,000	19,000	Bring to Actual	
OTHR CHGS - Other Charges		26,726	-	26,726	19,726		
INTFND CHGS - Interfund Charges							
8010.030	Interfund Treasurer's Support - Salary	-	-	-	38,621	Position Budgeting-in Salaries	
8010.040	Interfund Treasurer's Support - Fringe	-	-	-	16,956	Position Budgeting-in Salaries	
8010.050	Interfund Public Works & Admin - Benefits	9,846	-	9,846	23,270	General Fund Retirement	
8010.060	Interfund Public Works & Admin - Salaries	-	-	-	52,999	Position Budgeting-in Salaries	
INTFND CHGS - Interfund Charges		9,846	-	9,846	131,846		

Worcester County		Water & Wastewater Budget Worksheet Report					
Account Number	Account Description	2025 Committee Review	2025 Committee Adjustment	2025 Department Requested	2024 Adopted Budget	Department Requested Comments	Committee Review Comments
CAP EQ - Capital Equipment							
9010.090	Capital Equipment Other WWW Equipment	20,000	-	20,000	140,000		
CAP EQ - Capital Equipment		20,000	-	20,000	140,000		
EXPENSES Total		1,282,447	43,585	1,238,862	1,596,610		
Fund REVENUE	Total: 580 - West Ocean City	1,282,447	43,585	1,238,862	1,596,610		
Fund EXPENSE	Total: 580 - West Ocean City	1,282,447	43,585	1,238,862	1,596,610		
Fund Total: 580 - West Ocean City		0	0	-	-		
REVENUE GRAND Totals:		17,444,624	371,864	17,072,760	15,343,238		
EXPENSE GRAND Totals:		17,444,624	371,864	17,072,760	15,343,238		
Grand Totals:		-	-	-	-		



Worcester County Administration

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

TO: Worcester County Commissioners
FROM: Charlene Sharpe, Legislative Analyst
DATE: June 11, 2024
RE: Health Department Core Funding Match

We are seeking approval from the commissioners to submit a request to the state for review of the current required Core Funding match. According to a May memorandum to local health officers, as it did in FY24 the Maryland Department of Health will consider Local Share Match Requirement adjustment requests on a limited case by case basis. Requests should be made to Deputy Secretary of Public Health Services Nilesh Kalyanaraman.

Worcester County's local match is projected to increase from \$5,015,910 for FY24 to \$11,022,108 for FY25.

While the commissioners initially reached out to Secretary of Health Laura Herrera Scott for a review of the match in February, Health Officer Becky Jones recommends continuing efforts to get the figure revised with a request to Kalyanaraman. A draft request letter is attached.



Worcester County Administration

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

June 18, 2024

Public Health Services Deputy Secretary Niles Kalyanaraman, MD
 Herbert R. O'Connor State Office Building
 201 West Preston Street
 Baltimore, MD. 21201-2399

Dear Dr. Kalyanaraman:

In response to the communication (attached) from David Davis, Director of Budget & Finance, PHS, I am writing to **request a Local Share Match Requirement adjustment** for Worcester County. While we are extremely thankful for the increase in Core Funding, the significant increase in the expected local match from \$5,015,910 for FY24 to \$11,022,108 for FY25 is placing a financial hardship on Worcester County.

The significant increase compounds the financial burden for Worcester County, where officials had to eliminate a \$10,116,174 shortfall to balance the county's FY25 budget. Reductions were made throughout the budget, with cuts in education and public safety, among other departments.

As memorialized in our February 15, 2024, letter to Secretary Herrera Scott, the Worcester County Commissioners continue to advocate for a review of the currently required CORE Funding match. It is our understanding that the SFY25 budget bill requires Maryland Department of Health and the Department of Budget and Management to submit a report to the budget committees on the CORE Public Health Services funding formula to include recommendations to adjust the Local Share Match calculation. We support this work and look forward to the committee's findings.

In the absence of a defined match formula, we request that the State hold Worcester County harmless of the proposed increase and grant a continuation of our agreed upon FY24 match. Thank you for your consideration of our concerns.

Sincerely,

Anthony W. Bertino, Jr.
 President

cc: Senator Mary Beth Carozza
 Delegate Wayne Hartman
 Delegate Charles Otto
 Health Officer Becky Jones



MEMORANDUM

[CONFIDENTIAL & SUBJECT TO EXECUTIVE PRIVILEGE]

TO: Local Health Officers

FROM: David Davis
Director, Budget & Finance, PHS

THROUGH: Nilesh Kalyanaraman, MD
Deputy Secretary, Public Health Services

DATE: May 22, 2024

RE: **FY 2025 CORE Public Health Service Funds**

The Public Health Administration has revised the CORE Public Health Funds award process. The changes are listed below.

- The CORE Agreement letters will differentiate between CORE Public Health Funds and COLA/Increment funds. CORE funds may be used for any of the activities/programs described in Health General §2-304. COLA/Increment funds may be used for salary support for State employees at the Local Health Departments.
- As in previous years, the Local Share Match Requirement will be applied to the full legislative appropriation (the sum of CORE Public Health funds and COLA/Increment funds) included in the CORE Agreement letters. The Local Share Match Requirement will not be applied to any supplemental awards for COLA/Increments that may be provided throughout the SFY.
- The CORE Agreement letters will be sent to the Health Officers with a copy sent to the respective County/City Administrators. The signed CORE Agreement letters should be returned to MDH no later than June 30, 2024.
- SFY 2025 awards will be processed when the signed CORE Agreement letters are received.
- As in SFY 2024, MDH will consider Local Share Match Requirement adjustment requests on a limited case by case basis. Requests should be sent to Dr. Kalyanaraman, Deputy Secretary, PHS.

cc: Laura Herrera Scott, MD, MPH

Core Public Health Services Funding Agreement
 July 1, 2024 through June 30, 2025

The Maryland Department of Health and Worcester County agree as follows:

1. The amounts listed below are State and local funding available for Core Local Health Services. The State share is limited to the expenditures declared eligible for matching in COMAR 10.04.01 Funding for Core Local Health Services.

(a) Maryland Department of Health shall provide funds as follows:	Match %	Amount	TOTALS
Match Percentage (%) STATE	26.7287%		
State Match amount		\$973,437	
Additional State dollars for Core (COLA/Increment adjustment)		\$3,047,327	
Subtotal - State Share of match			\$4,020,764
Total STATE funds			\$4,020,764
(b) Worcester County shall provide funds as follows:			
Match Percentage (%) LOCAL	73.2713%		
Required Match (local funds required for match)		\$11,022,108	
100% Local funds eligible for match (beyond match requirement)		\$0	
Subtotal		\$11,022,108	
100% Local funds (LHD) not eligible for match		\$0	
Total LOCAL funds			\$11,022,108
Total Funds			\$15,042,872

2. Political subdivision wishes to purchase biologicals through a master contract, which will be written annually by the State.

(yes or no)

3. Political subdivision elects to be paying agent for items other than salaries.

(yes or no)

4. Person authorized to approve bills before processing by fiscal authorities.

(SIGNATURE)

(Print Name)

5. Political subdivision certifies that it will comply with the requirements of COMAR 10.04.01 Title 10 DEPARTMENT OF HEALTH AND MENTAL HYGIENE Subtitle 04 FISCAL Chapter 01 Funding for Core Local Health Services and materials for all actions up to the date of signature of this agreement have been furnished to the State Department of Health and Mental Hygiene or are attached to this document.

6. Political subdivision elects to audit State financial records.

(yes or no)

7. Advance plan and budget are acceptable to political subdivision.

(yes or no)

8. This award is based on anticipated State funding levels (General and Federal funds) and is subject to change. Written notification will be provided to the local health officer if funding levels are modified.

Date: _____
(Secretary, MDH)

Date: _____
(Local Health Officer)

Date: _____
(Local Executive Authority)



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: **Shared Facility Agreement**
All Seasons RV & Boat Storage, LLC

Date: 6/10/24

An application for a Shared Sanitary Agreement has been received from Mr. Hugh Cropper, Esq., on behalf of Bruce Clark, Owner, for the establishment of a shared facility for the existing onsite sewage system and well, which have been installed to serve this property (Worcester County Tax Map 9, Parcel 301). The Owner established a condominium that will include one building within the development that will house contractor shops that will be served by water and sewer. Those well and septic facilities will be more than adequate to serve the bathrooms for the limited number of contractor shop units (3) within the condominium. As a condo plat will delineate a parcel in common ownership by multiple users, a shared facility agreement will be needed. As such, they are subject to the Code of Maryland Regulations (COMAR 26.04.05), and the local requirements of Section §PW 5-101 of the Public Works Article. This commercial condo would constitute a shared facility because the facility will be a parcel owner in common by multiple users. As defined by COMAR 26.04.05.01B(3) "shared facility" means a water or sewerage system which serves more than one lot of land or more than one user on a single lot of land with water and/or sewerage systems located on the individual lots or on parcel(s) owned in common by the users.

The name of the facility shall be the "All Seasons RV & Boat Storage Shared Water and Wastewater Facility". This application was received in accordance with the requirement for such an agreement in Section §PW 5-104 of the Public Works Article.

Bruce Clark is the Owner of the subject property located on the east side of MD Route 113, north of the intersection with Hammond Road. The property is more particularly identified as shown on Worcester County Tax Map 9 as Parcel 301.

The execution of a shared facilities agreement will be recorded in the Land Records of Worcester County and provides for takeover and/or operation of the Shared Facility by Worcester County should it be determined that it is necessary to take over the Shared Facility to protect the health, safety and welfare of the users of this facility. Considering the current use is storage and the proposed use is to serve a single bathroom in each of the contractor shop units in a single building within this commercial condo complex, there would be a very small probability for component failure for the proposed shared facilities. There is room to adequately replace the septic system if that does occur.

Pursuant to the investigation required under Section §PW 5-105(a), I have investigated and evaluated the agreement under the standards listed in Section §PW 5-105(b). In this investigation, I included the Department of Public Works

ITEM 15

and the County Attorney. The Department of Public Works has no objections or reservations concerning this proposal at this time. After reviewing all of the applicable information, I find the following:

1. The proposed expansion would be desirable for the comfort, convenience, health, safety, and welfare of the people who will be served by the proposed shared facility. “All Seasons RV & Boat Storage Shared Water and Wastewater Facility” has installed a septic system and well to serve certain units within the development designated as contractor shops. A centrally located septic system, built in accordance with all applicable regulations, would provide the for the comfort, convenience, health, safety, and welfare of the current and planned future owners of the contractor units within this commercial condominium. The well will be a source of potable water for these contractor units.
2. The operation and construction is certainly feasible from both the engineering and economic standpoints. All costs to operate the system will be borne by the condominium association who will allocate costs proportional to use among the unit owners. All system components for current and future structures have been constructed and are in sound working order. These components are very typical of light commercial construction and are feasible from an engineering standpoint. Condo unit owners dues will maintain and replace the system, if necessary.
3. The proposal is in the best interest of the public health, safety, and welfare of the residents of the County. The existing septic system has been constructed to all applicable regulations, for the contemplated users that will be connected to this system. Any future replacements or repairs of these systems will be done according to the regulatory requirements in place at the time of that construction.
4. The proposal will not be unduly detrimental to the environment of the County. The facility as proposed will not be unduly detrimental to the environment of the County. The septic and well systems could have been constructed for the proposed use on the property to serve the bathrooms in the proposed contractor shops.
5. The design and operation of the facility was completed according to State and County guidelines. The system was installed under inspection by the local approving authority for the Maryland Department of the Environment and the plumbing for any associated structures was installed, permitted, and inspected by the Department of Environmental Programs in accordance with the plumbing code. The existing facilities were successfully installed. Any future plumbing and sanitary constructions will be similarly permitted and inspected.

We respectfully request that the Commissioners approve this shared sanitary agreement for the All Seasons RV & Boat Storage Shared Water and Wastewater Facility. This agreement was reviewed by the County Attorney.

As always, I will be available to discuss this matter with either you or the County Commissioners at your convenience. Should you have any questions or require future information in the interim, please do not hesitate to contact me.

Enclosures

1. Shared Facility Proposed Agreement
2. Property Map – Proposed All Seasons RV & Boat Storage Shared Water and Wastewater Facility
3. Application Letter and Associated Documents
4. Draft Resolution

cc: David Bradford
Roscoe Leslie

SHARED SANITARY FACILITY AGREEMENT

This Shared Sanitary Facility Agreement (“Agreement”) is entered into on this _____ day of _____, 2024, by the County Commissioners of Worcester County, Maryland (hereinafter “Worcester County”), and All Seasons RV & Boat Storage, LLC, a Maryland Limited Liability Company (hereinafter “All Seasons RV & Boat Storage”), and All Seasons RV & Boat Storage Commercial Condominium Association (hereinafter “Condominium Association”), and Calvin B. Taylor Bank (hereinafter “Lienholder”).

RECITALS

WHEREAS, All Seasons RV & Boat Storage is the owner and developer of certain property located at 13222 Handy Lane, Bishopville, Maryland 21813, designated as Worcester County Tax Map 9, Parcel 301, and described in the deed dated December 17, 2007, and recorded among the Land Records of Worcester County, Maryland, in Liber SVH NO. 5322, Folios 226, et. seq. (hereinafter the “Property”);

WHEREAS, the Property is being developed, in Phases, into a series of storage units and contractors’ shops;

WHEREAS, the individual units have been subjected to a Commercial Condominium Regime, known as the All Seasons RV & Boat Storage Commercial Condominium;

WHEREAS, certain Condominium Units require neither the provision of sewer, nor the provision of water;

WHEREAS, certain of the Condominium Units are developed as contractors’ shops, with accessory offices, and therefore require sewer and water allocation;

WHEREAS, there is an existing installed sewerage disposal facility, and an existing well, which is on the property of the Condominium Association, to serve the individual Condominium Units requiring water and sewer allocation (hereinafter the “System”);

WHEREAS, the System has been constructed by All Seasons RV & Boat Storage, and will be named “All Seasons RV & Boat Storage Shared Sanitary Facility;”

WHEREAS, the System will be a Shared Sanitary Facility under Worcester County Code, Public Works Article, Section 5-101, et. seq., as amended;

WHEREAS, on _____, Worcester County adopted a Resolution approving the creation of the Shared Sanitary Facility, which is attached hereto as Exhibit A;

WHEREAS, Worcester County, All Seasons RV & Boat Storage, and the Condominium Association enter into this Agreement to provide for the operation, maintenance, and transfer of ownership of the System; and,

WHEREAS, Lienholder is the only party having a lien on any of the real Property described in the first Recital, or needed for the use of the System.

TERMS

The parties agree as follows:

1. All Seasons RV & Boat Storage certifies that the System has been constructed, maintained, and operated in accordance with all permits and applicable standards. Upon completion of the System, All Seasons RV & Boat Storage must provide a project affidavit in the form provided as Exhibit B.

2. Before transferring any of the Condominium Units to different ownership, All Seasons RV & Boat Storage will record a Maintenance Agreement and Declaration, indicating that each condominium owner must be responsible for the costs of maintenance and replacement of the System in proportion to the usage of each Condominium Unit. Each individual Condominium Unit will be responsible for infrastructure failures in their own Condominium Unit.

3. Each Condominium Unit must be granted rights of way as may be necessary to implement this Agreement, including the right to enter the land where the System is located for use, maintenance, and replacement.

4. Before recording the Maintenance Agreement and Declaration, All Seasons RV & Boat Storage must transfer ownership of the System to the Condominium Association. The Condominium Association will be responsible for the operation and maintenance of the System.

5. The System is subject to an irrevocable Offer of Dedication from All Seasons RV & Boat Storage and the Condominium Association (and subordinated by Lienholder) to Worcester County. The Offer of Dedication is exercisable when Worcester County, at its sole discretion, determines that transfer to Worcester County is necessary to protect the health, safety, and welfare of the citizens of Worcester County or to insure proper operation of the System. Any transfer to Worcester County will be at no cost to Worcester County and will be free of all encumbrances. Worcester County may collect pro rata user fees from those using the System and such unpaid fees will be liens upon the Property for which they are assessed.

6. Worcester County may periodically inspect the System and the Condominium Association will be responsible for fees in accordance with the County's fee schedule for Shared Sanitary Facilities.

7. All Seasons RV & Boat Storage certifies that Lienholder is the only person having a lien against the Property described in the first Recital and in accordance with the opinion attached as Exhibit C.

8. Lienholder agrees to subordinate its lien to this Agreement and joins in the Offer of Dedication of the Property upon which it has a lien.

9. The Recitals above are incorporated and are a part of this Agreement.

10. This Agreement must be recorded at the expense of All Seasons RV & Boat Storage among the Land Records of Worcester County. A notation that the Property is subject to this Agreement, including the recording reference to this Agreement, must appear on any subsequent recorded plat. This Agreement will be binding upon the parties and their successors and assigns. This Agreement will be a covenant running with the land encumbering all of the Property described in the Agreement.

11. This Agreement will be governed by the laws of the State of Maryland.

The parties agree to this Agreement on the date stated above.

Attest:

County Commissioners of Worcester
County, Maryland

Weston Young
Chief Administrative Officer

By: _____ (Seal)
Chip Bertino, President

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2024, before me, a Notary Public in and for the State and County aforesaid, personal appeared **Chip Bertino, President, County Commissioners of Worcester County, Maryland**, known to me, or satisfactorily proven to be the person named in the foregoing document, and executed the same for the purposes therein contained.

Notary Public
My Commission Expires:

Attest:

All Seasons RV & Boat Storage, LLC

By: _____ (Seal)
Bruce Clark, Managing Member

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2024, before me, a Notary Public in and for the State and County aforesaid, personal appeared **Bruce Clark, Managing Member of All Seasons RV & Boat Storage, LLC**, known to me, or satisfactorily proven to be the person named in the foregoing document, and executed the same for the purposes therein contained.

Notary Public
My Commission Expires:

Attest:

All Seasons RV & Boat Storage
Commercial Condominium Association

By: _____ (Seal)
Bruce Clark, Authorized Signatory

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2024, before me, a Notary Public in and for the State and County aforesaid, personal appeared **Bruce Clark, Authorized Signatory on behalf of All Seasons RV & Boat Storage Commercial Condominium Association**, known to me, or satisfactorily proven to be the person named in the foregoing document, and executed the same for the purposes therein contained.

Notary Public
My Commission Expires:

Attest:

Calvin B. Taylor Bank
Lienholder

By: _____ (Seal)

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2024, before me, a Notary Public in and for the State and County aforesaid, personal appeared _____ **on behalf of Calvin B. Taylor Bank,** known to me, or satisfactorily proven to be the person named in the foregoing document, and executed the same for the purposes therein contained.

Notary Public
My Commission Expires:

ALLSEASONS-SHAREDFACILITYAGREEMENT (5/17/24)

**EXHIBIT B
PROJECT AFFIDAVIT FORM**

The undersigned hereby certifies that the following statements are true and correct:

1. The Developer entered into a contract with BRUCE H CLARK, INC. for the design and construction of the septic sewage facility. The work was done in 2013 under Permit No. 9-301-13. Developer certifies that the design and construction were done in compliance with the plans and specifications. Developer certifies that contractor was paid in full.

The Developer and Contractor certify that all just and lawful bills for labor, equipment, materials and other items employed in the construction of the utilities have been property paid; that there are no outstanding claims against the construction; and that the Developer and Contractor hereby release the Worcester County from all liens, claims or demands of any kind.

DATED this _____ day of _____, 2024.

DEVELOPER

FIRM: All Seasons RV & Boat Storage, LLC

WITNESS

By: _____
Name

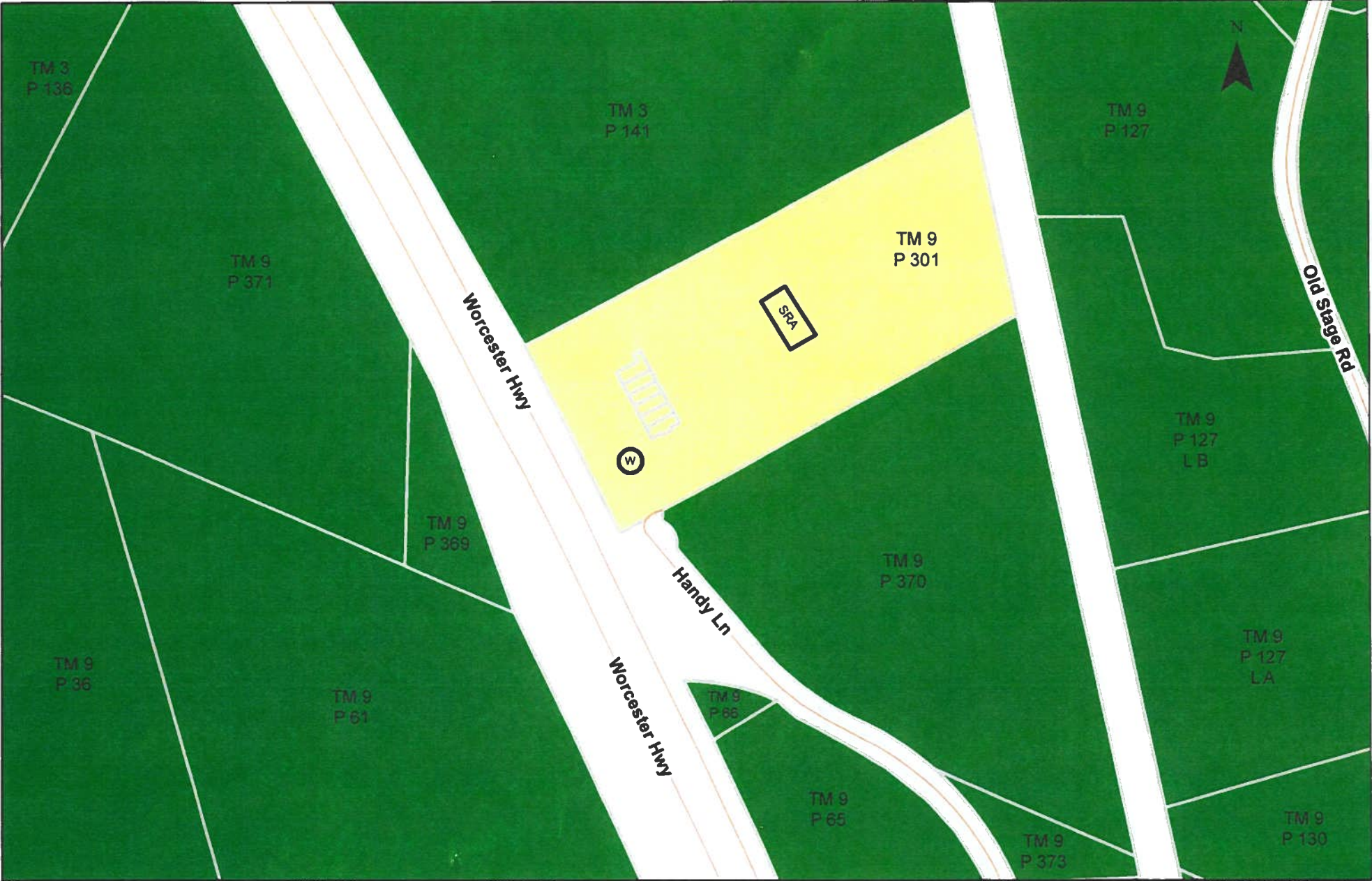
CONTRACTOR

FIRM: _____

WITNESS

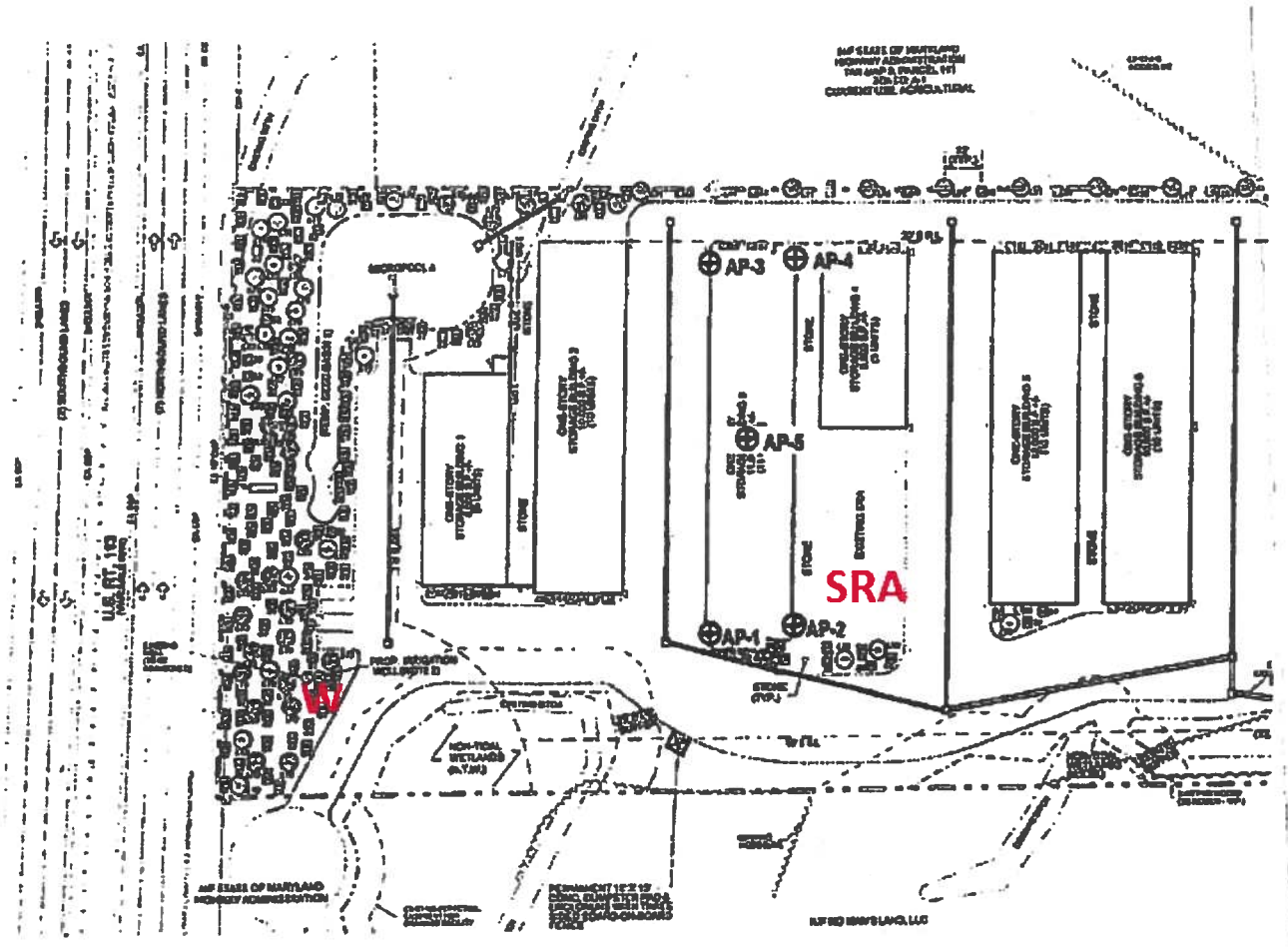
By: _____
Name

All Seasons RV & Boat Storage Shared Facility



 Septic Reserve Area
 Well





⊕ AUGER PROBE LOCATIONS

W = Well
 SRA = Septic

FIGURE 1

PROJECT:	13501	ALL SEASONS STORAGE - BUILDING 3 BISHOPVILLE, MARYLAND AUGER PROBE LOCATION PLAN	DATE:	1-2015
SCALE:	N.T.S.		DRAWN BY:	AB
DRAWN BY:	FILE		CHECKED BY:	PT

LAW OFFICES

BOOTH CROPPER & MARRINER

A PROFESSIONAL CORPORATION

9927 STEPHEN DECATUR HWY., F-12

OCEAN CITY, MARYLAND 21842

(410) 213-2681

FAX (410) 213-2685

EASTON OFFICE

130 N. WASHINGTON ST.

EASTON, MD 21601

(410) 822-2929

FAX (410) 820-6586

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www.bbcmlaw.com

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

*ADMITTED MD & DC

May 23, 2024

Robert J. Mitchell, LEHS, REHS/RS
 Director, Worcester County Department
 Of Environmental Programs
 One West Market Street, Room 1306
 Snow Hill, Maryland 21863

RE: *All Seasons RV & Boat Storage, LLC*
Worcester County Tax Map 9, Parcel 301

Dear Mr. Mitchell:

Please accept this correspondence as the application of All Seasons RV & Boat Storage, LLC, a Maryland Limited Liability Company, and All Seasons RV & Boat Storage Commercial Condominium Association, owners of the above referenced property, to establish a Shared Sanitary Facility pursuant to Public Works Article, Sections 5-104 and 5-105. The property is designated as Parcel 301 on Worcester County Tax Map 9. Copies of the SDAT printout and deed are attached.

The property is developed into a mixed-use condominium, consisting of storage units and contractors' shops. There is also an existing on-site septic system.

The storage units do not require septic. However, there are accessory offices associated with the contractors' shops, which require septic. This is a proposal to connect those contractors' shops to the central on-site septic system, which will be owned and maintained by the Condominium Association, subject to the Worcester County, Public Works Article provisions related to Shared Sanitary Facilities.

The property owner is proposing a Sanitary Facility to serve more than one, but fewer than twenty units, or equivalent dwelling units in separate ownership, producing or designed to produce less than 5,000 gallons per day of effluent and, as such, has proposed a Shared Sanitary Facility to be known as the **All Seasons RV & Boat Storage Shared Sanitary Facility.**

Please consider the following factors, as set forth in Public Works Article, Section 5-105.

1. The proposed expansion would be desirable for the comfort, convenience, health, safety, and welfare of the people who will be served by the proposed shared facility. The central on-site system will be owned and operated by the Condominium Association. The Condominium Association will utilize its dues and assessments to maintain and to replace the system, if necessary. It is desirable to have a centralized system, owned and operated by the Condominium Association, as opposed to a number of separate systems.

2. The operation and construction is certainly feasible from both the engineering and economic standpoints. From an engineering standpoint, the on-site system is constructed and operational. From an economic standpoint, condominium dues paid to the Condominium Association will maintain and replace the system, if necessary.

3. The proposal is in the best interest of public health, safety, and welfare of the residents of the County. It is in the best interest of the public health that a central system owned and controlled by the Condominium Association be maintained.

4. The proposal will not be unduly detrimental to the environment of the County. The system was constructed pursuant to all permits, and it is currently operational.

5. The design and operation of the facility was completed according to State and County guidelines. The system was constructed pursuant to all permits, and it is currently operational.

If you have any questions, please do not hesitate to give me a call.

Very truly yours,



Hugh Cropper IV

HC/tgb

Enclosures

CC: Bruce Clark, All Seasons RV & Boat Storage, LLC
John W. Salm, III, P.E.

Real Property Data Search ()
 Search Result for WORCESTER COUNTY

[View Map](#)

[View GroundRent Redemption](#)

[View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 05 Account Number - 005388

Owner Information

Owner Name: ALL SEASONS RV & BOAT STORAGE LLC **Use:** COMMERCIAL
Mailing Address: 11730 GUM POINT RD **Principal Residence:** NO
 BERLIN MD 21811-3176 **Deed Reference:** /05322/ 00226

Location & Structure Information

Premises Address: 13222 HANDY LN **Legal Description:** 1.06 ACS
 BISHOPVILLE 21813-0000 E SIDE R-113
 ALL SEASONS STORAGE CM

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0009	0002	0301	15081.24	0000				2023	Plat Ref: 251/ 53

Town: None

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
2024	10,000 SF		1.0600 AC	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
		STORAGE WAREHOUSE	/	C1			

Value Information

	Base Value	Value	Phase-in Assessments	
		As of	As of	As of
		01/01/2023	07/01/2023	07/01/2024
Land:	63,600	63,600		
Improvements	293,200	391,000		
Total:	356,800	454,600	57,200	422,000
Preferential Land:	0	0		

Transfer Information

Seller:	Date:	Price:
CLARK BRUCE H & Type: NON-ARMS LENGTH OTHER	08/03/2009 Deed1: SVH /05322/ 00226	\$0 Deed2:
ST JOHN AFRICAN M E CHURCH Type: ARMS LENGTH VACANT	07/27/2007 Deed1: SVH /04969/ 00485	\$320,000 Deed2:
LYNCH ALLEN LOUIS & DONNA LOU Type: NON-ARMS LENGTH OTHER	02/02/2004 Deed1: SVH /04006/ 00267	\$185,000 Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2023	07/01/2024
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

TAX IDENTIFICATION NUMBER: 05-005388
NO CONSIDERATION
NO TITLE EXAMINATION, NO SURVEY

THIS DEED is made this 17th day of December, 2007, by and between **BRUCE H. CLARK** and **CHERYL C. CLARK**, hereinafter referred to as "GRANTORS", and **ALL SEASONS RV & BOAT STORAGE LLC**, a Maryland Limited Liability Company, hereinafter referred to as "GRANTEES";

THAT for and in consideration of the sum of ZERO and NO/100 DOLLARS [\$0.00], and pursuant to the provisions of 4A-212 of the Maryland Limited Liability Act, the said Grantors do hereby grant and convey unto the said Grantee, its successors and assigns, in fee simple, all that lot of ground situate in Worcester County, State of Maryland, commonly known as **13222 Worcester Highway, Bishopville, MD 21813** and more particularly described as follows:

BEING KNOWN AND DESIGNATED as all that lot or parcel of land lying and being in the Fifth District of Worcester County, Maryland, being on the easterly side of Route U.S. 113, containing 6.18 acres of land, more or less, as shown on a location survey entitled "Survey Parcel At Bishop, 5th Election District, Worcester County, Maryland", dated June, 1978, made by C. Kenneth Carter & Associates, and which said plat is duly recorded among the Land Records of Worcester County, Maryland, in Liber F.W.H. No. 630, folio 522, et seq.

EXCEPTING, HOWEVER, so much as was conveyed unto the State Highway Administration of the Department of Transportation by deed dated April 2, 2001 and recorded in Liber S.V.H. No. 3008, folio 264, et seq.

BEING ALL AND THE SAME property which by Deed dated July 26, 2007 and recorded July 27, 2007 among the Land Records of the County of Worcester, State of Maryland, in Liber No. 4969, folio 485, was granted and conveyed by St. John African M.E. Church, also known as St. John AME Church of Bishopville, Inc., a Maryland religious corporation, unto Bruce H. Clark and Cheryl C. Clark, his wife, as tenants by the entirety.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or otherwise appertaining.

SUBJECT to all covenants and restrictions of record.

TO HAVE AND TO HOLD the said lot of ground and premises, above described and mentioned, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Grantee, its successors and assigns, in fee simple.

WORCESTER COUNTY CIRCUIT COURT (Land Records) SVH 5322, p. 0226, MSA_CE31_5496. Date available 08/05/2009. Printed 05/17/2024.

FILED
2009 AUG -3 P 2:15
STEPHEN V. HALES
CLERK, CT. CT.
WOR. CO.

AND the said Grantors hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby granted; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

GRANTORS release, and agree to hold harmless, the scrivener of this Deed from any and all loss, claim, demand or liability (including attorney's fees) resulting from a condition of title which might have been disclosed by a title examination of the property conveyed by this Deed.

WITNESS the hand and seal of said Grantors.

[Signature]
WITNESS

Bruce H. Clark {SEAL}
BRUCE H. CLARK

[Signature]
WITNESS

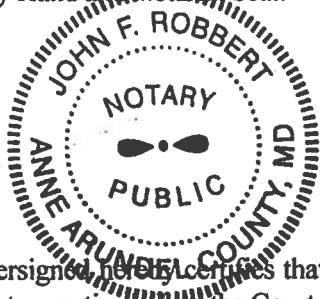
Cheryl C. Clark {SEAL}
CHERYL C. CLARK

TAXES FOR WHICH ASSESSMENTS
HAVE BEEN RECEIVED HAVE BEEN
PAID AS OF THIS DATE. 8-3-09
Worcester County Finance Officer
By KT
EXCEPT PERSONAL PROPERTY

State of Maryland,
County of Wicomico, to wit:

I hereby certify that on this 17th day of December, 2007, before me, the subscriber, a Notary Public in the State aforesaid, personally appeared BRUCE H. CLARK and CHERYL C. CLARK, known or satisfactorily proven to be the persons whose names are subscribed to this deed, and acknowledged that they executed the same for the purposes contained therein, and that the actual consideration for this instrument is zero dollars, and that this Deed represents a conversion of the Grantors' interest in the property to a limited liability company, and in my presence they signed and sealed this Deed.

AS WITNESS my Hand and Notary Seal.



[Signature]
John F. Robbert, Notary
My Commission Expires:
TRANSFER TAX NOT REQUIRED
FINANCE OFFICER
WORCESTER COUNTY MARYLAND
By KT Authorized Signature
Date 8-3-09

The undersigned hereby certifies that this instrument was prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland, or by one of the parties named herein.

[Signature]
JOHN F. ROBBERT

WORCESTER COUNTY CLERK (Laini Reavis) 207 3324, p. 0271, WCA_SE1_3430. Date available 08/03/2008. Folio 227/2274.

AFFIDAVIT of GRANTORS

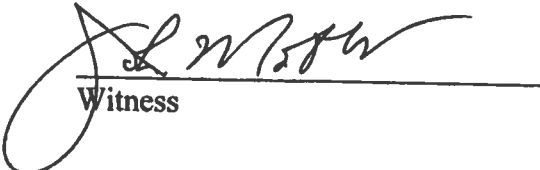
Pursuant to Title 4A of the Corporations and Associations Article and § 12-108(y) of the Tax-Property Article of the Annotated Code of Maryland, the undersigned, Bruce H. Clark and Cheryl C. Clark, individually, and in their capacity as Members of All Seasons RV & Boat Storage LLC, do hereby state that the formation of All Seasons RV & Boat Storage LLC is a conversion of a joint venture into a limited liability company.

The undersigned does further state that:

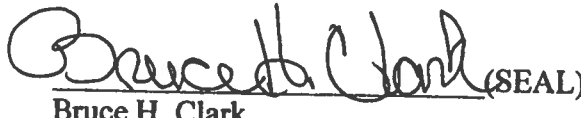
1. The proprietorship, composed of two individuals (husband and wife), are/were involved principally in buying, selling, leasing or managing real property.
2. The two members of the limited liability company are identical to the individuals operating the converted joint venture.
3. Each member's allocation of the profits and losses of the limited liability company are identical to that member's allocation of the profits and losses of the converting predecessor entity.
4. The instruments of writing that transfer title to real property represent the dissolution of the predecessor entity for purposes of conversion to a limited liability company.
5. No consideration was paid in connection with this transfer.

TRF FD SURE \$	20.00
RECORDING FEE	20.00
TOTAL	40.00
Rec# 4001	Rec# 13175
SV# 8192	Blk 155
Aug 03, 2009	02:15 PM

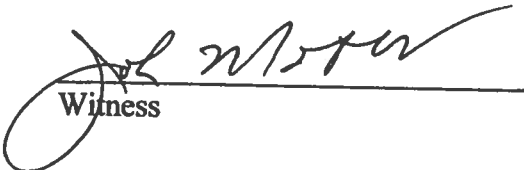
Witness our hand and seal this 10 day of July, 2009.



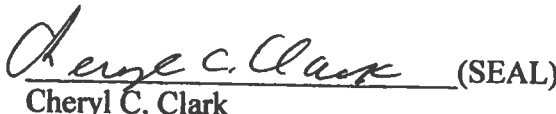
Witness

 (SEAL)

Bruce H. Clark



Witness

 (SEAL)

Cheryl C. Clark

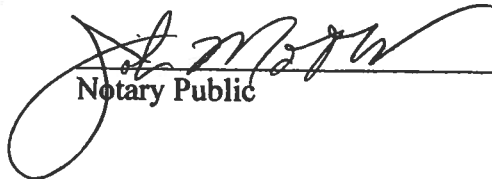
WUKUESIER UUUUINI T UKUUU UUUUKI (Laiiu Reuuuus) SUV 0324, p. 0270, WUSA_CES1_0430. Date available 00/03/2009. Filmed 03/11/2024.

State of Delaware,

County of Sussex

I hereby certify that on this 10 day of July, 2009, before me, the subscriber, a Notary Public in the state aforesaid, personally appeared **Bruce H. Clark** and acknowledged that he executed the foregoing as his act and deed, both individually and as a member of All Seasons RV & Boat Storage LLC, and in my presence signed and sealed the same. In witness whereof, I hereunto set my hand and official seal.

John F. Robbert
Delaware Attorney at Law with
Power to act as Notary Public
per 29 Del. c. § 4323 (a)(3)

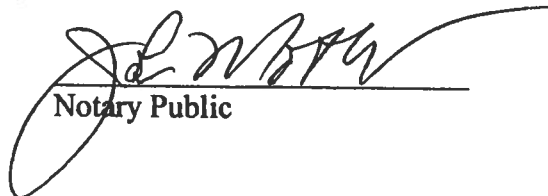

Notary Public

State of Delaware,

County of Sussex

I hereby certify that on this 10 day of July, 2009, before me, the subscriber, a Notary Public in the state aforesaid, personally appeared **Cheryl C. Clark**, and acknowledged that she executed the foregoing as her act and deed, both individually and as a member of All Seasons RV & Boat Storage LLC, and in my presence signed and sealed the same. In witness whereof, I hereunto set my hand and official seal.

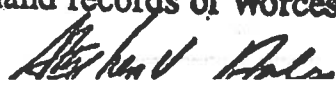
John F. Robbert
Delaware Attorney at Law with
Power to act as Notary Public
per 29 Del. c. § 4323 (a)(3)


Notary Public

AUG 03 2009

Affidavit of Grantors
Conversion to LLC
Page 2 of 2

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



WUCCSIEK CUUNII Y CUKUUII CUUKI (Land Records) SVH 5322, p. 0229, MDA_0531_0490. Date available 08/03/2009. Printed 08/11/2024.

State of Maryland Land Instrument Intake Sheet
 Baltimore City County: WORCESTER
 Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
 (Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1	Type(s) of Instruments	(Check Box if addendum Intake Form is Attached)						
	<input type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Other	<input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Lease	<input type="checkbox"/> Other		
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input type="checkbox"/> Not an Arms-Length Sale [9]			
3	Tax Exemptions (if applicable)	Recordation EXEMPT-INDIVIDUALS TO THEIR WHOLLY OWNED LLC						
	Cite or Explain Authority	State Transfer EXEMPT-INDIVIDUALS TO THEIR WHOLLY OWNED LLC						
		County Transfer EXEMPT-INDIVIDUALS TO THEIR WHOLLY OWNED LLC						
4	Consideration and Tax Calculations	Consideration Amount			Finance Office Use Only			
		Purchase Price/Consideration	\$		Transfer and Recordation Tax Consideration			
		Any New Mortgage	\$		Transfer Tax Consideration	\$		
		Balance of Existing Mortgage	\$		() %	\$		
		Other	\$		Less Exemption Amount	\$		
		Other	\$		Total Transfer Tax	\$		
	Full Cash Value	\$		Recordation Tax Consideration	\$			
				X () per \$500	\$			
				TOTAL DUE	\$			
6	Fees	Amount of Fees		Doc. 1	Doc. 2	Agent		
		Recording Charge	\$ 20.00	\$				
		Surcharge	\$ 20.00	\$				
		State Recordation Tax	\$	\$				
		State Transfer Tax	\$	\$				
		County Transfer Tax	\$	\$				
		Other	\$	\$				
		Other	\$	\$				
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
		05	005388	SVH 4869@485	9	301	(5)	
		Subdivision Name		Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
								6.18 ACRES
		Location/Address of Property Being Conveyed (2)						
		13222 WORCESTER HIGHWAY, BISHOPVILLE, MARYLAND 21813						
		Other Property Identifiers (if applicable)						
		Water Meter Account No.						
		Residential or Non-Residential <input checked="" type="checkbox"/> Fee Slip lev. or Ground Rent Amount:						
		Partial Conveyance? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Description/Amt. of SqFt/Acreage Transferred						
	If Partial Conveyance, List Improvements Conveyed							
7	Transferred From	Doc. 1 - Grantor(s) Name(s)			Doc. 2 - Grantor(s) Name(s)			
		BRUCE H. CLARK						
		CHERYL C. CLARK						
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)			Doc. 2 - Owner(s) of Record, if Different from Grantor(s)			
8	Transferred To	Doc. 1 - Grantee(s) Name(s)			Doc. 2 - Grantee(s) Name(s)			
		ALL SEASONS RV & BOAT STORAGE LLC						
		New Owner's (Grantee) Mailing Address						
		11730 GUM POINT ROAD, BERLIN, MARYLAND 21811						
9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)			Doc. 2 - Additional Names to be Indexed (Optional)			
10	Contact/Mail Information	Instrument Submitted By or Contact Person				<input checked="" type="checkbox"/> Return to Contact Person		
		Name: JOHN F. ROBBERT, ESQUIRE				<input type="checkbox"/> Hold for Pickup		
		Firm: LAW OFFICES OF JOHN F. ROBBERT				<input type="checkbox"/> Return Address Provided		
		Address: 29-G ATLANTIC AVENUE OCEAN VIEW, DELAWARE 19970						
		Phone () 302 537 4559						
11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER							
	Assessment Information	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will the property being conveyed be the grantee's principal residence?					
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Does transfer include personal property? If yes, identify					
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required)					
	Assessment Use Only -- Do Not Write Below This Line							
	Terminal Verification	Agricultural Verification	Whole	Part	Tran. Process Verification			
	Transfer Number	Date Received:	Deed Reference:		Assigned Property No.:			
	Year: 20	20	Geo.	Map	Sub	Block		
	Land		Zoning	Grid	Plat	Lot		
	Buildings		Use	Parcel	Section	Occ. Cd.		
	Total		Town Cd.	Ex. St.	Ex. Cd.			
	REMARKS:							

WORCESTER COUNTY CIRCUIT COURT (Land Records) SVH 5322, p. 0230, MSA_CE31_5496. Date available 08/05/2009. Printed 05/17/2024.

Space Reserved for County Validation

Distribution: White - Clerk's Office
 Pink - Office of Finance
 AOC-CC 300 (4/05)
 Canary - SDAT
 Goldenrod - Preparer

DRAFT RESOLUTION NO. 24- ____

**RESOLUTION ESTABLISHING A SHARED SANITARY FACILITY
ALL SEASONS RV & BOAT STORAGE
AS SHOWN ON TAX MAP 9, PARCEL 301
WORCESTER COUNTY, MARYLAND**

WHEREAS, Title 5 (Water and Sewers), Subtitle I (Shared Sanitary Facilities) of the Code of Public Local Laws of Worcester County, Maryland provides guidelines for the establishment and operation of shared sanitary facilities; and

WHEREAS, All Seasons RV& Boat Storage, LLC is the owner of land located at 13222 Handy Lane, north of the intersection with Hammond Road on the east side of US Route 113, more particularly identified as shown on Worcester County Tax Map 9, as Parcel 301, the plat of which is recorded among the Land Records of Worcester County, Maryland in Plat Reference Liber FWH No. 630, Folio 522, et sq., and on which an onsite sewage disposal system and a potable well system has been installed which they desire to utilize to serve a condo plat for the All Seasons RV & Boat Storage project that is currently planning for certain units to become contractors shops, which will be done by a condo plat for the subject building within the development.

WHEREAS, the aforementioned septic and well systems have been constructed on the , All Seasons RV& Boat Storage, LLC property, and are currently contemplated to be tied into existing septic and well systems and these will be connected to the proposed office and bathrooms serving the proposed contractor shop units, and it is intended that the onsite wastewater and well systems be shared by the units included on the condo plat that will be prepared for this property, and

WHEREAS, an application has been filed and an investigation of the systems have been completed, and it has been determined that: the facility is desirable for the comfort, convenience, health, safety and welfare of the people to be served by the facility; the construction and operation of the facility is feasible from an engineering and economic standpoint; the facility is in the best interest of the public health, safety and general welfare of the residents of the County; the facility will not be unduly detrimental to the environment of the County; and the design and operation of the facility is in accordance with all required permits and applicable standards, and

WHEREAS, the shared facility will be named the “All Seasons RV & Boat Storage Shared Water and Wastewater Facility”.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that:

1. A shared sanitary facility, entitled “All Seasons RV & Boat Storage Shared Water and Wastewater Facility” for the above referenced property and proposed future condo plat of the lands of All Seasons RV & Boat Storage, LLC in a condo plat to be reviewed by County staff, is hereby established.
2. A Shared Sanitary Facility agreement shall be executed between the County and All Seasons RV & Boat Storage, LLC in furtherance of this resolution.

NOW, THEREFORE, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

PASSED AND ADOPTED this _____ day of _____, 2024.

ATTEST:

WORCESTER COUNTY
COMMISSIONERS

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

Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Caryn G. Abbott, Commissioner

Theodore J. Elder, Commissioner

Eric J. Fiori, Commissioner

Joseph M. Mitrecic, Commissioner

Diana Purnell, Commissioner



Worcester County Department of Environmental Programs

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

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

Memorandum

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

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

Subject: Requested Fee Changes
Department of Environmental Programs

Date: 6/10/24

As noted in our FY 2025 Operating Budget request memo, we anticipated raising some fees this coming year to recalibrate our fee structure to capture needed costs and cover the increasing administrative demands of our delegated program fees. Since DRP has not proposed changes to their schedule, we are submitting a revised schedule for just the fees pertaining to this Department. The changes would involve slight increases for the Environmental Programs, Natural Resources, and Plumbing & Gas Divisions.

We do not take fee changes lightly, but we want to be cognizant about covering our cost of operations. The Department should experience planned revenue enhancements in the new budget due to these increases. These fees will help maintain resources and internal efficiencies for staffing and technological support to maintain the expected high level of customer service. The guiding principals for fee adjustments should be that we try to periodically review fees so they cover the costs of operations, our operations should be as efficient as possible, and those that directly benefit from our services should pay for them.

We would respectfully request approval of these changes from the County Commissioners as presented. Attached is a marked-up fee schedule reflecting the requested changes and I have provided an electronic copy to County Administration.

Please let me know if you have any questions or concerns regarding this request.

Attachment

cc: David Bradford
Jennifer Keener

RESOLUTION NO. 24 -

**RESOLUTION ESTABLISHING FEES FOR APPLICATIONS PROCESSED BY
THE DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING
AND THE DEPARTMENT OF ENVIRONMENTAL PROGRAMS**

WHEREAS, the Code of Public Local Laws of Worcester County, Maryland, General Provisions Article and Sections BR 2-103(f) (Plumbing Standards - Fees), BR 2-212(f) (Electrical Standards - Fees), BR 3-104 (Housing Review Board), PW 5-104 (Shared Sanitary Facilities - Establishment of shared sanitary facility), PW 5-305(b)(5) (Sanitary Service Areas - Cost and fees), TR 2-103(d) (Licensing of coin-operated vending machines - Fees), TR 2-106(c) (Rental License fees), TR 2-201 (Gaming Permits), NR 1-107(d) (Stormwater Management - plan review fees), NR 1-407 (Forest Conservation), NR 2-102(b) (Construction along shorelines - Permits required), NR 3-101 and NR 3-201 (Critical Area Programs), ZS 1-106 (Zoning Regulations - Fees and expenses), ZS 1-347(k) (Zoning Regulations - Agricultural Reconciliation Board fees) and ZS 2-108 (Subdivision Regulations - Fees), as from time to time amended, provide that the County Commissioners may establish certain fees for processing of applications; and

WHEREAS, the Worcester County Commissioners have adopted or amended said fees by previous resolutions, most recently by Resolution No. 23-13, adopted on June 20, 2023; and

WHEREAS, the County Commissioners have determined it necessary to revise said fees and add fees for various review services provided by County staff.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the following fee schedule shall be in effect for the services provided by the Department of Development Review & Permitting and the Department of Environmental Programs:

DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING
AND DEPARTMENT OF ENVIRONMENTAL PROGRAMS
FEE SCHEDULE

I. APPLICATION REVIEW FEES

- A. Zoning Map Amendment: \$650.00 base fee, plus \$15.00 per acre.
- B. Zoning Text Amendment: \$400.00 per change requested.
- C. Water and Sewer Plan Amendments:
 - 1. Minor Amendments: \$100.00
 - 2. Major Amendments: \$500.00
- D. Residential Planned Community:
 - 1. Step I: \$1,000.00 base fee, plus \$15.00 per acre over 30 acres.
 - 2. Step II: \$600.00 base fee, plus \$15.00 per acre over 30 acres.
 - 3. Step III: Refer to subdivision and/or site plan review fees.
- E. Subdivision Review:
 - 1. Sketch Plan (optional): No fee.
 - 2. Preliminary Plat: \$350.00 base fee, plus \$15.00 per lot in excess of 5 lots.

3. Final Plat: \$350.00 base fee, plus \$10.00 per lot in excess of 5 lots.
 4. Minor Subdivision Plat: \$250.00 flat fee.
 5. Recording fee: \$5.00 per sheet.
 6. Waiver of ordinance section: \$100.00 per section.
 7. Revision ($\leq 25\%$ of site) \$150.00 flat fee, ($> 25\%$ of site) \$150.00, plus \$5.00 per lot.
 8. Revalidation or extension of approval: \$150.00 flat fee.
 9. Third and subsequent review: \$100.00 flat fee per review.
 10. Construction Plan Review:
 - a. Minor subdivision (≤ 5 lots, where required): \$150.00 flat fee.
 - b. Major subdivision (6 to 20 lots): \$150.00 base fee, plus \$10.00 per lot.
 - c. Major subdivision (≥ 21 lots): \$150.00 base fee, plus \$15.00 per lot.
 - d. Revisions: 25% of original fee.
- F. Site plan review:
1. Major site plan: \$450.00 base fee, Plus \$35.00 per acre.
 2. Minor site plan: \$300.00 flat fee.
 3. Administrative Review: \$50.00 flat fee.
 4. Revisions: ($\geq 25\%$ of site): \$150.00 flat fee; ($> 25\%$ of site): \$150.00, Plus \$35.00 per acre.
 5. Revalidation or extension of approval: \$150.00 flat fee.
 6. Waiver of ordinance section: \$100.00 per section.
 7. Third and subsequent reviews: \$100.00 flat fee per review.
- G. Board of Zoning Appeals
1. Variance: \$440.00 flat fee.
 2. Special exception: \$440.00 flat fee.
 3. Forestry adjustment, exceptions or payment in lieu: \$440.00 flat fee.
 4. Any other application: \$440.00 flat fee.
- H. Re-advertisement fee (if necessary): \$340.00 flat fee.
- I. Housing Review Board Appeal Fee: \$100.00.
- J. Forest Conservation Program Review
1. Declaration of Intent: \$50.00 flat fee.
 2. Forest Conservation Plan Review:
 - a. Sketch plan (optional): No fee
 - b. Major subdivision: ~~\$200.00~~ \$250.00 base fee, plus \$25.00 per lot.
 - c. Minor subdivision/Boundary line adjustment: ~~\$100.00~~ \$150.00 flat fee.
 - d. Major site plan: ~~\$200.00~~ \$250.00 base fee, plus \$25.00 per acre.
 - e. Minor site plan: ~~\$100.00~~ \$150.00 flat fee.
 - f. Revisions: ($< 25\%$ of site) \$150.00 flat fee; or
($> 25\%$ of site) \$150.00, plus \$35.00 per acre.
 - g. Forestry adjustment, exception, or payment in lieu request: ~~\$100.00~~
\$150.00 flat fee.
- K. Building Code Appeals Board Application Fee: \$250.00.
- L. F.E.M.A. Variance Application Fee: \$250.00

- M. Agricultural Reconciliation Board Application Fee: \$150.00
- N. Critical Area Program Review
 - 1. Sketch plan (optional): No fee
 - 2. Major subdivision: ~~\$200.00~~ \$250.00 base fee, plus \$25.00 per lot.
 - 3. Minor subdivision/Boundary line adjustment: ~~\$100.00~~ \$150.00 flat fee.
 - 4. Major site plan: ~~\$200.00~~ \$250.00 base fee, plus \$25.00 per acre.
 - 5. Minor site plan: ~~\$100.00~~ \$150.00 flat fee.
 - 6. Revisions: ($\leq 25\%$ of site): \$150.00 flat fee;
($> 25\%$ of site): \$150.00 plus \$35.00 per acre.
 - 7. Growth allocation request: \$650.00 base fee plus \$15.00 per acre.
 - 8. Board of Zoning Appeals review of Department's denial of fees in lieu: \$100.00.
 - 9. Critical Area variance review: ~~\$100.00~~ \$200.00 flat fee.
 - 10. Reinspection fee: ~~\$50.00~~ \$100.00 per occurrence.
 - 11. Critical Area Permit: \$50.00
- O. Cooperative Campground/Mobile Home Park Review Fee
 - 1. Conversion to Co-op: \$600.00 base fee, plus \$35.00 per acre.
 - 2. Expand or enlarge Co-op: \$450.00 base fee, plus \$35.00 per acre.
 - 3. Revisions: ($\leq 25\%$ of site): \$150.00 flat fee; or
($> 25\%$ of site): \$150.00, plus \$35.00 per acre.
 - 4. Third and subsequent reviews: \$100.00 flat fee per review.
- P. Research Fee: \$50.00 per hour for each hour or portion thereof beyond the first hour of staff research time.
- Q. Natural Resources Article Text Amendment: ~~\$350.00~~ \$400.00 per change requested.

II. PERMITS

A. Building Permits

- 1. For one- and two-family dwellings, additions thereto, and accessory structures 500 square feet or greater in size: A minimum fee of \$50.00 plus an amount equal to the square footage multiplied by the current value per square foot (as listed below) multiplied by .0055, with \$50.00 of the fee being non-refundable in the event the permit is not utilized.

TYPE OF AREA	CURRENT VALUE PER SQUARE FOOT
Habitable	\$48.12
Garage, covered decks, screened porches and other attached non-habitable covered areas	\$22.62
Open Decks	\$15.00

- 2. Manufactured and Mobile Homes: \$100.00 flat fee.
- 3. Multi-family, commercial and industrial (including accessory structures): A minimum fee of \$150.00 plus an amount equal to the square footage multiplied by the current value per square foot (as listed below) multiplied by .005, with

\$150.00 of the fee being non-refundable in the event the permit is not utilized:

IRC USE GROUP	CURRENT VALUE PER SQUARE FOOT
A-1	\$76.29
A-2	\$56.84
A-3	\$55.81
A-4	\$71.17
B	\$51.20
E	\$55.30
F-1	\$31.74
F-2	\$31.23
H	\$30.72
I-1	\$50.69
I-2	\$80.38
I-3	\$70.14
M	\$41.98
R-1	\$54.94
R-2	\$48.64
R-3	\$40.96
S-1	\$29.18
S-2	\$28.67
U	\$22.62

4. Reinspection Fee: \$50.00 each occurrence.
5. For construction of a handicap access ramp on a single-family home where appropriate documentation is presented to the department regarding the bonafide need: No fee.

B. Zoning Permits

1. All off-premise signs: \$100.00 flat fee.
2. Freestanding and on-building signs: \$1.00 per square foot, with a minimum charge of \$50.00.
3. Use of Land without structure and residential accessory structures less than 500

square feet including but not limited to fences, sheds, pools, and home occupations: \$50.00 flat fee.

4. Reinspection Fee: \$50.00 per occurrence.

C. Environmental Programs

1. Water Well: \$160.00 per well.
2. Water Sample (other than compliance sampling): \$50.00 per sample
3. Sewage:
 - a. Residential Evaluation.
 1. Individual lot or minor subdivision evaluation: ~~\$350.00~~ \$450.00 per single family unit.
 2. Major subdivision evaluation: \$350.00 per single family unit. If more than six lots are requested a minimum payment of \$1,800.00 is required. Balance of fee to be collected as testing is completed.*
 3. Piezometer Installation (over 2 per lot): \$50.00 each
 - b. Commercial Evaluation.
 1. A minimum of \$450.00 is required.*
 - c. Sewage Area Modification.
 1. 30% or More: \$350.00
 2. Less than 30%: \$75.00
 - d. Sewage Permit.
 1. Complete new system (tank & drainfield): ~~\$375.00~~ \$400.00
 2. Drainfield replacement: ~~\$300.00~~ \$325.00
 3. Repairs of existing system including tank replacement: ~~\$180.00~~ \$225.00
 4. Repairs and new permits for non-conventional systems: ~~\$450.00~~ \$475.00
 - e. Building/Zoning Permit/Environmental Programs Review: \$50.00

*Note: This application fee covers testing for 10,000 square feet of sewage area. If conditions require testing greater than 10,000 square feet, applicant will be billed at a rate of \$10 per each additional 1,000 square foot area tested.

4. Burning Permit: \$80.00
5. Reinspection Fee: \$50.00 per occurrence.
6. Septage Haulers:
 - a. Annual license: \$50.00
7. Bathing Beach Permit: \$150.00
8. Plat/Plan Review:
 - a. Sketch Plan (optional): No fee.
 - b. Plat Review, public water & sewer, up to 5 lots: \$100.00

- c. Plat Review, public water & sewer, more than 5 lots: \$200.00.
- d. Plat Review, private water & sewer, minor subdivision: \$180.00.
- e. Plat Review, private water & sewer, major subdivision: \$150.00 minimum for first 5 lots, plus \$25.00 per additional lot over 5.
- f. Plat Review, property line revision/septic reserve area revision; Agricultural Use Only: \$150.00
- g. Commercial Construction Plan Review, public water & public sewer: \$60.00.
- h. Commercial Construction Plan Review, public water & private sewer: \$85.00.
- i. Commercial Construction Plan Review, private water & private sewer: \$150.00

9. Mobile Home Park and Campground Permit Fees

- a. Annual Mobile Home Park Permit
 - 1. 10 or less sites: ~~\$100.00~~ **\$125.00**
 - 2. 11 or more sites: ~~\$175.00~~ **\$200.00**
- b. Annual Campground Permit
 - 1. 100 or less sites: ~~\$175.00~~ **\$200.00**
 - 2. 101 or more sites: ~~\$250.00~~ **\$300.00**
- c. Late Fees (Mobile Home Park and/or Campground Permits): \$50.00 per day/\$500.00 maximum.

10. Shared Facilities Agreement Processing Fees

- a. Minor (up to 5,000 gallons per day): \$100.00
- b. Major (greater than 5,000 gallons per day): ~~\$250.00~~ **\$400.00**
- c. Shared facility inspection: \$50.00 per inspection

*Note: There shall be no charge for shared facility agreements between two single-family homes.

11. Sanitary Service Area Applications

- a. Minor (up to 5,000 gallons per day): \$100.00
- b. Major (greater than 5,000 gallons per day): \$500.00

*Note: There shall be no charge for expansions involving the addition of an individual residential property to an existing service area.

12. Stormwater Management and Sediment & Erosion Control:

- a. Waiver requests: ~~\$75.00~~ **\$100.00.**
- b. Sediment and erosion control inspection fee for single-family dwellings: ~~\$50.00~~ **\$100.00.**
- c. Sediment and erosion control inspection fee for timber harvests: \$100.00.
- d. Stormwater management and sediment and erosion control permits (with devices, structures, or the like): \$350.00 base fee, plus \$15.00 per acre over 5 acres.
- e. Stormwater management and sediment and erosion control permits for clearing, grading and filling (no devices, structures or other items): \$200.00 base fee, plus \$15.00 per acre over 5 acres.
- f. Stormwater management and sediment and erosion control permit revision fee: \$50.00.

- g. Reinspection Fee: ~~\$50.00~~ **\$100.00** per occurrence.

D. General Permits.

1. Electrical Permits: \$25.00.
2. Plumbing Permits:
 - a. Administrative Fees (per permit issued)
 1. Mobile Homes (Manufactured Housing): \$25.00
 2. Modular Homes (Certified State Inspected): \$25.00
 3. Stick-built Homes: \$25.00
 4. Multi-Unit Buildings (Condo, Townhouse, Motel): \$100.00
 5. Commercial Units (Shopping Centers, Banks, Restaurants, Offices, etc.): \$100.00
 6. Back Flow Preventer Only: \$50.00
 - b. Inspection Fees (per unit)
 1. Mobile Homes (Manufactured Housing): \$40.00
 2. Modular Homes (Certified State Inspected): \$75.00
 3. Stick-built Homes: \$125.00
 4. Multi-Unit Buildings (Condo, Townhouse, Motel): \$125.00
 5. Commercial Units (Shopping Centers, Banks, Restaurants, Offices, etc.): \$125.00
 6. Back Flow Preventer Only: ~~\$40.00~~ **\$65.00**
 7. Per fixture (over 5): \$5.00 **Residential**
 8. **Per fixture (over 5): \$15.00 Commercial**
 - c. Modification, Remodeling and Alteration Fees (Fixture Unit Count of Eight or Less)
 1. Administrative Fee: \$25.00
 2. Inspection Fee: \$75.00
 - d. Reinspection Fee: \$50.00 per inspection
 - e. Investigative Fee (beginning work without a permit): \$50.00 per hour
 - f. Gas Permits:
 1. Gas Permit: ~~\$40.00~~ **\$60.00**
 2. Administrative Fee: \$25.00
 3. Each Additional Appliance (over 3): ~~\$5.00~~ **\$10.00**
 - g. Plumbing Plan Review (Commercial)
 1. Up to 10,000 square feet: \$125.00
 2. Greater than 10,000 square feet: \$250.00
 3. Changes, additions, revisions to approved plans: \$50.00 per hour of review time
 - * Note: minimum charge of one-half hour re-review time
 - h. Rebuild of sewer cleanout reinspection/remobilization: \$100.00
3. Shoreline Construction Activity:
 - a. Minor application review fee (less than eight feet channelward): \$150.00
 - b. Major application review fee (greater than eight feet channelward): \$300.00.
 - c. Shoreline construction permit: \$150.00
 - d. Shoreline construction permit revision: \$50.00

E. Miscellaneous Permits and Licenses.

1. Rental License permit:

<u>Use of Structure</u>	<u>Annual Fee</u>
a. Short term rental properties	\$200 per unit
b. Mobile Home Park	\$200 per lot, site or unit
c. Hotel, Motel or Campground	\$5.00 per room or site, minimum of \$250
d. Bed and Breakfast Establishments	\$200 per establishment
e. Keeping of roomers or boarders	\$100 per home
f. Dwelling unit rentals greater than 28 days (Year-round or seasonal rentals)	\$50 per dwelling unit
g. Group homes and assisted living facilities where all units are owned by a single business entity operating the facility	\$250 per establishment
h. Group homes and assisted living facilities where units are individually owned and rented	\$100 per unit
i. License modifications with no change in class of license	\$50
j. License modifications with change in class of license	\$50 plus incremental difference in class fee
k. License modifications for additional units, rooms or sites	\$50 plus \$5.00 per additional unit, room or site
l. Any use or structure not specifically stated herein	Fee for the most similar use or structure as determined by the Department

2. Gaming (raffle) permit: \$25.00.

3. Roadside stand license: \$25.00

4. Bingo:

a. Annual license: \$100.00

b. Temporary license: \$25.00

5. Coin operated machine licenses:

a. Claw machines, shuffleboard, mechanical bowling machines, single-coin pinball machines, electronic video games or any other similar public amusement device requiring insertion of a coin or token and the result of whose operation depends in whole or in part upon the skill of the operator: \$30.00 each.

b. Arcades:

1. 42 to 100 machines: \$1,250.00.

2. 101 to 150 machines: \$1,750.00.

3. 151 to 200 machines: \$2,250.00.

4. 201 or more machines: \$2,750.00.

c. Music boxes: \$30.00.

d. Vending machines:

1. 5¢ to 24¢ articles: \$20.00.

2. 25¢ to 49¢ articles: \$25.00.

3. Article 50¢ and over: \$30.00.

e. Cigarette machines: \$75.00.

BE IT FURTHER RESOLVED that any other license or permit fee not enumerated above shall be in the amount presently in effect.

NOW, THEREFORE, BE IT FURTHER RESOLVED that this Resolution shall take effect July 1, 2024.

PASSED AND ADOPTED this 18th day of June, 2024.

ATTEST:

WORCESTER COUNTY COMMISSIONERS

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

Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Caryn G. Abbott, Commissioner

Theodore J. Elder, Commissioner

Eric J. Fiori, Commissioner

Joseph M. Mitrecic, Commissioner

Diana Purnell, Commissioner



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

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
DATE: June 11, 2024
SUBJECT: FY2025 Program Open Space Annual Program

The Worcester County FY2025 Program Open Space Annual Program is enclosed for your review. Each year, to qualify to receive POS funding, the local governing body must have its Program Open Space Annual Program submitted by July 1 in order to be reviewed by the Department of Planning and reviewed and approved by the Department of Natural Resources.

The enclosed POS Annual Program is a request for fiscal year 2025. The POS Annual Program is not a funding commitment and this plan can be amended. It is a living document and can be added to throughout the year if other projects come up. The state requires that projects which a county desires to complete during the current fiscal year be included in the Program Open Space Annual Program.

Upon your approval, the FY2024 Program Open Space Annual Program will be submitted to our Local Grants Administrator with the Department of Natural Resources. Once approved, individual applications for the projects can be submitted.

cc: Lisa Gebhardt, Recreation Facility Superintendent
Jacob Stephens, Parks Superintendent

PART 1 – INTRODUCTION

The Worcester County Department of Recreation & Parks is designated by the Worcester County Commissioners to administer the Maryland Department of Natural Resources Program Open Space.

The Annual Program is consistent with the goals established in the 2022 Worcester County Land Preservation, Parks and Recreation Plan. All projects were presented and approved by the Recreation & Parks Advisory Committee (May 23, 2024). *The Annual Program was then presented and approved by Worcester County Administration and Worcester County Commissioners (June 18, 2024).*

Worcester County's priorities over the next five years, as determined by the 2022 Worcester County Land Preservation, Parks and Recreation Plan, will be the acquisition and development of additional recreational lands in the northern part of the county, as well as an emphasis on the modernizing and updating of existing facilities.

The project selection process is based on the following criteria:

- The 2022 Land Preservation Parks and Recreation Plan
- Recreation Facilities and Parks in Growth Areas
- Park User / Citizen needs survey
- Useful life, previous POS project application date
- Recreation & Parks Advisory Board recommendations
- Distribution of available funds to benefit all communities, County-wide
- Recreation & Parks Contributions to Economic Growth

PART 2 - 2025 ACQUISITION PROJECT

Berlin Lions Club Acquisition Project:

The proposed project consists of the acquisition of approximately 6 acres of property located next to the county owned Northern Worcester Athletic Complex in Berlin, Maryland. The property is located off Rt. 113. The additional 6 acres to be purchased is comprised of undeveloped land that adjoins the 12-acre parcel that Worcester County recently purchased from the Berlin Lions Club. The proposed property is currently farmland that will be used to expand ball fields and parking.

PART 3 – 2025 DEVELOPMENT PROJECTS

Northern Worcester Athletic Complex- Lions Club Development- Berlin, Maryland

1. This proposed project will follow the completed acquisition of the Berlin Lion's Club that adjoins Northern Worcester Athletic Complex. The current Berlin Lion's Club property has 6 baseball/softball fields and a permanent concession stand. The baseball/softball fields need numerous repairs and or replacements. The project being requested will be to hire an engineering firm to master plan the entire facility to include baseball/softball fields, trails, playgrounds, site amenities, and other recreation features. Once master planned, development

of the recommended plan will take place to include any and all recreation and site amenities needed.

Showell Park Playground Replacement- Berlin, Maryland

2. This proposed project includes the replacement of a playground at Showell Park. Two playgrounds located at Showell Park are 20 years old and are at the end of their usable life, without significant repairs. The project will include replacing these playgrounds with one larger, fully inclusive playground with different surfacing. In addition to the playground, we would like to install drainage and site amenities to include trash cans, benches, swings, etc. The elimination of the 2nd playground will allow for future parking opportunities and other park amenities.

Northern Worcester Athletic Complex Bathroom and Concession Upgrades- Berlin, Maryland

3. The proposed project includes the renovation and repairs of the bathroom and concession facility located at Northern Worcester Athletic Complex. The building has not been upgraded since it was built in 2004. Repairs include replacement of the roof for the concession stand and pavilion, bathroom renovations, concession renovations as well as any plumbing, electrical, or masonry work needed to revitalize the space. This facility and park are getting used at a much higher rate than when originally constructed over 20 years ago. The increased number of tournaments and league play contribute to the higher use.

Homer Gudelsky Rip Rap Replacement/Repair – West Ocean City, Maryland

4. The proposed project includes installing filter cloth and additional rip rap to the east side of the beach. Additional sand will be added to the beach area as necessary. This project is necessary to continue providing adequate water and beach access in Worcester County.

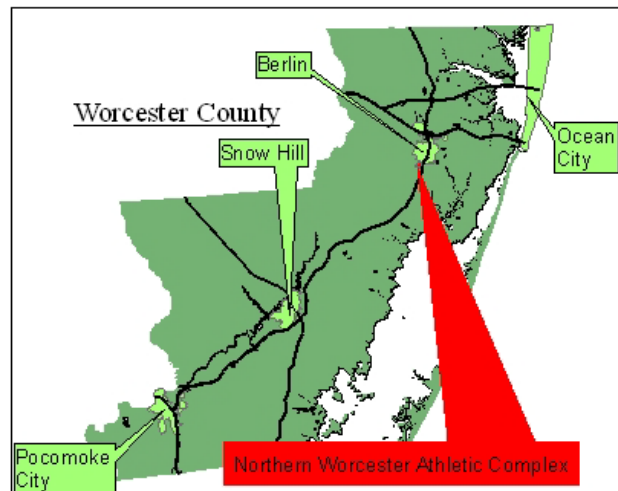
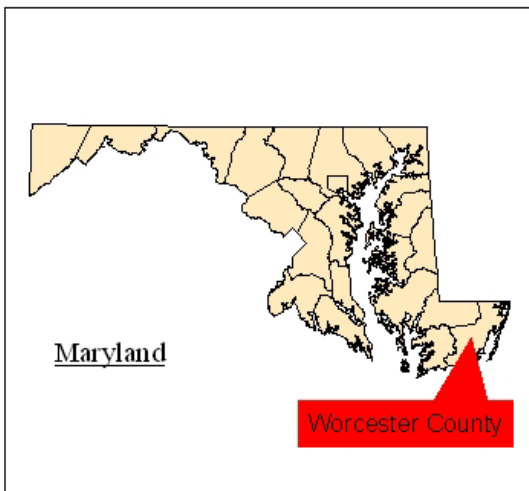
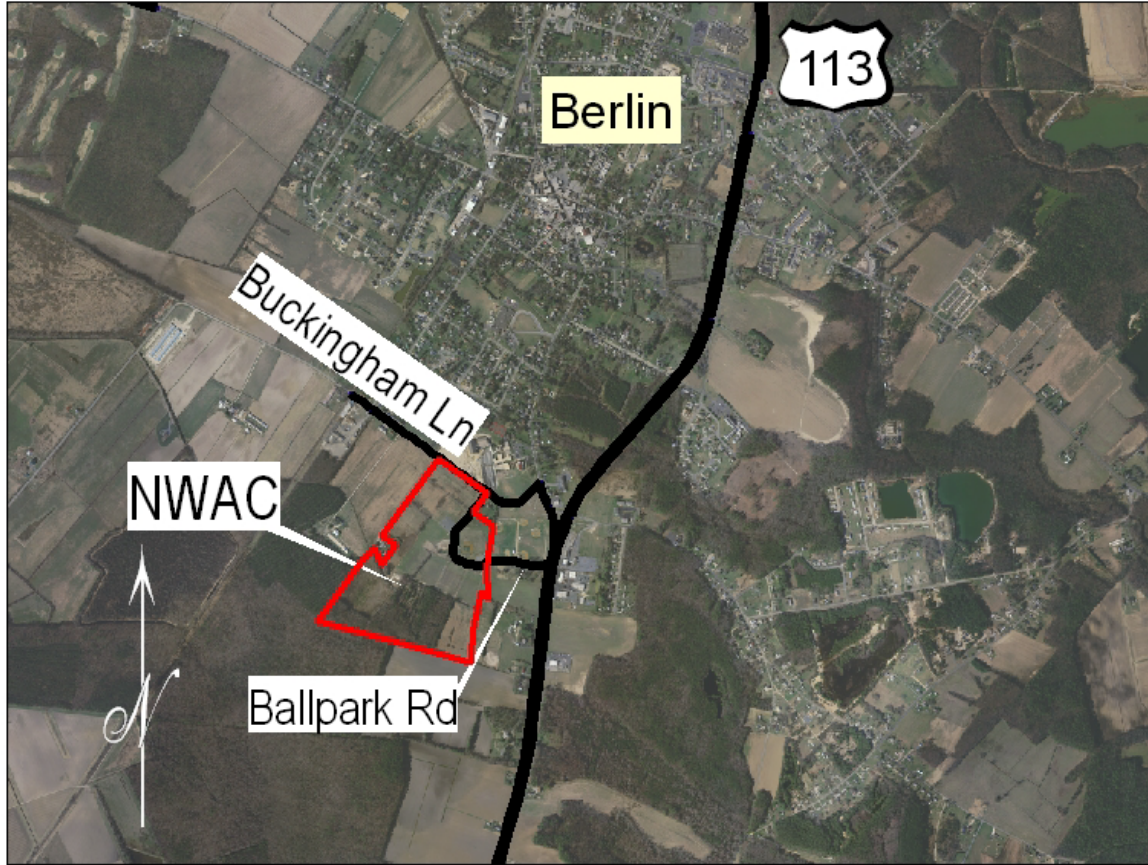
**PROGRAM OPEN SPACE
ANNUAL PROGRAM FOR ACQUISITION
FISCAL YEAR 2025**

Sponsor	<u>Project Name, Project Description</u>	Acreage			Source of Funds for Annual Program Only			
		Existing	Ultimate	Project	Total	Local	State (POS Local Funds)	Federal
County	Berlin Lions Club Property, Berlin, MD.	0	18	6	\$500,000		\$500,000	
					\$500,000		\$500,000	

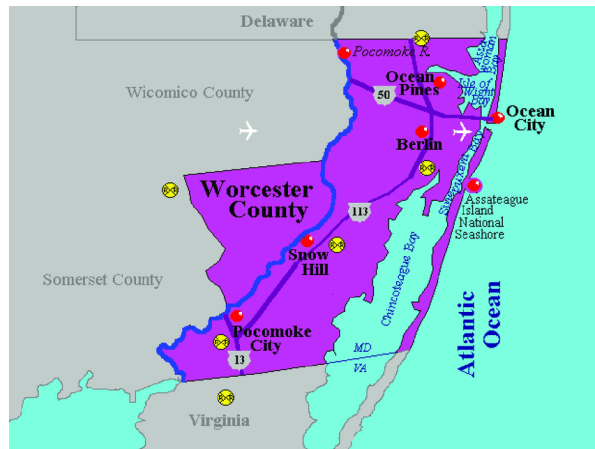
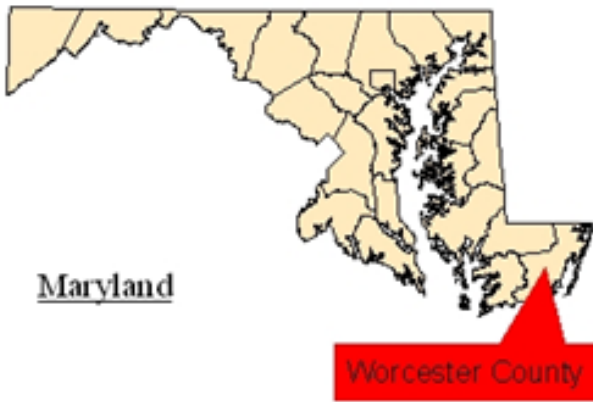
**PROGRAM OPEN SPACE
ANNUAL PROGRAM FOR DEVELOPMENT
FISCAL YEAR 2025**

Sponsor	Project Name, Project Description	Acreage			Source of Funds for Annual Program Only			
		Existing	Ultimate	Project	Total	Local	State (POS Local Funds)	Federal
County	Northern Worcester Athletic Club- Lion's Club Development	0	18	18	\$100,000	\$10,000	\$90,000	
County	Showell Park – Playground Replacement	21	21	21	\$500,000	\$50,000	\$450,000	
County	Northern Worcester Athletic Complex – Restroom & Concession Upgrades	76	76	76	\$200,000	\$20,000	\$180,000	
County	Homer Gudelsky – Rip Rap Replacement/Repair	.97	.97	.97	\$50,000	\$5,000	\$45,000	
					\$850,000	\$85,000	\$765,000	

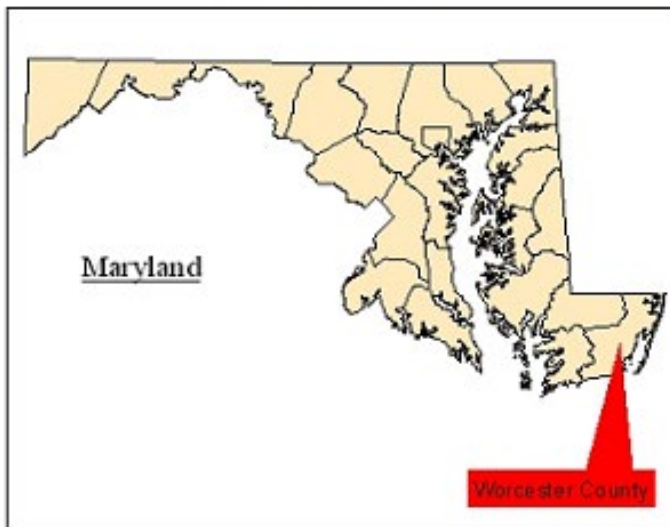
Maryland Department of Natural Resources
Program Open Space
NORTHERN WORCESTER ATHLETIC COMPLEX
SPM 32, Parcel 276
76 Acres



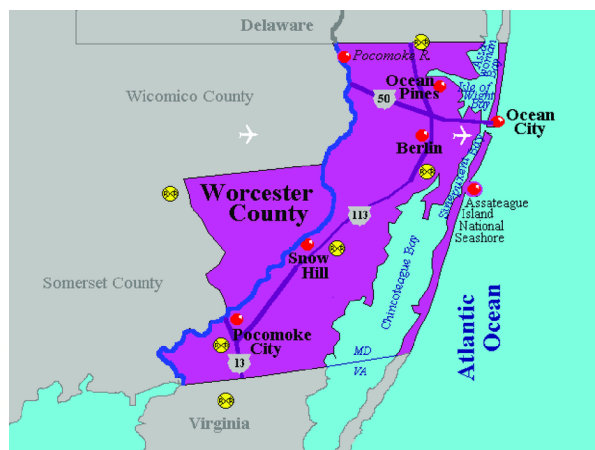
Maryland Department of Natural Resources
Program Open Space
Berlin Lion's Club



Maryland Department of Natural Resources
Program Open Space
SHOWELL PARK
SPM 15, Parcel 220
21 ACRES



Maryland Department of Natural Resources
Program Open Space
Homer Gudelsky Park





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

June 7, 2024

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

President Bertino – You have Three (3) positions open:

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- Maria C- Lawrence – Term Ending Dec. 2023 – Housing Review Board
- Judith Giffin – Resigned - Commission for Women

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

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

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

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

- Bill Paul – Term Expiring Dec. 2023 – Building Code Appeals Board

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)

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

2- Previously Expired Terms - **Mark Wittmyer At-Large -Suggested Replacement. Expired Term** David Massey (At-Large-Business O.P.),

(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), Judith Giffin - (Bertino)

ADULT PUBLIC GUARDIANSHIP BOARD

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

Appointed by: County Commissioners

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

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

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

Meetings: Semi-annually

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

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

Current Members:

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

* = Appointed to fill an unexpired term

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

Appointed by: County Commissioners

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

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

Compensation: None - Expense Reimbursement as provided by County Commissioners

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

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

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

Current Members:

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

Prior Members: Since 2000

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

*= Initial terms staggered

BUILDING CODE APPEALS BOARD

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

Appointed by: County Commissioners

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

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

Compensation: \$100 per meeting (by policy)

Meetings: As Needed

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

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

Current Members:

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

Prior Members:

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

* = Appointed to fill an unexpired term

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: As Necessary

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

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

Current Members:

<u>Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
	<u>At-Large Members</u>	
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20, 20-24 - deceased
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	21-25
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18-22-26
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18-22-26
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (adv)-14-18-22-26
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19-23-27
Mimi Dean	Substance Abuse Prevention Provider	*18-19-23-27
Michael Trader	Knowledgeable on Substance Abuse Issues	23-27

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

Advisory Members

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

HOUSING REVIEW BOARD

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

Function: Regulatory/Advisory
To decide on appeals of code official's actions regarding the Rental Housing Code. Decide on variances to the Rental Housing Code. Review Housing Assistance Programs.

Number/Term 7/3-year terms
Terms expire December 31st

Compensation: \$100 per meeting (policy)

Meetings: As Needed

Special Provisions: Immediate removal by Commissioners for failure to attend meetings.

Staff Support: Development Review & Permitting Department
Davida Washington, Housing Program Administrator - 410-632-1200

Ext: 1171

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
Maria Campione-Lawrence	D-5, Bertino	Ocean Pines	*22-23
Felicia Green	D-2, Purnell	Ocean Pines	*21-24
Keri-Ann F. Byrd	D-1, Abbott	Pocomoke	22-25
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16-19-22-25
Don Furbay	D-3, Fiori	W. Ocean City	23-26
Charlie Murphy	D-7, Mitrecic	Ocean City	*23-26
Scott Tingle	D-4, Elder	Snow Hill	14-17-20-23-26

Prior Members:

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

* = Appointed to fill an unexpired term

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

ITEM 18

Reference: Subsection 9-1A-31(c) - State Government Article, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Review and comment on the multi-year plan for the expenditure of the local impact grant funds from video lottery facility proceeds for specified public services and improvements; Advise the County on the impact of the video lottery facility on the communities and the needs and priorities of the communities in the immediate proximity to the facility.

Number/Term: 15/4-year terms; Terms Expire December 31

Compensation: None

Meetings: At least semi-annually

Special Provisions: Membership to include State Delegation (or their designee); one representative of the Ocean Downs Video Lottery Facility, seven residents of communities in immediate proximity to Ocean Downs, and four business or institution representatives located in immediate proximity to Ocean Downs.

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194
Roscoe Leslie, County Attorney, 410-632-1194

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
David Massey ^c	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Jones	Ocean Downs Casino	Ocean Downs Casino	23-indefinite
Mary Beth Carozza	Indefinite	Maryland Senator	14-indefinite
Wayne A. Hartman	Indefinite	Maryland Delegate	18-indefinite
Charles Otto	Indefinite	Maryland Delegate	14-indefinite
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Kerrie Bunting	Dist. 4 - Elder	Resident - Snow Hill	*22-24
Mayor Rick Meehan ^c	At-Large	Business - Ocean City	*09-12-16-20-24
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21, 21-25
Matt Gordon	Dist. 1 – Abbott	Resident - Pocomoke	19-22, 22-26
Ivy Wells	Dist. 3 - Church	Resident - Berlin	22-26
Cam Bunting ^c	At-Large	Business - Berlin	*09-10-14-18-22-26
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19-23-27
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19-23-27

Prior Members:

J. Lowell Stoltzfus ^c (09-10)
 Mark Wittmyer ^c (09-11)
 John Salm ^c (09-12)
 Mike Pruitt ^c (09-12)
 Norman H. Conway ^c (09-14)
 Michael McDermott (10-14)
 Diana Purnell ^c (09-14)
 Linda Dearing (11-15)
 Todd Ferrante ^c (09-16)

Since 2009

Joe Cavilla (12-17)
 James N. Mathias, Jr. ^c (09-18)
 Ron Taylor ^c (09-14)
 James Rosenberg (09-19)
 Rod Murray ^c (*09-19)
 Gary Weber (*19-21)

Charlie Dorman (12-19)
 Gee Williams (09-21)
 Bobbi Sample (17-23)

* = Appointed to fill an unexpired term/initial terms staggered
^c = 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 ^C	Bay Vista I	05-10-14-18, 18-22 (deceased)
Joseph Weitzell	Mystic Harbour	05-11-15-19, 19-23 (deceased)
Bruce Burns	Deer Point	19-23 (deceased)
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24
Stan Cygam	Whispering Woods	*18-20, 20-24
Matthew Kraeuter	Ocean Reef	*19-22, 23-27

Prior Members: (Since 2005)

John Pinnero ^C (05-06)	Carol Ann Beres (14-18)
Brandon Phillips ^C (05-06)	Bob Hunt (*06-19)
William Bradshaw ^C (05-08)	
Buddy Jones (06-08)	
Lee Trice ^C (05-10)	
W. Charles Friesen ^C (05-13)	
Alma Seidel (08-14)	
Gerri Moler (08-16)	
Mary Martinez (16-18)	

^C = Charter member - Initial Terms Staggered in 2005
* = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL
WEST OCEAN CITY SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

Function: Advisory
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 5/4-year terms
Terms Expire December 31

Compensation: \$100.00/Meeting

Meetings: Monthly

Special Provisions: Must be residents/ratepayers of West Ocean City Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
Chris Clasing - (410-641-5251)

Current Members:

<u>Member's Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>
Keith Swanton	West Ocean City	13-17, 17-21
Deborah Maphis	West Ocean City	95-99-03-07-11-15-19, 19-23
Gail Fowler	West Ocean City	99-03-07-11-15-19, 19-23
Blake Haley	West Ocean City	*19-20, 20-24
Todd Ferrante	West Ocean City	13-17-21-25

Prior Members: (Since 1993)

Eleanor Kelly^c (93-96) Andrew Delcorro (*14-19)

John Mick^c (93-95)

Frank Gunion^c (93-96)

Carolyn Cummins (95-99)

Roger Horth (96-04)

Whaley Brittingham^c (93-13)

Ralph Giove^c (93-14)

Chris Smack (04-14)

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3rd Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

Special Provisions: 7 district members, one from each Commissioner District
 4 At-large members, nominations from women’s organizations & citizens
 4 Ex-Officio members, one each from the following departments: Social Services, Health & Mental Hygiene, Board of Education, Public Safety
 No member shall serve more than six consecutive years

Contact: Coleen Colson, Chair and , Laura Morrison, Co-Chair
 Worcester County Commission for Women - P.O. Box 211, Snow Hill, MD 21863

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Elizabeth Rodier	D-3, Fiori	Bishopville	18-21(Resigned)
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 Resigned
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
Susan Ostrowski	D-6, Bunting	Berlin	24-27

Prior Members: Since 1995

Ellen Pilchard ^c (95-97)	Bonnie Platter (98-00)	Vyoletus Ayres (98-03)
Helen Henson ^c (95-97)	Marie Velong ^c (95-99)	Terri Taylor (01-03)
Barbara Beaubien ^c (95-97)	Carole P. Voss (98-00)	Christine Selzer (03)
Sandy Wilkinson ^c (95-97)	Martha Bennett (97-00)	Linda C. Busick (00-03)
Helen Fisher ^c (95-98)	Patricia Ilezuk-Lavanceau (98-99)	Gloria Bassich (98-03)
Bernard Bond ^c (95-98)	Lil Wilkinson (00-01)	Carolyn Porter (01-04)
Jo Campbell ^c (95-98)	Diana Purnell ^c (95-01)	Martha Pusey (97-03)
Karen Holck ^c (95-98)	Colleen McGuire (99-01)	Teole Brittingham (97-04)
Judy Boggs ^c (95-98)	Wendy Boggs McGill (00-02)	Catherine W. Stevens (02-04)
Mary Elizabeth Fears ^c (95-98)	Lynne Boyd (98-01)	Hattie Beckwith (00-04)
Pamela McCabe ^c (95-98)	Barbara Trader ^c (95-02)	Mary Ann Bennett (98-04)
Teresa Hammerbacher ^c (95-98)	Heather Cook (01-02)	Rita Vaeth (03-04)

* = Appointed to fill an unexpired term

^c = Charter member



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

TO: The Salisbury Daily Times and OC Today Dispatch Group
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: June 12, 2024
SUBJECT: Worcester County Public Hearing Notice

Please print the attached Public Hearing Notices in The Salisbury Daily Times and Ocean City Digest/OC Today Dispatch on May 23, 2024 and May 30, 2024. Thank you.

NOTICE OF INTRODUCTION OF BILL 24-03
WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 24-03 (Zoning – Farm-based slaughterhouses) was introduced by Commissioners Abbott, Bertino, Bunting, Elder, Fiori, and Purnell on May 7, 2024.

A fair summary of the bill is as follows:

§ ZS 1-201(c)(34). (Adds a special exception use for the use of a structure for the slaughtering and processing of livestock raised or maintained on the farm, excluding rendering plants or facilities, not to exceed six hundred square feet in gross floor area.)

A Public Hearing

will be held on Bill 24-03 at the Commissioners’ Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland on Tuesday, June 18, 2024 at 10:30 a.m.

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, is available for public inspection in Room 1103 of the Worcester County Government Center once County Government Offices are opened to the public. In the interim, a full copy of the bill is available on the County Website at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS

Introduced by:
Commissioners Abbott, Bertino,
Bunting, Elder, Fiori, and 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, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: April 25, 2024
Re: Planning Commission Recommendation – Add a new subsection §ZS 1-201(c)(34) –
Farm-based Slaughterhouses in the A-1 Agricultural District

On April 4, 2024, the Planning Commission reviewed the proposed text amendment submitted by Mr. Mark Cropper, on behalf of his client Bob Ewell, to add a special exception use to the A-1 Agricultural District for a slaughterhouse no larger than 600 square feet in gross floor area, provided it is on a farm where the livestock are raised or maintained. Following the discussion, the board gave a favorable recommendation. A copy of the draft bill is attached for your consideration.

At this time, I am requesting that the item be scheduled for the County Commissioner’s consideration for introduction at an upcoming meeting. If at least one County Commissioner introduces the amendment as a bill, then a public hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

PLANNING COMMISSION DISCUSSION

Mr. Mark Cropper, Mr. Bob Ewell, Mr. Rod Ewell and Greg Wilkens, surveyor, were present for the review. Mr. Cropper inquired of Mr. Bob Ewell how long he has raised cattle, which was 65 years, with 30 of those being on the specific property where they are seeking a slaughter facility. They have always maintained cattle on the farm (12 months out of the year), and they have slaughtered some of his own cattle for personal use. The remainder is required to be transported to another state to be slaughtered and returned. Messrs. Ewell recently opened a roadside stand on US Route 113 (Worcester Highway), just north of Croppers Island Road. They also sell custom cut beef which is from Mr. Bob Ewell’s cattle raised on his farm. The purpose of the text amendment is to eliminate the transportation of cattle to the slaughter facility and conduct the slaughtering activity in a way that is minimally disturbing and offensive to his neighbors on Croppers Island Road.

Mr. Cropper read the specific standards for the proposed text amendment. He noted that the significant setbacks and separation distance were to ensure to the Planning Commission, County Commissioners, and the neighbors that the use will be so far away from other uses along Croppers Island Road, it won’t be seen or heard; “out of sight out of mind”. Should the County Commissioners look favorably upon amendment, Mr. Ewell would have a refrigerated pickup truck deliver meat from slaughter facility to the roadside stand once per week.

Submitted as Applicant's Exhibit No. 1 was a three-page document outlining Friesla's Modular Meat Harvest Unit. Mr. Cropper stated that a cow walks in, the door is shut, and steaks come out the other end. The neighbors won't smell it, hear it, or know it is even happening. The proposed unit would be a total of 600 square feet, which is only a small portion of the generic building rendering in the exhibit. While this is proposed for the A-1 Agricultural District, Mr. Cropper noted that he recommended including it in the A-2 Agricultural District as well, as referenced in Ms. Tremblay's staff comments.

Submitted as Applicant's Exhibit No. 2 was a Google aerial photograph of the subject property. Mr. Wilkens identified the proposed location of the slaughterhouse, listed the proposed setbacks, and stated that it was over 1,500 feet from the facility to an adjoining dwelling. The building would not be visible from Croppers Island Road.

Submitted as Applicant's Exhibit No. 3 was an estimated annual cost (\$34,000) to have cows slaughtered off-site in Conowingo, Maryland. Mr. Cropper stated that is an agricultural use on agricultural land and asked that the Planning Commission give it a favorable recommendation.

The Planning Commission inquired about the process involved. Mr. Rod Ewell stated that if approved, on the day of slaughter, the facility will have a USDA certified inspector who is required to be on-site to inspect all aspects of the process. Darling International will pick up the remaining materials, and no waste will be processed on the farm. Mr. Cropper stated that the amendment is proposed as a special exception, therefore even if County Commissioners were to look favorable upon it, Messrs. Ewell would still need Board of Zoning Appeals approval of the use on this specific property. Mr. Barbierri noted that staff had provided copies of the public comments that were sent in and they are part of the record.

Mrs. Wimbrow asked how the cows were killed, which was by a stun gun. While she was initially against the use, she grew up on a farm, and is familiar with the general process. While she had reservations, she felt slightly better by the special exception process. Mr. Church stated that he was reassured that they will hire a professional to take care of the remains. Mr. Barbierri expressed concern that text amendments are applicable county-wide, and the testimony today was primarily geared toward Mr. Ewell's property. Mrs. Knight was concerned about the terminology of a slaughterhouse. She went through the slaughtering process for poultry in Accomack County, and would prefer to have different language used, as "slaughter" has a negative connotation. She stated that in reading all the letters of concern, she found that there was nothing very specific, rather a focus on general environment, water quality, and negative impacts on health and safety. However, individuals did not provide any specific examples of those negative impacts. Ms. Drew noted that large farming equipment already travels the road on a regular basis. She's been to many hog killings, she's a poultry grower, and noted that Messer's. Ewell could construct a poultry or hog farm, both of which would be more impactful than the proposed slaughter facility. Upon inquiry of how many properties could be impacted, staff noted that the 2017 Agricultural Census listed 39 farms, and the recently released 2022 Agricultural Census listed 38 farms. The census did not identify specific property locations, and staff acknowledged that it is only as good as the data reported.

ITEM 19

Mr. Mitchell outlined the comments in his staff report and noted that he does not support the expansion of the use into the A-2 District. He recommended enhanced language for consideration of the special exception, like that provided in the I-2 Heavy Industrial District. Mr. Cropper believes that the Board of Zoning Appeals already has the right to impose additional standards as they deem necessary without such an amendment.

Following the discussion, a motion was made by Mrs. Knight to provide a favorable recommendation on the text amendment with additional language pertaining to the additional measures that the Board of Zoning Appeals may take for the use. Ms. Ott seconded the motion, and the motion carried 5 to 1 with Mr. Barbierri opposed.

cc: Mark Cropper, attorney for the applicant
Matt Laick, Deputy Director
Kristen Tremblay, Zoning Administrator
Roscoe Leslie, County Attorney
file

PLANNING COMMISSION'S RECOMMENDATION

A BILL ENTITLED

AN ACT Concerning

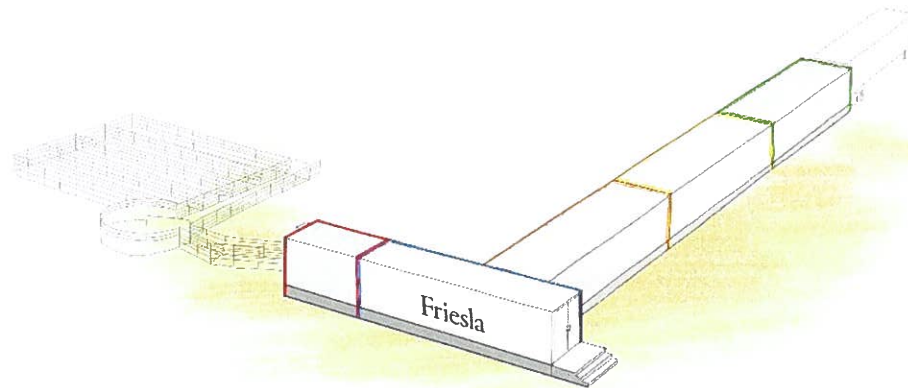
Zoning – Farm-based Slaughterhouses in the A-1 Agricultural District

For the purpose of amending the Zoning and Subdivision Control Article to allow as a special exception use a structure for the slaughtering and processing of livestock raised or maintained on the farm.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-201(c)(34) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § ZS 1-201(c)(35) and a new subsection § ZS 1-201(c)(34) be enacted to read as follows:

- (34) On a farm as defined herein, the use of a structure for the slaughtering and processing of livestock raised or maintained on the farm, excluding rendering plants or facilities, not to exceed six hundred square feet in gross floor area. Minimum lot requirements shall be: lot area, one hundred and forty acres; lot width, two hundred feet; front yard setback, two hundred feet; each side yard setback, two hundred feet; and rear yard setback, two hundred feet. Furthermore, all structures shall be located no less than four hundred feet from any residential structure on an adjacent property or public road, and no variance to this requirement is permitted notwithstanding the provisions of § ZS 1-116(c)(4). THE BOARD OF ZONING APPEALS MAY REQUIRE ADDITIONAL BUFFERS OR SETBACKS TO ADEQUATELY PROTECT THE PUBLIC FROM HAZARD.

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.



* Not proposed
size or layout

Model PS-1

Friesla's Meat Processing System Model PS-1 is a USDA-compliant meat processing system that enables the onsite, start-to-finish production of 75 head of cattle per week. The scalable system includes Friesla's Kill & Bleed Module (10' x 15'—outlined in red), Meat Harvest Unit (10' x 36'—blue), Carcass Cooler (12' x 50'—orange), Cut & Wrap Module (12' x 50'—yellow), and Finished Goods Freezer (12' x 50'—green).

Enables a processing capacity of 75 head of cattle per week.

Modular Meat Harvest Unit

Built with a heavy duty steel frame and rugged aluminum body construction, the Friesla Modular Meat Harvest Unit is built to be transported to your site and set on a concrete pad or footings. Over the past decade, this turnkey, USDA compliant unit — now in its fourth generation of design — has been used to process meat on farms and ranches in the USA, Canada, and South America.

The Modular Meat Harvest Unit's dimensions are typically 50 feet long, 10 feet high (floor to meat rail), and 10 feet wide. Our team of meat industry and regulatory experts design and help you deploy it to maximize efficiency in your meat processing. Once the unit is delivered to your location, simply connect it to on-site water and power to begin harvesting.

Each self-contained modular unit includes a restrainer or knock-box, blood collection tank, hoist and meat rail hanging system, hide puller, water storage, electric water heater, plumbing, drainage, refrigeration, waterproofed electrical, and all other installed equipment required for operation under USDA inspection. The interior's smooth sides and coved edges enable easy cleaning to help prevent bacterial growth.

Carcass Aging Cooler

Between an animal's slaughtering and when it is cut and wrapped, the USDA requires the meat to be chilled to and maintained at a specific temperature to inhibit bacterial growth. Cooling or aging times vary depending on the animals being harvested.

Friesla's Carcass Aging Cooler is a purpose-designed module built for USDA-approved storage and aging of meat prior to cut and wrap. The cooling units are centrally located and circulate air at a low velocity to ensure proper aging of full-length half carcasses.

The large 12-foot-wide by 50-foot-long Carcass Aging Cooler has capacity to hold 50 head or 100 halves of beef. With a high rail design at 10 feet, you can hang full-length half carcasses, eliminating waste when quartering for the aging process. The intricate meat rail system also includes a separate bypass rail for animals that do not require aging.

Capacity can be increased by adding additional Carcass Aging Coolers to the original module. Connect with us to learn more.

Cut and Wrap Module

Friesla's movable Cut and Wrap Module is a purpose-designed, transportable module for cutting and packaging chilled animal carcasses onsite in preparation for distribution.

Whether your animals are slaughtered at a large abattoir or on your farm, the status quo after cooling is to deliver the meat to a separate cut and wrap facility. Surrendering oversight and quality control at this stage disrupts your ownership of the process.

Developed as an integral part of [Friesla's Meat Processing Systems](#), the Cut and Wrap Module is an integral part of the slaughter-to-sale meat processing ecosystem. The module is designed by Friesla's team of butchers, engineers, and compliance consultants to fit your site plan and comply with USDA regulations. When connected with Friesla's Mobile or Modular [Meat Harvest Unit](#) and [Carcass Cooler](#), it enables a seamless, one-stop system that can be expanded as your operations grow.

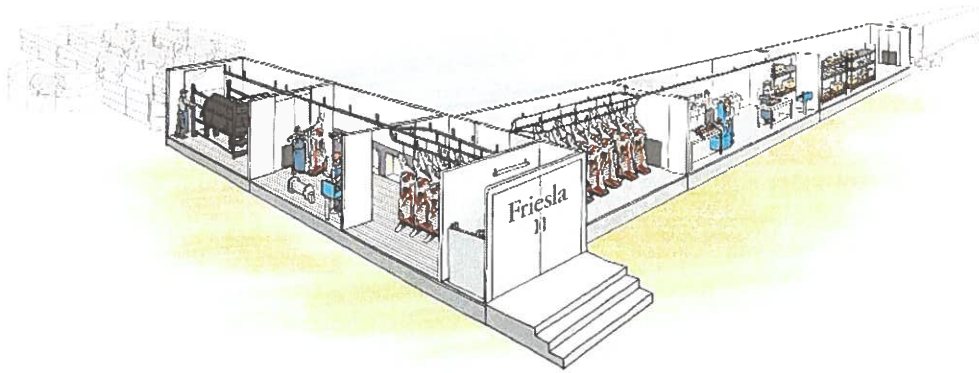
Friesla's purpose-designed Cut and Wrap Module is built in a brand new, modularized format, enabling its durability, economic efficiency, and ease of transportation. The module is equipped with a meat rail hanging system for easy carcass handling, stainless steel tables, bright LED lighting, cooling system, waterproof electrical system, plumbing with hot water, floor drains, and an easy-to-clean floor, walls, and ceiling. Our team will help you decide which processing equipment—such as a band saw, grinder, vacuum packer, etc.—will be needed in your module. At the start and completion of cutting and wrapping, processing personnel can access the Carcass Cooler and [Finished Goods Freezer](#) through insulated doors located at each end of the Cut and Wrap Module, or through an exterior-facing man door.

Finished Goods Freezer

Friesla's Finished Goods Freezer is a high capacity walk-in freezer that interconnects with the Cut and Wrap Module, completing the ecosystem of modular meat processing equipment. Once the meat is cut and wrapped, it is offloaded from the Cut and Wrap Module into the Finished Goods Freezer through an insulated door.

The 12-foot-wide by 50-foot-long unit with a self-contained refrigeration cooling system chills processed meat to freezing temperatures. Options for the freezer include high-capacity racking

which allows pallets or totes to be stored underneath. When the meat is ready for distribution, it is offloaded through the unit's full-swing insulated doors. The costs of Friesla's Finished Goods Freezers vary depending on specifications. Connect with us to learn more.





Yearly Cost of Processing to Conowingo, Maryland

Applicant's
Exhibit
#3

	<u>Per Month</u>	<u>Per Year</u>
<u>Slaughter Fees</u>		
36 steers per year	\$ 3,600.00	\$ 10,800.00
3 x 12 months at \$100/steer slaughter fee		
<u>Transportation</u>		
Mileage - 366 miles		
Lease of refrigerated truck/month	\$ 245.00	\$ 2,940.00
Ford truck and cattle trailer	\$ 490.00	\$ 5,880.00
Hauling to/from processing plant fuel charge	\$ 150.00	\$ 1,800.00
<u>Human Resources</u>		
3 workers per day @ \$25/hour. 14 hours/day	\$ 1,050.00	\$ 12,600.00
Total cost per year		<u><u>\$ 34,020.00</u></u>

We have contacted several USDA-approved processing facilities and this was the closest that would accommodate what we were asking for.

Galvinell Meat Co. Inc
461 Ragan Road
Conowingo, MD 21918

Table 1. County Summary Highlights: 2022 (continued)

[For meaning of abbreviations and symbols, see introductory text.]

Item	Somerset	Talbot	Washington	Wicomico	Worcester
Farms number	244	357	869	384	361
Land in farms acres	63,019	96,228	121,251	69,906	104,121
Average size of farm acres	258	270	140	182	288
Median size of farm acres	78	67	50	41	63
Estimated market value of land and buildings:					
Average per farm dollars	2,053,576	2,493,288	1,209,385	1,390,983	2,374,224
Average per acre dollars	7,951	9,250	8,668	7,641	8,232
Estimated market value of all machinery and equipment \$1,000	56,882	63,748	137,704	89,283	87,166
Average per farm dollars	233,121	178,565	158,463	232,508	241,458
Farms by size:					
1 to 9 acres	18	37	140	56	43
10 to 49 acres	74	126	288	159	114
50 to 179 acres	77	87	253	94	118
180 to 499 acres	44	60	149	35	36
500 to 999 acres	18	21	30	23	30
1,000 acres or more	13	26	9	17	20
Total cropland farms	158	296	655	269	246
..... acres	41,089	78,560	84,464	50,460	75,107
Harvested cropland farms	113	218	592	203	181
..... acres	38,471	73,150	75,410	46,439	69,738
Irrigated land farms	9	33	56	62	35
..... acres	286	5,674	479	14,090	5,323
Market value of agricultural products sold \$1,000	288,475	109,705	167,907	396,840	289,182
Average per farm dollars	1,182,277	307,298	193,219	1,033,437	801,059
Crops, including nursery and greenhouse crops \$1,000	33,789	67,495	55,297	97,962	55,247
Livestock, poultry, and their products \$1,000	254,686	42,210	112,610	298,878	233,935
Farms by value of sales:					
Less than \$2,500	64	118	267	143	122
\$2,500 to \$4,999	8	21	62	23	10
\$5,000 to \$9,999	10	34	102	14	24
\$10,000 to \$24,999	15	26	100	32	47
\$25,000 to \$49,999	15	38	78	31	10
\$50,000 to \$99,999	9	14	65	17	19
\$100,000 or more	123	106	195	124	129
Government payments farms	92	169	161	140	129
..... \$1,000	856	1,470	1,970	1,460	1,115
Total income from farm-related sources farms	127	152	337	133	155
..... \$1,000	2,290	3,731	6,647	1,560	5,356
Total farm production expenses \$1,000	210,947	77,643	123,537	286,252	199,427
Average per farm dollars	864,537	217,486	142,160	745,449	552,430
Net cash farm income of the operations farms	244	357	869	384	361
..... \$1,000	80,674	37,264	52,987	113,607	96,226
Average per farm dollars	330,633	104,380	60,975	295,852	266,555
Livestock and poultry:					
Cattle and calves inventory farms	12	22	393	25	21
..... number	334	982	36,191	598	394
Beef cows farms	11	17	266	21	17
..... number	177	216	7,068	330	(D)
Milk cows farms	-	3	94	-	2
..... number	-	311	10,815	-	(D)
Cattle and calves sold farms	7	10	343	12	15
..... number	124	344	19,341	258	113
Hogs and pigs inventory farms	-	2	36	6	13
..... number	-	(D)	3,497	59	546
Hogs and pigs sold farms	-	2	22	3	13
..... number	-	(D)	5,222	(D)	426
Sheep and lambs inventory farms	6	25	81	7	4
..... number	127	615	3,551	(D)	448
Layers inventory farms	10	26	165	27	19
..... number	7,224	1,276	(D)	655	(D)
Broilers and other meat-type chickens sold farms	90	23	13	85	71
..... number	43,310,068	7,125,165	1,681	49,917,462	44,436,121
Selected crops harvested:					
Corn for grain farms	59	96	212	85	91
..... acres	15,573	28,914	17,619	16,692	30,033
..... bushels	2,210,247	4,593,659	2,915,399	2,358,051	4,642,243
Corn for silage or greenchop farms	-	4	76	1	-
..... acres	-	(D)	5,359	(D)	-
..... tons	-	(D)	109,539	(D)	-
Wheat for grain, all farms	36	65	126	29	25
..... acres	7,682	14,038	8,884	2,142	5,190
..... bushels	603,219	994,266	708,729	96,571	286,818
Other spring wheat for grain farms	3	-	1	1	-
..... acres	30	-	(D)	(D)	-
..... bushels	270	-	(D)	(D)	-
Winter wheat for grain farms	33	65	125	29	25
..... acres	7,652	14,038	(D)	(D)	5,190
..... bushels	602,949	994,266	(D)	(D)	286,818
Oats for grain farms	1	1	3	3	-
..... acres	(D)	(D)	21	224	-
..... bushels	(D)	(D)	1,038	(D)	-
Barley for grain farms	1	4	52	3	1
..... acres	(D)	819	2,107	(D)	(D)
..... bushels	(D)	(D)	173,292	(D)	(D)

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--continued

MEMORANDUM

To: Worcester County Planning Commission
From: Jennifer Keener, AICP, Director
Date: March 26, 2024
Re: Text Amendment Application – Add a new subsection §ZS 1-201(c)(34) – Farm-based Slaughterhouses in the A-1 Agricultural District

Mark Cropper, on behalf of his client Bob Ewell, has submitted a text amendment application to add a special exception use to the A-1 Agricultural District for a slaughterhouse no larger than 600 square feet in gross floor area, provided it is on a farm where the livestock are raised or maintained. A copy of the draft bill language is attached for your consideration.

As is the case with all text amendment applications, the application was distributed to staff for review and comment. The Planning Commission shall review the request and make a recommendation to the Worcester County Commissioners (favorable or unfavorable) and can make recommendations for changes to the proposed language. If at least one County Commissioner introduces the amendment as a bill, then a public hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

BACKGROUND

Agriculture is a permitted use in the A-1 Agricultural District, and the definition includes the raising of livestock for sale. However, the slaughtering of livestock is only allowed as a special exception in the I-2 Heavy Industrial District (map attached). As drafted, the amendment would only permit the slaughtering of livestock raised on the farm property where the activity is to occur. It would not allow the livestock from other farms, nor would it allow any rendering activities to be conducted on-site.

DISCUSSION

As some of you may recall, the applicant submitted a similar request in 2022 for a slaughterhouse to be accessory to a roadside stand. Staff were not supportive of the accessory use and recommended several other revisions to the proposed language. Ultimately, that amendment was withdrawn. The current amendment is being proposed as a special exception in the A-1 District which would require review of a specific application before the Board of Zoning Appeals before any use can be permitted.

As referenced in the attached memo from Mr. Bob Mitchell, Director, Department of Environmental Programs, slaughterhouses are highly regulated by the U.S. Department of Agriculture (USDA) Food

Safety and Inspection Service. A July 2018 report listed 17 commercial livestock slaughterhouses in the state of Maryland, with the closest location being in Queen Anne’s County (attached). Another facility is in Dover, Delaware. The scale of these facilities is much different than the current request, as Ms. Kristen Tremblay, AICP, Zoning Administrator, points out in her memo by comparing the Tyson plant in Temperanceville, Virginia to the proposed 600 square foot limit in the text amendment.

In considering the impact of the use within Worcester County, the 2017 Census of Agriculture states that there are 39 farms in Worcester County that have livestock such as cows, hogs, pigs, sheep and lambs. It is unknown how many of those farms would meet the lot requirements and separation distances proposed within the amendment, or how many would be able to economically support their own processing activities on-site. The quantity of livestock processed would also be dependent upon the type, number and age of livestock maintained on the farm.

The draft language refers to “the use of a structure” for the slaughtering and processing activities. This means that there shall be no outdoor activities occurring with this use, which will help to minimize the potential impacts to adjoining properties. In addition, since rendering facilities are not permitted under this use, any operator will be required to contain all waste products in a proper tank for pick up and disposal at a rendering plant. Mr. Mitchell has provided detailed information on this topic in his memo. He also provides a short discussion on the applicability of the use to conservation easement programs that are regulated by the county.

As a special exception, any specific application before the Board of Zoning Appeals will need to properly address the operational requirements, and show how it “[w]ill not be detrimental to the use, peaceful enjoyment, economic value or development of surrounding properties or surrounding neighborhoods; will cause no objectionable noise, vibration, fumes, odors, dust, glare or physical activity; and will not have a detrimental effect on ground- or surface water quality” as well as “not adversely affect the health, safety, morals, security or general welfare of residents, workers or visitors in the area” (§ ZS 1-116(c)(3)), among other standards. Ms. Tremblay is recommending that language be added to the current amendment to require landscape screening as defined in § ZS 1-322.

Similar zoning provisions can be found in other Maryland jurisdictions:

- Montgomery County: On-farm slaughtering in the agricultural district as an accessory use.
- Carroll County: Slaughterhouses in the agricultural zone by special exception.
- Baltimore County: Slaughterhouses are an “agricultural-support” use in the agricultural zone by special exception.
- Howard County: Slaughtering is an agribusiness conditional use in two rural zones.
- Washington County: “Rural Business” floating zone (public hearing required) designed to support the agricultural industry; allows slaughterhouses as a permitted use.
- Charles County: Slaughterhouses in the agricultural conservation zone by special exception.

RECOMMENDATION

Overall, the staff finds that the proposed language is fairly restrictive in terms of lot requirements and the proposal for a separation distance to adjoining residential structures and the public road. While the use can be considered intensive, the size of the operation is limited by various factors. Any such request will be required to be reviewed by the Board of Zoning Appeals and show that it can provide

adequate infrastructure to support the use and protections for those adjoining property owners who may be affected. As always, I will be available at your upcoming meeting to discuss any questions or concerns that you have regarding the proposed amendment.

cc: Roscoe Leslie, County Attorney
Matt Laick, GISP, Deputy Director
Kristen Tremblay, AICP, Zoning Administrator
file

A BILL ENTITLED

AN ACT Concerning

Zoning – Farm-based Slaughterhouses in the A-1 Agricultural District

For the purpose of amending the Zoning and Subdivision Control Article to allow as a special exception use a structure for the slaughtering and processing of livestock raised or maintained on the farm.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-201(c)(34) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § ZS 1-201(c)(35) and a new subsection § ZS 1-201(c)(34) be enacted to read as follows:

- (34) On a farm as defined herein, the use of a structure for the slaughtering and processing of livestock raised or maintained on the farm, excluding rendering plants or facilities, not to exceed six hundred square feet in gross floor area. Minimum lot requirements shall be: lot area, one hundred and forty acres; lot width, two hundred feet; front yard setback, two hundred feet; each side yard setback, two hundred feet; and rear yard setback, two hundred feet. Furthermore, all structures shall be located no less than four hundred feet from any residential structure on an adjacent property or public road, and no variance to this requirement is permitted notwithstanding the provisions of § ZS 1-116(c)(4).

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.



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Jennifer K. Keener, AICP, Director; Matthew Laick, GISP, Deputy Director
From: Kristen M. Tremblay, AICP, Zoning Administrator
Date: March 20, 2024
Re: Zoning Ordinance Proposed Text Amendment – Text Change §ZS 1-210(c)(34) Farm-based Slaughterhouses in the A-1 Agricultural District.

.....
Thank you for providing me with an opportunity to comment on the proposed text amendment requested by Mr. Mark Cropper, on behalf of his client Bob Ewell.

The proposed text amendment seeks to allow a farm-based slaughterhouse up to 600 square feet in size on the same farm where the cattle are raised. The proposal includes significant setbacks of 200 feet from all property lines, as well as 400 feet from any residential structures on adjacent properties with no variance relief permitted by the Board of Zoning Appeals.

I believe the proposal raises good questions about the types of activities that are held on today’s farms that should be contemplated. As the intensity of agriculture has increased by orders of magnitude from the ‘traditional family farm’ to ‘Big Ag,’ our general perceptions of agriculture have shifted to a much larger view. There is a general trend for some new and old farm owners to return to this once idealized farm size to produce goods for consumption by the health conscious and gourmards; many examples of this can be found when speaking to vendors at local farmer’s markets. The more recent advent of ‘agritourism’ also supports this paradigm shift.

From this request, the proposal’s cap of 600 square feet sets the expectation of size, which is drastically different from what most folks perceive slaughterhouses to be as common knowledge. For example, the Tyson Plant in Temperanceville, Virginia, including rendering facilities, has a footprint approximately 50 acres in size, which equates to 2,178,000 square feet. The impacts of a facility of this size are substantial in comparison to the impacts that could be created by 600 square feet which cannot process nearly as much livestock over time, nor have comparable impacts to a large facility.

The request proposes the amendment to the Special Exceptions section of the A-1 Agricultural Zoning District. As such, any requests for this type of land use would be subject to additional, site-specific review and provide another layer of review to determine any conditions that would be applicable to each property.

While generally supportive of the request due to the small scale proposed, and the implication that this would be managed by ‘family farms’ as opposed to ‘Big Ag,’ if the Commissioners agree, I would also recommend that the text amendment be included in the A-2 Agricultural District as well, as that district has more intensive uses and would also be appropriate to include in the text amendment.

Additionally, I would like to ensure that no waste by-products are processed on site and are taken to a rendering facility off-site.

Lastly, it is my strong recommendation that the area proposed for a slaughterhouse be visually ‘screened’ and not be visible to the public. A fence or evergreen hedge would be appropriate.

‘Screening’ as defined by the code is as follows under Zoning Code Section §ZS1-322(e)(1):

(1) Where the terms "screened," "visually screened," or "densely landscaped" appear in this Title in reference to landscaping for a particular use or structure, such landscaping shall be in accordance with the following provisions:

- A. The vegetation shall be thickly planted and of such species that it will provide a complete visual barrier and thus obscure the use or structure from sight from adjacent properties once the vegetation reaches maturity or within five years, whichever comes first.*
- B. Planting shall be located in such a manner that the vegetation at maturity shall not encroach onto adjacent properties.*

Please let me know if you have any other questions.



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: Jennifer Keener, AICP, Director, DDRP

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

A handwritten signature in blue ink, appearing to be "RJM", is written over the name of the sender.

Subject: **Text Amendment Application**
 Farm-based Slaughterhouses in the A-1 Agricultural District

Date: 3/25/24

Thank you for providing the above referenced text amendment package for our review and comment. This zoning text amendment would allow as a special exception, proposed as Subsection § ZS 1-201(c) (34), the use of structure for the slaughtering and processing of livestock raised or maintained on the farm. It is apparent that the applicant desires more control over the processing of their farm-raised animals as the closest available slaughterhouses will process received livestock in bulk with livestock from other farms. A return of all the processable meat from the applicant's delivered livestock may very well be mixed in with any other animals slaughtered and processed that day at the facility. That is the situation the applicant appears to want to avoid so the meat they provide for sale in their farm stand will be guaranteed to come from the livestock they raise on their farm.

With the exception of dairy products, the processing of red meat is probably the most regulated food in the United States. Since Maryland no longer has a state inspection program to inspect any facilities that slaughter and cut meat for resale, all meat and poultry offered for sale in Maryland must be slaughtered and chilled in a facility inspected by the U.S. Department of Agriculture's Food Safety and Inspection Service (USDA). The Worcester County Environmental Health Department would not inspect or permit the slaughterhouse facility per se, they would be confirming that meat sold in retail operations came from a USDA inspected and approved slaughterhouse as a part of their food service licensing procedures. The processing, packaging, and labeling operations must take place in the USDA approved facility. The processed meat, when transported back to a retail facility, must use a truck with appropriate refrigeration and would need to be maintained at the proper holding temperature.

Currently, slaughterhouses are allowed under special exception in the I-2, Heavy Industrial zoning district under § ZS 1-213 (c) (1). These uses, along with rendering, were most probably originally intended for large poultry processing plants that possessed advanced wastewater treatment and other industrial facilities necessary to support large-scale meat processing operations. The allowed use under that Subtitle also carries a directive that the Board of Zoning Appeals (BZA) shall "require construction and/or additional setbacks to adequately protect the public from hazards." In the proposed text amendment language extending the slaughterhouse use to the A-1 district, the additional setbacks are addressed with large distance requirements for setbacks along with a minimum lot requirement of 140 acres.

The slaughterhouse process for beef includes water usage for carcass washing, process cleanup, and waste conveyance. Blood and offal are usually separated from the wastewater and containerized as they have commodity value for renderers. To get an idea of the volume of water usage needed, a cursory review of available literature

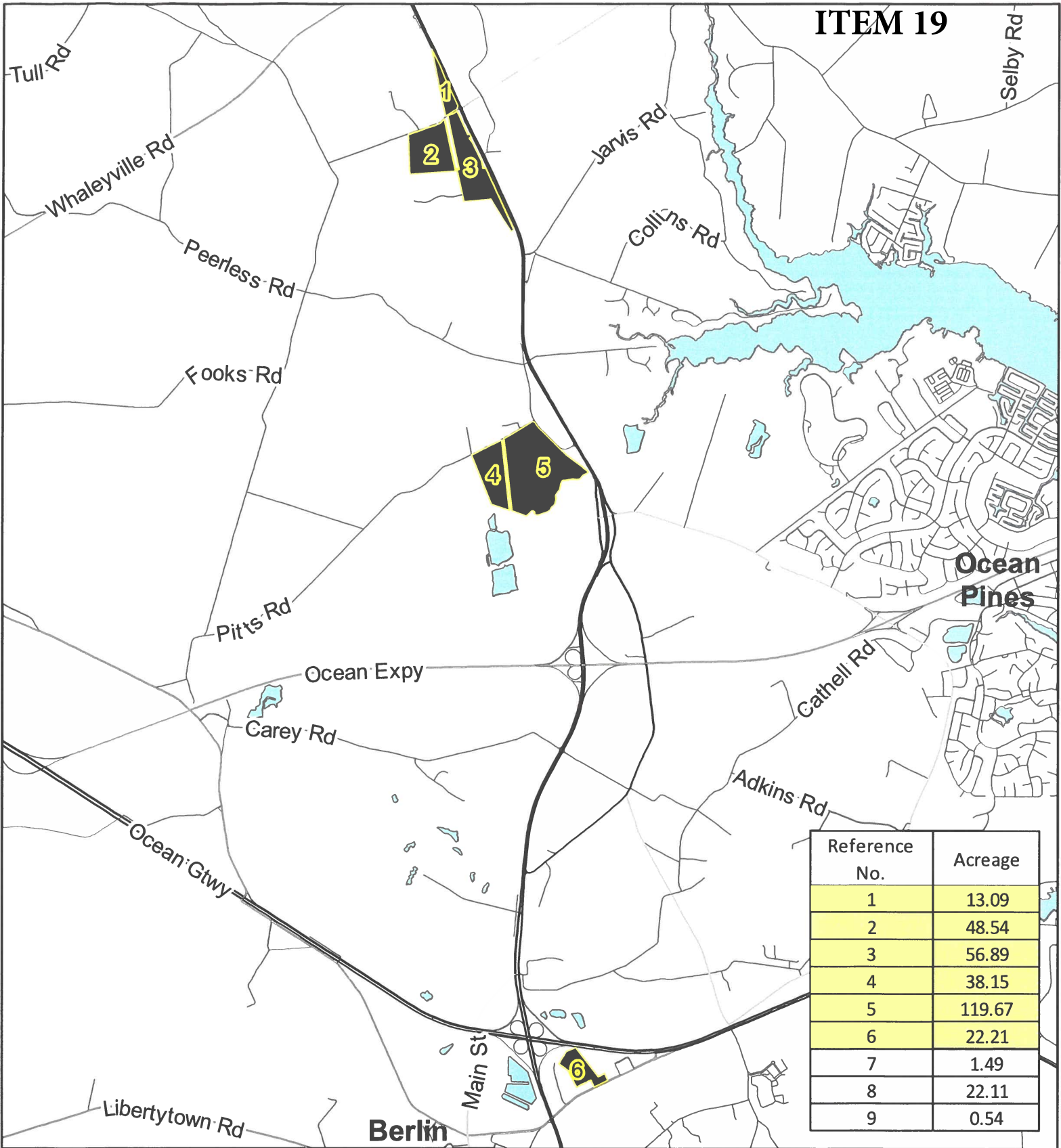
ITEM 19

reveals a range of 500-2,000 gallons per 1,000 pounds of body weight. Depending on the production capacity of the facility, that wastewater volume could be quite large, necessitating appropriately sized infrastructure to accommodate that flow. Of course, a potable water supply will be needed as well as wastewater treatment for the non-domestic wastewater generated from the slaughtering process. If the applicant wants the wastewater from the slaughter to discharge to ground via septic, it will need a groundwater discharge permit issued from MDE. That will come with treatment requirements. A holding tank for the wastewater does get considered for this category of operation as treatment for this type of wastewater is so expensive. Any holding tanks will need to follow MDE's requirements for non-domestic wastewater. There will also be trimmings that will consist of bulk solids that will need to be containerized in different storage vessels and not washed into a holding tank. These containers need to be vermin-proof and need to be emptied by a renderer on an appropriate schedule. They may need to be held under refrigeration depending on the requirements of the rendering contractor and if the presence of unsecured and unrefrigerated trimmings becomes a vector for an infestation of flies or other vermin. The USDA approval may also have requirements for a bathroom for their inspectors to use. If such facilities are present, approved sewage disposal would need to be provided separately from the industrial discharge if the industrial wastewater were all to be containerized and sent to the renderer.

Regarding our conservation easement programs, MALPF would allow this practice to take place on easement-protected lands provided that the livestock processed were raised on the same farm. Rural Legacy does not allow CAFOs and does not allow most commercial or industrial uses even if related to the primary agricultural activities conducted on the farm.

As a use allowed by special exception from BZA, affirmative findings from the Board for the questions under Subsection § ZS 1-116 would apply. The amendment draft's extensive setback and lot area requirements notwithstanding, the Board will need to consider whether the application for a future slaughterhouse has taken measures to ensure the health and safety and general welfare of the neighboring residents and that the facilities are not unduly detrimental to the environment of the County. Within the A-1 Agricultural zoning district it is the intent that in this district there: "shall be no basis, under this Title, for recourse against the effects of any normal farming or forestry operation as permitted in this district, including but not limited to noise, odor, vibration, fumes, dust or glare." This specific amendment authorizes another use in this district, an intensive one, where issues peculiar to slaughtering facilities will need to be satisfactorily addressed by the applicant to secure the special exception. For this use, we may need to have the Board go a step further in this instance. Considering this proposed use is such an intensified activity, one that could have significant impact on the surrounding community, I would suggest that it may be appropriate to add language to the amendment that will direct the Board to consider additional measures, when necessary, to adequately protect the public health and the environment.

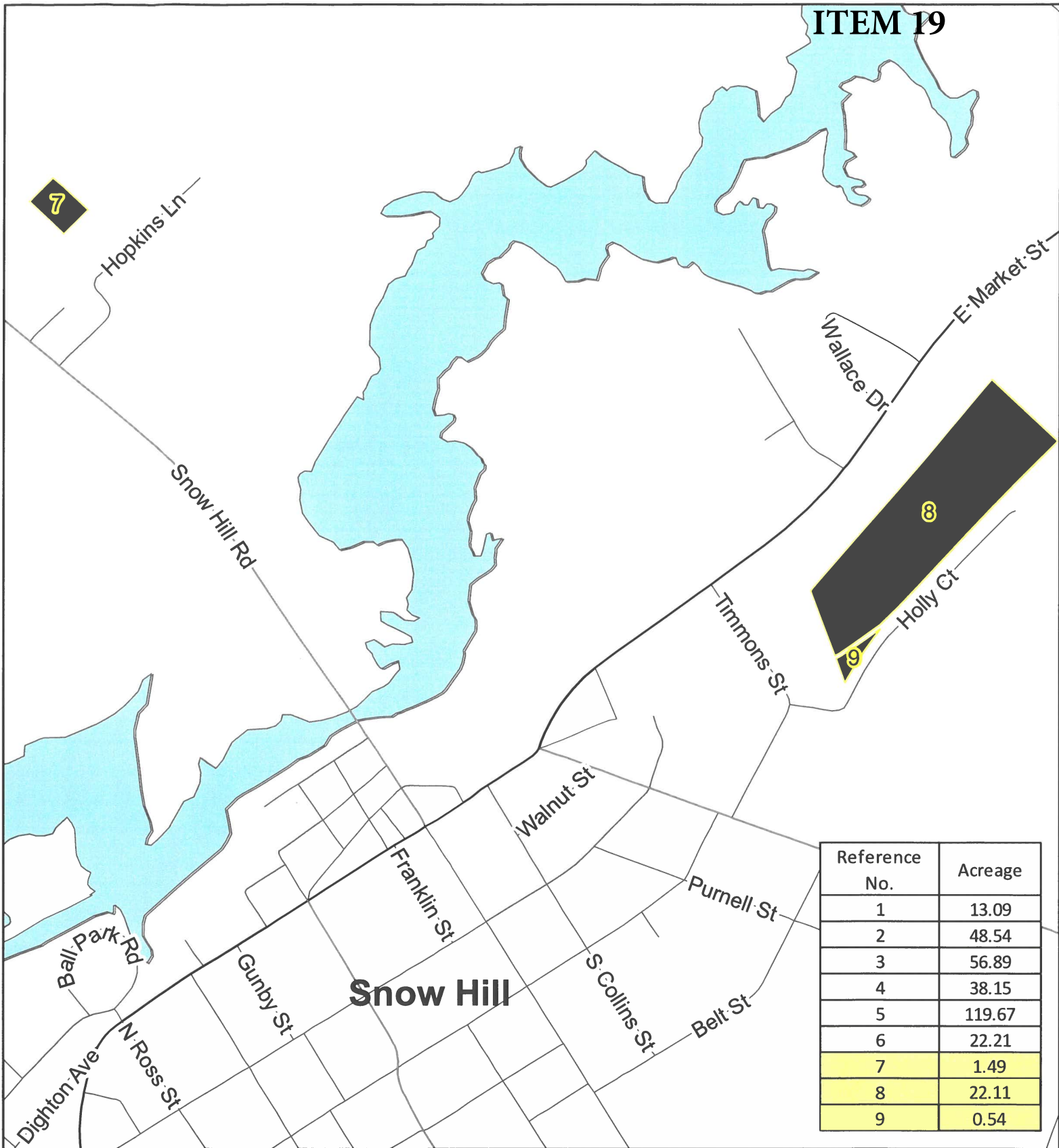
As always, I will be available to discuss the proposed amendment further with the Planning Commission when it is scheduled for discussion.



Lands Designated as I-2 Heavy Industrial Zoning District

DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING
 Technical Services Division





Reference No.	Acreege
1	13.09
2	48.54
3	56.89
4	38.15
5	119.67
6	22.21
7	1.49
8	22.11
9	0.54

Lands Designated as I-2 Heavy Industrial Zoning District



DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING
 Technical Services Division

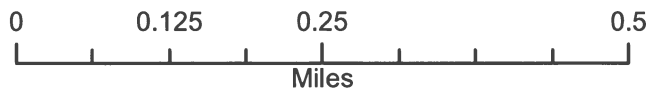


Table 1. **County Summary Highlights: 2017** (continued)

[For meaning of abbreviations and symbols, see introductory text.]

Item	St. Mary's	Somerset	Talbot	Washington	Wicomico	Worcester
Farmsnumber	615	255	317	877	494	369
Land in farmsacres	61,803	59,440	93,622	119,248	88,559	99,239
Average size of farmacres	100	233	295	136	179	269
Median size of farmacres	36	60	75	48	42	50
Estimated market value of land and buildings:						
Average per farmdollars	999,805	1,334,676	2,075,678	1,095,597	1,261,012	1,425,500
Average per acredollars	9,949	5,726	7,028	8,057	7,034	5,300
Estimated market value of all machinery and equipment\$1,000	46,386	44,215	50,319	106,394	78,239	68,215
Average per farmdollars	75,425	173,390	158,736	121,316	158,378	184,865
Farms by size:						
1 to 9 acres	84	27	35	157	80	50
10 to 49 acres	268	81	106	284	182	132
50 to 179 acres	196	75	84	232	132	93
180 to 499 acres	47	43	39	172	54	47
500 to 999 acres	11	19	20	22	22	18
1,000 acres or more	9	10	33	10	24	29
Total croplandfarms	505	149	267	662	331	237
.....acres	36,993	37,979	81,105	82,229	65,589	71,572
Harvested croplandfarms	448	102	192	599	238	171
.....acres	32,050	34,958	76,591	74,609	60,094	66,019
Irrigated landfarms	113	10	40	46	87	19
.....acres	689	295	8,253	551	10,969	5,918
Market value of agricultural products sold (see text)\$1,000	25,955	262,201	68,535	153,725	303,984	249,131
Average per farmdollars	42,203	1,028,241	216,198	175,285	615,352	675,153
Crops, including nursery and greenhouse crops\$1,000	20,465	22,101	43,177	38,050	68,341	37,690
Livestock, poultry, and their products\$1,000	5,490	240,100	25,358	115,675	235,642	211,442
Farms by value of sales:						
Less than \$2,500	202	84	123	275	192	124
\$2,500 to \$4,999	83	11	14	93	25	12
\$5,000 to \$9,999	67	7	16	76	14	27
\$10,000 to \$24,999	106	15	26	95	41	25
\$25,000 to \$49,999	55	6	22	88	20	21
\$50,000 to \$99,999	48	12	32	34	27	14
\$100,000 or more	54	120	84	216	175	146
Government payments (see text)farms	120	132	185	156	218	191
.....\$1,000	970	1,875	3,891	995	2,410	3,630
Total income from farm-related sourcesfarms	223	135	159	359	200	188
.....\$1,000	2,555	2,534	3,733	7,783	2,690	3,313
Total farm production expenses\$1,000	25,826	179,636	53,650	119,345	212,063	171,090
Average per farmdollars	41,993	704,454	169,244	136,083	429,277	463,659
Net cash farm income of the operationsfarms	615	255	317	877	494	369
.....\$1,000	3,654	86,975	22,508	43,158	97,021	84,984
Average per farmdollars	5,941	341,079	71,003	49,211	196,399	230,310
Livestock and poultry:						
Cattle and calves inventoryfarms	139	19	20	454	37	30
.....number	2,607	518	1,322	44,028	923	488
Beef cowsfarms	106	18	14	262	35	25
.....number	1,415	(D)	419	7,202	559	412
Milk cowsfarms	36	2	3	127	-	5
.....number	234	(D)	244	13,023	-	5
Cattle and calves soldfarms	116	7	14	387	21	14
.....number	1,175	152	260	21,182	393	187
Hogs and pigs inventoryfarms	50	2	3	60	11	2
.....number	997	(D)	18	2,191	194	(D)
Hogs and pigs soldfarms	33	1	5	47	3	-
.....number	2,036	(D)	49	5,762	45	-
Sheep and lambs inventoryfarms	37	6	21	78	19	7
.....number	581	393	392	3,775	207	428
Layers inventory (see text)farms	142	7	35	189	31	23
.....number	7,013	(D)	1,591	(D)	851	25,379
Broilers and other meat-type chickens soldfarms	28	92	25	17	123	111
.....number	19,970	62,226,553	6,864,628	3,645	57,869,664	63,739,795
Selected crops harvested:						
Corn for grainfarms	160	51	104	218	111	94
.....acres	9,973	13,042	29,753	16,652	24,766	29,781
.....bushels	1,372,752	2,320,420	4,645,108	2,915,481	3,905,319	4,933,937
Corn for silage or greenchopfarms	14	-	2	133	2	1
.....acres	127	-	(D)	8,874	(D)	(D)
.....tons	1,918	-	(D)	182,982	(D)	(D)
Wheat for grain, allfarms	54	33	74	105	29	22
.....acres	5,447	7,040	14,795	6,816	3,338	4,924
.....bushels	341,661	557,238	940,673	517,687	236,983	372,192
Winter wheat for grainfarms	54	33	74	105	29	22
.....acres	5,447	7,040	14,795	6,816	3,338	4,924
.....bushels	341,661	557,238	940,673	517,687	236,983	372,192
Oats for grainfarms	14	1	1	3	1	-
.....acres	149	(D)	(D)	30	(D)	-
.....bushels	12,175	(D)	(D)	2,358	(D)	-
Barley for grainfarms	21	6	14	75	7	5
.....acres	451	998	2,165	2,309	310	362
.....bushels	29,894	93,591	202,628	164,070	21,455	31,251
Sorghum for grainfarms	10	1	12	5	13	2
.....acres	300	(D)	1,000	344	879	(D)
.....bushels	21,344	(D)	86,261	27,754	44,530	(D)
Sorghum for silage or greenchopfarms	-	-	-	14	-	-
.....acres	-	-	-	485	-	-
.....tons	-	-	-	7,428	-	-

Handwritten annotations in blue ink:

- A large bracket on the left side of the table encompasses the "Livestock and poultry" section.
- A large bracket on the right side of the table encompasses the "Livestock and poultry" section, with the handwritten text "39 Farms" written vertically next to it.
- Yellow highlighter marks are used to highlight specific rows in the "Livestock and poultry" section, including "Cattle and calves inventory", "Beef cows", "Milk cows", "Cattle and calves sold", "Hogs and pigs inventory", "Hogs and pigs sold", "Sheep and lambs inventory", "Layers inventory", and "Broilers and other meat-type chickens sold".

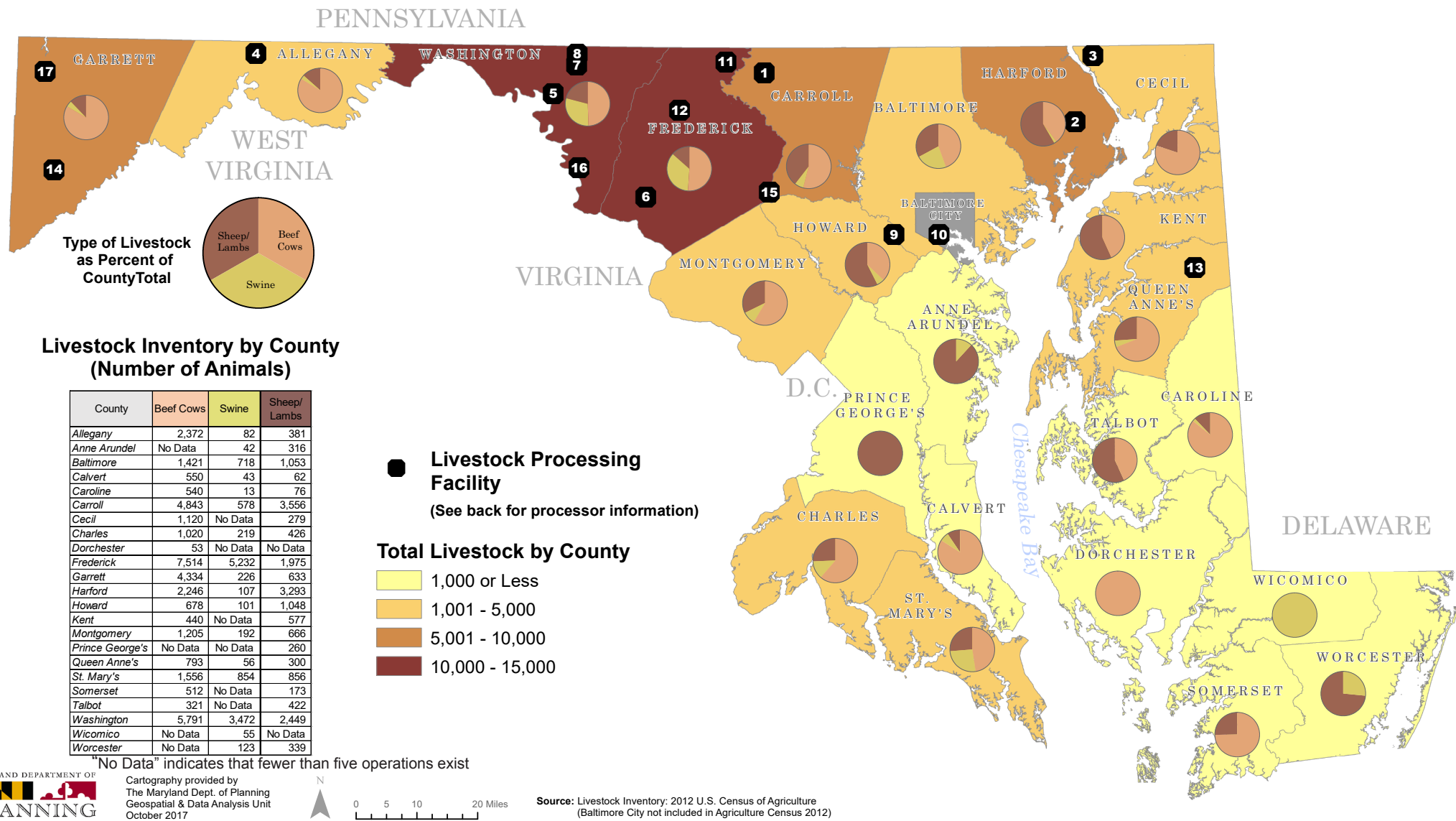
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USDA Inspected Livestock Processing Facilities in Maryland

Livestock Processing Facilities

In this flyer, the map indicates the livestock population of each county in Maryland and the location of USDA inspected livestock processing facilities; the table provides more information about the processors.

For corrections and updates please contact Daniel Rosen, daniel.rosen@maryland.gov



Beef farm in Kennedyville, Maryland.
Photo credit: Edwin Remsberg

Livestock Processing Facilities

Name [location on map indicated by number]	Address	City	State	Zip	County	Phone Number	Beef	Lamb	Goat	Swine	Vacuum Pack	Kosher	Halal	Processing Services	Sales Outlet
1. A & W Country Meats, Inc.	12 Middle St.	Taneytown	MD	21787	Carroll	(410) 756-2420	✓	✓	✓	✓				Cut, Wrap, Freeze, Cure, Smoke	Retail Store, Wholesale
2. Bowman's Butcher Shop	3452 Churchville Rd.	Aberdeen	MD	21001	Harford	(410) 914-5607	✓	✓	✓	✓				Custom Processor	Retail Store
3. Galvinell Meat Company, Inc.	461 Ragan Rd.	Conowingo	MD	21918	Cecil	(410) 378-3032	✓	✓	✓	✓	✓			Cut, Wrap, Freeze, Cure, Smoke, Lard, Scrapple	Retail Store, Wholesale Delivery to Schools, Restaurants, Clubs, Bars
4. Greise Brothers Packing, Inc.	11901 Greise Farm Rd., NE	Cumberland	MD	21502	Allegany	(240) 362-2826	✓	✓	✓	✓	✓		✓	Cut, Wrap, Freeze, Sausage, Hamburger, Curing Done Elsewhere	Halal Products to Ethnic Markets VA, MD, and DC
5. Hamzah Slaughter House LLC	15680 Clear Spring Rd.	Williamsport	MD	21795	Washington	(301) 223-8651	✓	✓	✓						
6. Hemps Meats, Inc.	3740 Jefferson Pike	Jefferson	MD	21755	Frederick	(301) 473-5700 (800) 974-5405	✓	✓						Cut, Wrap, Freeze, Sausage	Retail Store
7. Hoffman's Quality Meats	13225 Cearfoss Pike	Hagerstown	MD	21740	Washington	(301) 739-2332 (800) 356-3193	✓	✓	✓	✓	✓			Cut, Wrap, Freeze, Further Processing, Lunch Meats, Sausage, Bacon, Hot Dogs, Salami, Bologna	Retail Store, Wholesale, and Storage
8. Horst Meats	17807 Reiff Church Rd.	Hagerstown	MD	21740	Washington	(301) 733-1089	✓	✓	✓	✓				Cut, Wrap, Freeze, Sausage, Bacon, Ham, Retail with Small Deli	Retail Store with Small Deli
9. J. W. Treuth & Sons, Inc.	328 Oella Avenue	Catonsville	MD	21228	Baltimore	(410) 465-4650	✓					✓		Primarily slaughter and quarter (Primal Cuts) Can do smaller cuts and Ground Beef	Retail Store, Unprocessed Meat Sold to Facilities for Processing and Distribution
10. Oldline Custom Meat Co., LLC	1600 S. Monroe St.	Baltimore	MD	21230		(410) 962-5530	✓	✓				✓		Harvest, Dry Age Cut, Package, Vacuum Seal	
11. Shriver Meats	16436 Four Points Bridge Rd.	Emmitsburg	MD	21727	Frederick	(301) 447-2255	✓							Cut, Wrap, Freeze, Ground Beef	Retail Store, Wholesale to a Few Local Restaurants
12. Shuff's Meats, Inc.	12247 Baugher Rd.	Thurmont	MD	21788	Frederick	(301) 271-2231	✓	✓	✓	✓	✓			Cut, Wrap, Freeze, Smoke Sausage	Retail Store, Wholesale Mostly to Restaurants
13. Sudlersville Frozen Meat Locker	204 E. Main St.	Sudlersville	MD	21668	Queen Anne's	(410) 438-3106	✓	✓	✓	✓	✓			Cut, Wrap, Freeze, Sausage, Scrapple	Retail Store, Wholesale to a Couple of Restaurants
14. The Butcher Block	2482 Maryland Highway	Mt. Lake Park	MD	21550	Garrett	(301) 334-4140	✓	✓		✓	✓			Cut, Wrap, Freeze, Sausage, Rabbits	Retail Store, Wholesale
15. Wagner Meats, LLC	604 N. Main St.	Mount Airy	MD	21771	Frederick	(301) 829-0500	✓	✓		✓	✓			Cut, Wrap, Freeze, Smoke, Sausage	Retail Store, Wholesale
16. Woodlawn Farms Slaughterhouse	4233 Harpers Ferry Rd.	Sharpsburg	MD	21782	Washington	(301) 432-8632	✓	✓	✓	✓	✓			Cut, Wrap, Freeze, Smoke, Sausage	Retail Store, Wholesale to Restaurants and Stores, Farmers Markets
17. Working H Meats & Market	5481 Friendsville Rd. (Rt. 42)	Friendsville	MD	21531	Garrett	(301) 750-5039	✓	✓	✓	✓	✓			Cut, Wrap, Grind, Freeze, Further Processing (Sausage, Bacon, Ham, Smoked Whole Hog, Meat Sticks)	Retail Store, Wholesale to Restaurants and stores, Farmers Market

Source: USDA Food Safety Inspection Service's *Meat, Poultry, and Egg Inspection Directory*, July 2018, and company websites. To confirm all available services, please contact the processor directly.

MEMORANDUM

To: Roscoe Leslie, County Attorney
 Kristen Tremblay, AICP, Zoning Administrator
 Matthew Laick, GISP, Deputy Director

From: Jennifer Keener, AICP, Director

Date: February 20, 2024

Re: Text Amendment Application – Add a new subsection §ZS 1-201(c)(34) – Farm-based Slaughterhouses in the A-1 Agricultural District

Mark Cropper, on behalf of his client Bob Ewell, has submitted a text amendment application to add a special exception use to the A-1 Agricultural District for a small scale (600 square foot) slaughterhouse, provided it is on a farm where the livestock are raised or maintained. A copy of the draft bill language is attached for your consideration.

Currently, the slaughtering and processing of livestock is prohibited in the A-1 Agricultural District, as it is currently a special exception use in the I-2 Heavy Industrial District. As drafted, it would only permit the slaughtering of livestock raised on the farm property where the slaughtering is to occur. It would not allow the slaughtering of livestock from other farms, nor would it allow any rendering facilities or activities to be conducted on-site.

I intend to present this amendment at the April 4, 2024, Planning Commission meeting. Therefore, please send any comments you may have on the application by Wednesday, March 20, 2024, so that I may finalize the staff report.

If you have questions or need additional information, please let me know.



Worcester County Commissioners
Worcester County Government Center
Once West Market Street, Room 1103
Snow Hill, MD 21863

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

(Office Use Only - Please Do Not Write In This Space)

Date Received by Office of the County Commissioners: _____

Date Received by Development Review and Permitting: 2/14/2024

Date Reviewed by Planning Commission: _____

I. Application – Proposals for amendments to the text of the Zoning and Subdivision Control Article may be made by any interested person who is a resident of Worcester County, a taxpayer therein, or by any governmental agency of the County. Check applicable status below.

- A. Resident of Worcester County ___x___
B. Taxpayer of Worcester County ___x___
C. Governmental Agency _____

(Name of Agency)

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

- A. Section Number: ZS 1-201(c)(34) and make existing (34) now (35)
B. Page Number: ZS 1:II:7
C. Proposed revised text, addition or deletion:

(34) On a farm as defined herein, the use of a structure for the slaughtering and processing of livestock raised or maintained on the farm, excluding rendering plants or facilities, not to exceed six hundred square feet in gross floor area. Minimum lot requirements shall be: Lot area, one hundred forty acres; lot width, two hundred feet; front yard setback two hundred feet; each side yard setback two hundred feet; and rear yard setback two hundred feet. Furthermore, all structures shall be located no less than four hundred feet from any residential structure on an adjacent property or public road and no variance to this requirement is permitted notwithstanding the provisions of Section ZS 1-116(c)(4).

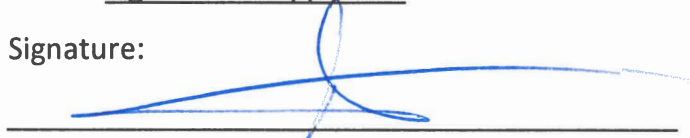
III. Reasons for Requesting Text Change.

A. Please list reasons or other information as to why the proposed text change is necessary and therefore requested:

At present, if a farmer raising cattle or other farm animals wishes to slaughter the animals raised on the farm for butchering and sale to the public, it must transport the animals off-site to be slaughtered elsewhere, often out of state, and then returned to the site for final butchering and sale. Without this text amendment, the farmer can slaughter farm animals for his or her own use and consumption, but it cannot sell the butchered animals to the general public. This amendment will allow for that to occur.

IV. Signature of Applicant

Signature:



Printed Name of Applicant:

Mark Spencer Cropper

Mailing Address: **6200 Coastal Highway, Suite 200, Ocean City, MD 21842**

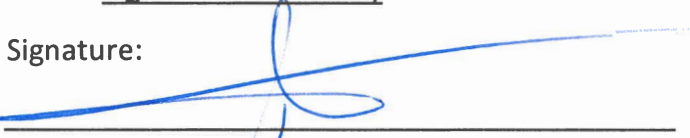
Phone Number: **(410) 723-1400**

Email: mcropper@ajgalaw.com

Date: 02.14.2024

V. Signature of Attorney

Signature:



Printed Name of Applicant:

Mark Spencer Cropper

Mailing Address: **6200 Coastal Highway, Suite 200, Ocean City, MD 21842**

Phone Number: **(410) 723-1400**

Email: mcropper@ajgalaw.com

Date: 02.14.2024

VI. General Information Relating to the Text Change Process.



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SHOWALTER
& WALKER

Demetrios G. Kaouris
410-213-2202
dkaouris@mdswwlaw.com

June 6, 2024

*Via Federal Express &
Via Email – commissioners@co.worcester.md.us*

Worcester County Commissioners
Worcester County Government Center
1 West Market Street, Room 1103
Snow Hill, Maryland 21863

Re: Petition for Amendment to § ZS 1-201(c)(34)
Applicant – Mark S. Cropper, on behalf of Robert and Julia Ewell

To the Honorable Worcester County Commissioners:

I represent several residents and property owners who live and own property adjacent or close to Croppers Island Road in Worcester County. I am writing concerning the proposed text amendment to Section 1-201(c)(34) of the Zoning Code that will be the subject of a public hearing before the County Commissioners on June 18, 2024.

By way of background, in 2021 Robert and Julia Ewell (the “Ewells”) requested an interpretation of the Worcester County Zoning Code (the “Zoning Code”) as to whether slaughterhouses were a permitted use on their property, which is in the A-1 Zoning District. The County’s Zoning Administrator correctly determined slaughterhouses were prohibited in the A-1 Zoning District and issued a well-reasoned memorandum dated May 7, 2021, setting forth the rationale for the interpretation. Ex. 1, May 7, 2021 Zoning Decision. The Ewell's appealed that determination to the Board of Appeals, and in connection with the appeal, the staff of the Department of Development Review and Permitting issued its report, a copy of which is attached hereto as Exhibit 2. The Ewell’s subsequently withdrew the appeal that was pending before the Board of Appeals. Mark S. Cropper, the Ewell’s attorney, was quoted by the media as stating “there is a more appropriate method to achieve the same result.”

The “more appropriate” method referenced by Mr. Cropper was to achieve what is not otherwise permitted by the Zoning Code by way of a text amendment. In the early part of 2022, Mr. Cropper requested that the Worcester County Commissioners amend the Worcester County Zoning Code to permit livestock slaughterhouses in the A-1 Zoning District. That text amendment was scheduled for a public hearing before the Planning Commission on February 3, 2022, but was ultimately withdrawn and a hearing never took place. Now, two years later, the Ewells again have requested a text amendment to change the permitted uses in the A-1 zone to authorize the slaughter of livestock.



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We believe that if the Zoning Code amendment were approved, it would have detrimental impact upon the health and safety of the residents of Worcester County and the neighborhoods located adjacent to A-1 zoned property throughout the entirety of Worcester County. For that reason, we ask that the Worcester County Commissioners refuse to enact the amendment to the Zoning Code that would authorize slaughterhouses in the A-1 Zoning District.

Current Status of Slaughterhouses in Worcester County

Slaughterhouses are currently permitted as a special exception use in the I-2 Heavy Industrial District in accordance with Section ZS 1-213(c)(1). Ex. 3, § ZS 1-213. As a special use exception, applications for the construction of slaughterhouses in the I-2 District are submitted to the Board of Appeals for review and must meet the requirements set forth in Section 1-116(c)(3) of the Zoning Code. Section 1-213(a) of the Zoning Code makes clear that the I-2 Zoning District “is intended to provide for a variety of heavy-industrial-type uses which may not be compatible with residential or commercial development due to some potential nuisance or hazard.” Ex. 3, § ZS 1-213. The County’s Comprehensive Plan notes “Industrial uses need good road access, large sites, sufficient electricity and public water and sewer services” and that “Industrial uses should be located in the county’s designated industrial zones/parks and within appropriate areas in the municipalities.” Ex. 4, Comp. Plan at 19. The Comprehensive Plan identifies as its objectives to “[r]eveiw permitted land uses in agricultural zone to ensure compatibility with agriculture” and “prevent inappropriate uses from developing in agricultural areas.” Ex. 4, Comp. Plan at 60.

The County has historically and correctly recognized that slaughterhouses are compatible only in the I-2 Heavy Industrial District and only after review by the Board of Appeals. That is because adequate infrastructure, including water, wastewater and transportation facilities, are available in I-2 Heavy Industrial Districts. Moreover, given the potential nuisances and hazards associated with livestock slaughterhouses, the zoning code directs that use toward the I-2 Heavy Industrial Districts, where very little residential development exists adjacent to those zoning districts. An applicant seeking to use I-2 zoned property as a slaughterhouse must establish, among other things, that such use “[w]ill be in harmony with the general character of the neighborhood,” “will not be detrimental to the use, peaceful enjoyment, economic value or development of surrounding properties,” “will cause no objectionable noise, vibration, fumes, odors, dust glare or physical activity; and will not have a detrimental effect on ground or surface water quality.” Ex. 5, § ZS 1-116(c). Given the historic location of I-2 Heavy Industrial Zoning Districts away from residential communities, these considerations generally do not factor into locating slaughterhouses in the I-2 District under the current zoning code.

Mr. Mitchell’s March 25, 2024, memorandum, which is part of this file, notes that “this proposed use is such an intensified activity, one that could have a significant impact on the surrounding community.” This is a recognition that slaughterhouses are not appropriate for the A-1 zoning district or locations adjacent to residential zoning districts, and should be permitted only on industrial-zoned property.



**Neighboring counties likewise restrict slaughterhouses
to industrial-zoned property**

The legislatures of counties adjacent to Worcester County have similarly recognized that slaughterhouses are uses that are properly relegated to industrial-zoned property. The Wicomico County Code directs that food processing facilities for animal or human consumption be located on properties within the I-2 zoning district. Ex. 6, Wicomico County Table of Uses at Attachment 2:2. The Wicomico County Code specifically provides that a “[f]arm-related business shall not include the following types of uses: slaughterhouses or wood treatment facilities.” Ex. 7, Wicomico County Code § 225-91(A). Likewise, the Dorchester County Code limits slaughterhouses to the I-2 zone, as a special exception. Ex. 6, Dorchester County Table of Uses at 155 Attachment 1:6.

In Somerset County, slaughterhouses are permitted as a special exception only in the I-2 zoning district. Ex. 8, Somerset County Zoning Ordinance § 5.2, Table of Uses at 5-16. The table of uses specifically provides that agricultural uses “shall not include a slaughterhouse or meat packing plant.” *Id.* at 5-3.

The zoning code of Sussex County, Delaware directs that the slaughtering of poultry or animals is permitted only within the HI-1 zoning district. Ex. 9, Sussex County Code § 115-111. Moreover, in Sussex County, the slaughtering of animals is considered a potentially hazardous activity, as it is in Worcester County, and requires that an applicant appear before the Board of Adjustment and establish “public health, safety, morals, and generally welfare will be properly protected and that necessary safeguards will be provided for the protection of water areas or surrounding property and persons.” *Id.* On property located in Sussex County’s agricultural districts, “[c]ommercial slaughtering and processing of large animals such as horses, cows, pigs, sheep or goats shall not be conducted on the premises.” Ex. 10, Sussex County Code § 115-20(B)(1)(d).¹

**Slaughterhouses use significant water resources and
are a source of pollution**

The term livestock is defined in Section 1-101 of the Agricultural Article of the Maryland Code to include “living or dead cattle, equines, goats, sheep or swine.” The slaughtering of livestock requires a large amount of water. The average weight of a beef cow is 1,210 pounds. Accordingly, to the Environmental Protection Agency, the *initial* slaughtering and processing of a beef cow requires 390 gallons of water for 1,000 pounds of live kill weight. Ex. 11, Technical Development Document for Meat and Poultry Products at 6-3 (2004) (hereinafter “EPA Technical

¹ Those municipalities in adjacent counties that permit slaughterhouses require that they be in an industrial zoning district. See City of Salisbury Code § 17.72.030; Georgetown Code § 230-110.D. Several nearby municipalities prohibit slaughterhouses within their territorial limits due to their impact on adjacent residential development. See Town of Berlin Code § 108-516 (slaughterhouses are not a permissible use in the industrial zone); Town of Pocomoke Code § 230-79 (noting slaughterhouses are not permitted as a condition use in the industrial zoning district); Town of Princess Anne Code § 163.40 (noting slaughterhouses are prohibited in all zoning districts).



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Manual”). That results in water usage of up to 472 gallons of water for the initial slaughter of a single cow. Mr. Mitchell notes in his March 25, 2024, memorandum that the *total* water usage for

the processing of livestock is much higher, up to 2,000 gallons of water per 1,000 pounds of body weight. The average person uses between 80-100 gallons of water in a single day. The usage of 2,000 gallons is more than 20 times what the average person uses daily. In other words, the water usage associated with the slaughter of a single cow is the equivalent of adding more than twenty people to the neighborhood, or roughly five additional four-person households.

Slaughterhouses are also a source of significant pollution. The main pollutants resulting from the slaughtering process are blood, feces and urine, wash water (carcasses, floors, utensils etc.), food residues mixed in stomachs and offal waste. Although meat processing wastewater is often screened at the source, “wastewaters remain high strength wastes, even after screening, in comparison to domestic wastewaters, based on concentrations of biochemical oxygen demand (BOD), chemical oxygen demand (COD), total suspended solids (TSS), nitrogen, and phosphorus.” Ex. 11, EPA Manual at 6-4. The EPA explained:

BOD is an estimate of the oxygen-consuming requirements of organic matter decomposition under aerobic conditions. When meat and poultry processing wastewaters are discharged to surface waters, the microorganisms present in the naturally occurring microbial ecosystem decompose the organic matter contained in the wastewaters. The decomposition process consumes oxygen and reduces the amount available for aquatic animals. Severe reductions in dissolved oxygen concentrations can lead to fish kills. Even moderate decreases in dissolved oxygen concentrations can adversely affect waterbodies through decreases in biodiversity, as manifested by the loss of some specific of fish and other aquatic animals. Loss of biodiversity in aquatic plant communities due to anoxic conditions can also occur.

Ex. 11, EPA Technical Manual at 7-6. Other pollutants generated during the slaughtering process and subject to regulation include aeromonas, nitrogen, cryptosporidium, oils and grease, fecal coliform and fecal streptococcus, salmonella, and suspended solids. Ex. 11, EPA Technical Manual at 7-6 to 7-13. Each of these pollutants can be harmful to animal and plant life.

**The treatment of waste-water from slaughterhouses
is ineffective when done on-site**

The proposed text amendment does not address how wastewater from the slaughterhouses is to be treated. In Mr. Mitchell’s memorandum included with the agenda package before the Planning Commission, it was explained that holding tanks for off-site treatment of the wastewater associated with the slaughter of livestock was not feasible, noting “[a] holding tank for wastewater does not get considered for this category of operation as treatment for this type of wastewater is so expensive.” Accordingly, he noted it was likely the wastewater would be discharged on site.



For the wastewater to be treated on site, it will require the construction of open anaerobic lagoons. Ex. 11, EPA Technical Manual at 8-12. These lagoons are typically 10-17 feet deep. During the degradation process, methane, carbon dioxide, ammonium, and hydrogen sulfide are emitted from the lagoons. *Id.* “[O]dors emitted from anaerobic lagoons can be quite offensive.” *Id.* Anyone living in close proximity to the slaughterhouses will bear the added burden of having to contend with open pit wastewater lagoons that emit offensive odors. Those lagoons are also likely to attract more insects, such as flies and mosquitoes, and vermin. It will certainly lead to reduced property values and a loss of enjoyment by owners of property located in close proximity to slaughterhouses.

For reference, the Ewell property is located between Bassett Creek and Porter Creek. Ex. 12, Vicinity Map.² Any discharge from the Ewell property will likely use one of these two bodies of water. Both of those creeks ultimately lead to Newport Bay, which then merges with the Sinepuxent Bay, at South Point. Both Newport Bay and the Sinepuxent Bay are widely used by County residents for recreational purposes. These back bays also form the backbone of Worcester County’s substantial tourism and marine industry. The substantial harmful impacts to the waterways of Worcester County that could be caused by slaughterhouses necessitate that they only be authorized in the I-2 Heavy Industrial Zone, where the wastewater infrastructure is available to adequately treat the wastewater from these facilities.

Alternatively, wastewater from slaughterhouse operations is treated by spraying the wastewater onto fields. “[L]and application as a method of wastewater disposal can adversely affect surface and ground water quality.” Ex. 11, EPA Technical Manual at 8-45. “Exposure to pathogens is also a concern, especially with spray irrigation systems, given the potential for pathogen transport in aerosols.” *Id.* By way of example, spray waste from a Sussex County, Delaware slaughterhouse tainted several drinking wells that resulted in people becoming sick. Ex. 13, Water Pollution from Slaughterhouses at 4, 10-11, 22-26 (2018). A class-action lawsuit was filed against the slaughterhouse operator that resulted in the Delaware Superior Court approving a \$65 million class action settlement payment to the class-members, who were individuals residing within a 25-mile radius of the slaughterhouse. Ex. 14, Coastal Point Article. Given the potential health impact associated with wastewater discharge from slaughterhouses, they should be located in close proximity to lands where wastewater treatment facilities are located so as to minimize potential harmful impacts to County residents. This is consistent with the County’s Comprehensive Plan, which provides that the County should “[o]nly encourage industrial growth that generates minimum waste and is least likely to contaminate groundwater and surface water.” Ex. 4, Comp. Plan at 38.

**The slaughter of livestock is not an activity
that has been defined as agricultural**

The Commissioners should note that those owners who reside adjacent to Cropper Island Road or in close proximity to that road are not owners that have “come into the nuisance.” At the time they

² Much of the A-1 zoned land in Worcester County is located adjacent to streams and rivers that ultimately discharge into the back bays or the Chesapeake Bay.



purchased their responsive properties, the adjacent property was not being used for the slaughter of livestock. Worcester County's Right to Farm Ordinance also specifically excludes slaughterhouses from the definition of agricultural operation and provides that the term "*shall not* include processing facilities, rendering facilities, sludge disposal or dead animal disposal as it pertains to slaughterhouses." Ex. 15, § ZS 1-347(f) (emphasis added). Moreover, as confirmed by the Right to Farm Notices received by adjacent property owners, slaughterhouses were not an activity deemed to constitute an agricultural or forestry operation. Ex. 16, Right to Farm Notice. Accordingly, the proposal to authorize slaughterhouses in the A-1 Zoning District constitutes a drastic departure from the zoning code and the well-established definition of agricultural activities, which specifically excludes slaughterhouses. The Right to Farm representations made to adjacent property owners, many of whom purchased their respective properties directly from the Ewells, would be rendered inaccurate if the proposed amendment to the zoning code was approved. It should also be noted that approving such a facility in the A-1 zoning district is likely to spawn nuisance lawsuits by neighboring property owners.

The Commissioners should also consider the potential unintended consequences associated with the authorization of slaughterhouses in the A-1 Zoning District. Every election district in Worcester County, other than the Ocean City District, has A-1 zoned property within it. Authorizing the use of A-1 zoned property for slaughterhouses as a matter of right could result in the construction of additional slaughterhouses, many of which would be within minutes of residents of the county. In contrast, most of the I-2 Zoned property, which is appropriate for slaughterhouses, is located in the northern part of Worcester County, away from residential development. Ex. 17, Worcester County Zoning Map Nos. 9 and 15. *See also* Ex. 4, Comp. Plan at 27 ("The US 113 corridor north of the Village of Showell is planned for industrial development. This site meets the criteria for industrial sites, *i.e.* larger parcels, flat topography, potential sewer service, and excellent transportation access (road and rail).").

The proposed text amendment does not protect the existing adjacent residences.

The language of the proposed amendment is not effective at protecting the residential neighborhood adjacent to the Ewell Property. First, the amendment authorizes the slaughter of livestock on site when they are "raised or maintained on the farm." There is no definition of raised or maintained within the proposed text amendment. Certainly, the term "maintained" is commonly defined to mean "to keep in an existing state." As written, this language would essentially allow a slaughterhouse owner to bring livestock on its farm for only a few days, maintain it on the property, then slaughter the livestock on site. In other words, this proposed text amendment authorizes stockyards in the A-1 zoning district, and contains such overly vague and uncertain language that it could open the floodgates to Worcester County becoming the stockyards and slaughterhouses for livestock on the East Coast.

While the text amendment proposes that any lot in the A-1 District upon which a slaughterhouse is to be developed must include at least 140 acres, the proposed set-back from any residential property is only 400 feet under the text amendment. That set-back is simply ineffective to protect the residential development from the negative consequences of slaughterhouses, which includes the likelihood of odors, insects and vermin, as noted by Mr. Mitchell in his memorandum. Any



development of slaughterhouses should be set back toward the interior of these substantial lots and screened so as to protect the neighboring residential properties. At a minimum, a set-back of 1,200 feet would be appropriate for this type of facility. Attached hereto as Exhibit 18 are a true and correct maps of the property depicting a 1,200 foot set-back from the adjacent residential properties along Cropper's Island Road. To adequately protect neighboring residential-zoned properties, the set back should be a minimum of 1,200 feet from any R-zoned properties. This is consistent with the 1,000 foot set-back required of campgrounds in the A-1 zoning district when those abut to any R-district. *See* ZS 1-318(c)(1)(B). Certainly residential-zoned property located adjacent to A-1 property requires more substantial protection from slaughterhouses than from residential campgrounds.

The Applicants have a remedy

The Ewells, who are seeking this text amendment, are not without a remedy should the Commissioners refuse to enact the text amendment. Within Worcester County, there is substantial I-2 zoned property where this activity could take place under the current zoning law. As depicted in the Zoning Maps for Worcester County, there is I-2 zoned property in other areas of the County, where this activity could take place lawfully under the existing zoning code. *See* Tax Maps Nos. 9, 15, and 63. Moreover, the adjacent Counties of Wicomico, Somerset and Sussex, which are typically a 30/40 minute drive from the Ewell property, authorize the slaughter of livestock in their respective industrial zoning districts. Similarly, the municipalities of Salisbury and Georgetown, both of which are roughly a 45-minute drive from the Ewell property, permit slaughterhouses in their respective industrial districts. *See* City of Salisbury Code § 17.72.030; Georgetown Code § 230-110.D. The Ewells can certainly construct a slaughterhouse on the existing industrial-zoned property in these adjacent counties and nearby municipalities, where the slaughter of livestock is permitted.

Conclusion

In conclusion, we request that the County Commissioners decline to amend the Zoning Code to authorize slaughterhouses in the A-1 District. The current Zoning Code properly provides that slaughterhouses should be located only in the I-2 Heavy Industrial District, where adequate water, wastewater and other infrastructure are available for the slaughtering of livestock. There is significant I-2 zoned property within the County and in adjacent counties and municipalities that would facilitate the construction of a livestock slaughterhouse. The use of A-1 zoned property for slaughterhouses will have a negative impact on the health and safety of County residents, and a negative impact on property owners who reside near A-1 zoned property. The text amendment, as drafted, could open the door to other slaughterhouses on A-1 zoned properties, thus resulting in Worcester County becoming the stockyards and slaughterhouses for the East Coast. That would have a devastating impact on Worcester County and its adjacent municipalities.



MCALLISTER
DETAR
SHOWALTER
& WALKER

I look forward to addressing each of you during any public hearing associated with the text amendment.

Respectfully,

A handwritten signature in blue ink, appearing to read "D. Kaouris", written over a light blue horizontal line.

Demetrios G. Kaouris

Encl. (Exhibits 1-18). *Exhibits are available on request

cc: Roscoe Leslie (via email - roscoe.leslie@co.worcester.md.us)
Mark Spencer Cropper (via email - mcropper@ajgalaw.com)

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 24-03

BY: Commissioners Abbott, Bertino, Bunting, Elder, Fiori, and Purnell
INTRODUCED: May 7, 2024

A BILL ENTITLED

AN ACT Concerning

Zoning – Farm-based Slaughterhouses in the A-1 Agricultural District

For the purpose of amending the Zoning and Subdivision Control Article to allow as a special exception use a structure for the slaughtering and processing of livestock raised or maintained on the farm.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-201(c)(34) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § ZS 1-201(c)(35) and a new subsection § ZS 1-201(c)(34) be enacted to read as follows:

- (34) On a farm as defined herein, the use of a structure for the slaughtering and processing of livestock raised or maintained on the farm, excluding rendering plants or facilities, not to exceed six hundred square feet in gross floor area. Minimum lot requirements shall be: lot area, one hundred and forty acres; lot width, two hundred feet; front yard setback, two hundred feet; each side yard setback, two hundred feet; and rear yard setback, two hundred feet. Furthermore, all structures shall be located no less than four hundred feet from any residential structure on an adjacent property or public road, and no variance to this requirement is permitted notwithstanding the provisions of § ZS 1-116(c)(4). THE BOARD OF ZONING APPEALS MAY REQUIRE ADDITIONAL BUFFERS OR SETBACKS TO ADEQUATELY PROTECT THE PUBLIC FROM HAZARD.

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.



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

TO: The Salisbury Daily Times and OC Today Dispatch Group
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: June 12, 2024
SUBJECT: Worcester County Public Hearing Notice

Please print the attached Public Hearing Notices in The Salisbury Daily Times and Ocean City Digest/OC Today Dispatch on May 23, 2024 and May 30, 2024. Thank you.

NOTICE OF INTRODUCTION OF BILL 24-04
WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 24-04 (Zoning – Private, noncommercial storage buildings) was introduced by Commissioners Abbott, Fiori, Mitrecic, and Purnell on May 7, 2024.

A fair summary of the bill is as follows:

§ ZS 1-201(c)(34). (Adds a special exception use for private, noncommercial buildings for the storage of personal property.)

A Public Hearing

will be held on Bill 24-04 at the Commissioners’ Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland on Tuesday, June 18, 2024 at 10:35 a.m.

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, is available for public inspection in Room 1103 of the Worcester County Government Center once County Government Offices are opened to the public. In the interim, a full copy of the bill is available on the County Website at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS



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>

Introduced by:
Commissioners Abbott, Fiori,
Mitrecic, and Purnell

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Weston S. Young, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director
Date: April 25, 2024
Re: Planning Commission Recommendation – Add a new subsection §ZS 1-201(c)(34) – Private, noncommercial buildings for the storage of personal property in the A-1 Agricultural District

On April 4, 2024, the Planning Commission reviewed the proposed text amendment submitted by Mr. Jonathan Anders to add a special exception use to the A-1 Agricultural District to allow private, noncommercial buildings for the storage of personal property. Following the discussion, the board gave a favorable recommendation. A copy of the draft bill is attached for your consideration.

At this time, I am requesting that the item be scheduled for the County Commissioner’s consideration for introduction at an upcoming meeting. If at least one County Commissioner introduces the amendment as a bill, then a public hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

PLANNING COMMISSION DISCUSSION

Mr. Jonathan Anders, applicant, and Mr. Jeff Mahan were present for the review. Mr. Anders explained that there were three partners in the venture who have common interests in the personal storage of cars, ATV’s, minibikes and other similar items. They secured thirty acres on Worcester Highway and sought a contractor to assist them in constructing a pole building. The selected contractor misled them into believing that they could permit the structure as an agricultural pole building and use it for personal storage. The contractor also cut corners on the construction of the building. After seeking assistance from a new contractor, they learned that they needed to have a principal structure on the property to use the pole building for personal storage.

Mr. Anders explained that he applied for the text amendment because they didn’t want to put a dwelling on the property that they had no intention of renting out. They also didn’t want to run a business from the building. Mr. Mahan advised that there are other property owners that wish to use their property and/or buildings in a similar fashion.

The Planning Commission acknowledged Messrs. Anders’ and Mahan’s specific property circumstances, however noted that a text amendment applies countywide. Upon several questions, staff clarified that the proposed text amendment does not require that the property be under agricultural

production, only that it would be permitted in the A-1 Agricultural zoning district as a special exception. Mr. Mahan stated that there are many agricultural buildings illegally utilized for personal storage now. Mr. Anders stated that the proposed use is as a special exception, so the county would have oversight for inspection. Upon concerns that the agricultural zoning district should be limited to agricultural uses, Mr. Mahan reiterated that to fix their specific issue, they could have a personal storage structure provided they put a dwelling on the property.

Following the discussion, a motion was made by Mrs. Knight to provide a favorable recommendation on the text amendment. Mrs. Wimbrow seconded the motion, and the motion carried with three in favor, Mr. Barbierrri opposed, and Ms. Ott and Mr. Church abstaining.

cc: Jonathan Anders, applicant
Matt Laick, Deputy Director
Kristen Tremblay, Zoning Administrator
Roscoe Leslie, County Attorney
file

MEMORANDUM

To: Worcester County Planning Commission
From: Jennifer Keener, AICP, Director
Date: March 26, 2024
Re: Text Amendment Application – Add a new subsection §ZS 1-201(c)(34) – Private, noncommercial buildings for the storage of personal property in the A-1 Agricultural District

Jonathan Anders has submitted a text amendment application to add a special exception use to the A-1 Agricultural District to allow private, noncommercial buildings for the storage of personal property. A copy of the draft bill language is attached for your consideration.

As is the case with all text amendment applications, the application was distributed to staff for review and comment. The Planning Commission shall review the request and make a recommendation to the Worcester County Commissioners (favorable or unfavorable) and can make recommendations for changes to the proposed language. If at least one County Commissioner introduces the amendment as a bill, then a public hearing date will be set for the Commissioners to obtain public input prior to acting on the request.

BACKGROUND

Currently, § ZS 1-305(p)(3) limits accessory buildings (sheds, pole barns, garages, etc.) to no more than 500 square feet for personal storage without having a principal use/ dwelling on the property. There is no limitation on the size of an accessory building if there is a principal use/ dwelling.

Agricultural storage buildings are allowed to exceed 500 square feet in gross floor area without having a principal use/ dwelling, but must be located on an active farm, and used for agricultural storage only. The use is permitted in the A and E Districts by right, and the RP District by special exception. As defined in § ZS 1-103, agriculture includes forestry, dairying, pasturage, crop growth, horticulture, floriculture, viticulture, the raising of livestock and poultry (definitions can be found on page 3 of this staff report).

Accessory buildings for personal storage under 500 square feet in gross floor area and agricultural buildings of any size are permitted under zoning permits, with only a final inspection required to verify placement. Accessory buildings for personal storage that meet or exceed 500 square

feet in gross floor area require a building permit and are subject to all applicable building and energy codes.

DISCUSSION

Ms. Kristen Tremblay, AICP, Zoning Administrator, points out in her memo that DRP routinely receives inquiries to permit structures for personal storage. The requested amendment would allow an applicant to seek a special exception for a building of any size to store personal property without having a principal residence in the A-1 Agricultural District. The building would be subject to the same principal building setbacks as a single-family dwelling in the zoning district and have an enhanced lot area (20 acres). The language as drafted only allows the building to be used for the storage of personal property and does not permit commercial storage or warehousing for a business. The department has determined that the proposed 20-acre minimum lot area would impact 1,716 parcels throughout the county (see attached map).

As part of any zoning permit application for an agricultural structure, staff verify that the property is under agricultural production, meeting the zoning definitions of “Agriculture” and “Farm”. For example, requests for properties under crop production are easily verified via aerial imagery. For agricultural structures associated with a forestry activity, the department requires a copy of a Forest Management Plan. Once the Certificate of Use and Occupancy is issued, the department will only conduct a follow-up inspection to verify that the building is being used for the specified purpose if a nuisance complaint is filed.

If this amendment were to be approved and a property owner wished to convert an existing building from agricultural to personal storage, a permit would be required. Structures at or above 500 square feet in gross floor area would be required to comply with all applicable building and energy codes in effect at the time of application as a change in use. Retrofitting a former agricultural structure may be difficult, since there are no requirements for plans or inspections of footers, foundations, truss systems, or insulation requirements under a zoning permit. It will likely result in engineering expenses for evaluation of code compliance, as well as the expense of improvements to bring the building up to code.

Regarding concerns relative to the storage of personal property outside of the building, this would best be addressed under § PH 1-101(a)(4) Nuisances, which limits the outdoor storage or accumulation of personal property to no greater than 100 square feet if the storage area is not visually screened from adjoining public road rights-of-way and adjoining properties or contained within the building.

RECOMMENDATION

Overall, the staff finds that this is a policy decision regarding whether to allow traditional accessory structures to be principal permitted structures. The requirement to obtain a special exception, as well as the applicable building code and energy code requirements may detract a property owner from seeking the necessary approvals for such a use. As always, I will be available at your upcoming meeting to discuss any questions or concerns that you have in regard to the proposed amendment.

cc: Roscoe Leslie, County Attorney
Matt Laick, GISP, Deputy Director
Kristen Tremblay, AICP, Zoning Administrator
File

Existing definitions and code references:

AGRICULTURE - The use of land, buildings and structures for forestry, dairying, pasturage, crop growth, horticulture, floriculture, viticulture, the raising of livestock and poultry for sale and including other conventional agriculture uses and structures such as farm offices, commercial and noncommercial greenhouses and nurseries, noncommercial fertilizer storage, noncommercial maintenance, storage and repair facilities, farm ponds, noncommercial grain dryers, barns, poultry and hog houses and the storage and application of manure produced by farm animals or poultry. The term "agriculture" shall not include commercial grain dryers or dwellings and shall not include the storage or application of sewage sludge. See definition of "farm."

FARM - A lot or parcel of five or more acres which is conscientiously and consistently managed for bona fide agricultural purposes.

NONCOMMERCIAL - Any activity conducted for personal use or enjoyment without the intent of realizing a profit through the sale of goods or services, or any use or activity conducted by a nonprofit organization.

PRIVATE - Any land or structure not owned and operated by a public or quasi-public jurisdiction or organization.

§ ZS 1-305(p)(3): No accessory use or structure shall be permitted on a lot unless the principal use or structure was in existence previously or until construction of the principal structure is diligently pursued; provided, however, that a single customary residential accessory structure less than five hundred square feet in area, a single private dock, boat ramp or pier abutting a single-family lot may be constructed for the exclusive, personal use of the lot owner.

§ PH 1-101(a)(4): Other than as provided in Subsections (a)(4)A and B below, the outdoor storage or accumulation of personal property occupying greater than one hundred square feet of land area per parcel or lot, including but not limited to the following: appliances, appliance parts, furniture, linens, household goods, lawn mowers, auto, truck, boat, recreational vehicle, motorcycle or bicycle parts, scrap metal, glass, scrap paper, bicycles, wire, electrical or plumbing parts and fixtures, tools, building supplies and materials not in storage for existing permitted construction activity on the site.

- A. When the storage or accumulation of personal property as described in Subsection (a)(4) above is visually screened from adjoining public road rights-of-way and adjoining properties or contained wholly within a completely enclosed structure, the storage or accumulation of personal property may occupy greater than one hundred square feet of land area per parcel or lot.
- B. The provisions of this subsection shall not apply to properties utilized for bona fide agricultural purposes.

APPLICANT’S VERSION

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 24-__

BY:
INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Zoning – Private, noncommercial storage buildings in the A-1 Agricultural District

For the purpose of amending the Zoning and Subdivision Control Article to allow as a special exception use private, noncommercial buildings for the storage of personal property without a principal residence.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-201(c)(34) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § ZS 1-210(c)(35) and a new subsection § ZS 1-210(c)(34) be enacted to read as follows:

- (34) Private, noncommercial buildings for the storage of personal property. Minimum lot requirements shall be: lot area, twenty acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, fifty feet.

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

PASSED this _____ day of _____, 2024.

Worcester County

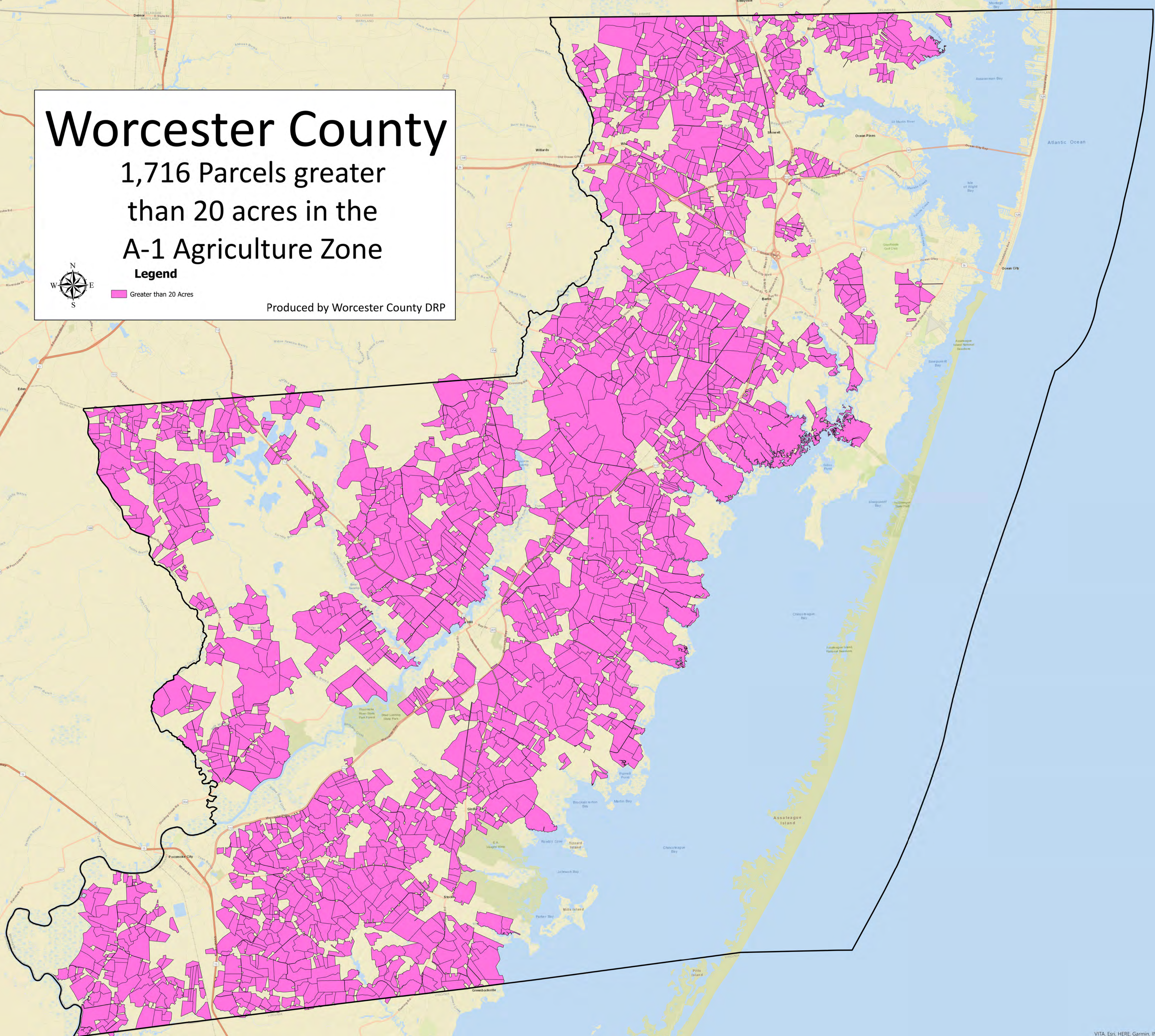
1,716 Parcels greater than 20 acres in the A-1 Agriculture Zone



Legend

Greater than 20 Acres

Produced by Worcester County DRP





DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Jennifer K. Keener, AICP, Director; Matthew Laick, GISP, Deputy Director
From: Kristen M. Tremblay, AICP, Zoning Administrator
Date: March 20, 2024
Re: Zoning Ordinance Proposed Text Amendment – Add a new subsection ZS1-201(c)(34)
– Private, noncommercial storage buildings in the A-1 Agricultural District

.....
Thank you for providing me with an opportunity to comment on the proposed text amendment requested by Jonathan Anders.

The proposed text amendment seeks to allow a private, noncommercial storage building as a special exception in the A-1 Agricultural District.

Personal storage is traditionally viewed as an accessory to principle uses on properties. I have had multiple inquiries of a similar vein in order to place a pole barn for personal storage with no other land uses proposed, so there is some interest beyond the applicant in doing this type of land use. However, I do not feel that a traditional ‘accessory’ land use should be permitted as a ‘principle’ land use.

I would be concerned that the personal storage component could spill out into the entire property - not just within enclosed walls or that business property would also be stored in these structures. Enforcement of ‘personal property only’ would be problematic and difficult to accomplish on a quotidian basis. There is no suggestion by the applicant that this use would be ‘screened’ or otherwise blocked from public view or subject to landscaping requirements.

In the A-1 Agricultural District, an accessory ‘personal storage barn’ is permissible in conjunction with another principle use such as a residence.

I do not believe the code should be amended at this time.

Please let me know if you have any other questions.

MEMORANDUM

To: Roscoe Leslie, County Attorney
 Kristen Tremblay, AICP, Zoning Administrator
 Matthew Laick, GISP, Deputy Director

From: Jennifer Keener, AICP, Director

Date: February 29, 2024

Re: Text Amendment Application – Add a new subsection §ZS 1-201(c)(34) – Private, noncommercial storage buildings in the A-1 Agricultural District

Jonathan Anders has submitted a text amendment application to add a special exception use to the A-1 Agricultural District to allow private, noncommercial storage buildings. A copy of the draft bill language is attached for your consideration.

Currently, § ZS 1-305(p)(3) limits accessory buildings (sheds, pole barns, garages, etc.) to no more than 500 square feet for personal storage without having a principal use/ dwelling on the property. Only agricultural storage buildings are allowed to exceed this size, but must be located on an active farm, and used for agricultural storage only. Agricultural structures and accessory buildings under 500 square feet in gross floor area are permitted under zoning permits, with only a final inspection required for placement.

The request would allow a building of any size for the storage of personal property without having a principal residence. Structures over 500 square feet would be required to comply with all applicable building and energy codes in effect at the time of application for a building permit. The department has determined that the proposed 20-acre minimum lot area would impact 1,716 parcels throughout the county.

I intend to present this amendment at the April 4, 2024, Planning Commission meeting. Therefore, please send any comments you may have on the application by Wednesday, March 20, 2024, so that I may finalize the staff report.

If you have questions or need additional information, please let me know.



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

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

(For Office Use Only – Please Do Not Write in this Space)

Date Received by Office of the County Commissioners _____

Date Received by Development Review and Permitting _____

Date Reviewed by the Planning Commission _____

I. Application: Proposals for amendments to the text of the Zoning and Subdivision Control Article may be made by any interested person who is a resident of Worcester County, a taxpayer therein, or by any governmental agency of the County. Check applicable status below:

- a. Resident of Worcester County: _____
- b. Taxpayer of Worcester County: X
- c. Governmental Agency: _____
(Name of Agency)

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

a. Section Number: ZS 1:II


b. Page Number: 7

c. Proposed revised text, addition or deletion:
 See attached request.

III. Reasons for Requesting Text Change:

a. Please list reasons or other information as to why the proposed text change is necessary and therefore requested:

IV. Signature of Applicants

Signature(s): 

Printed Name(s): JONATHAN W. ANDERS

Mailing Address: 11702 TURVILLE LANE, BERLIN, MD. 21811

Phone Number: 443-841-2096

Email: JANDERS@BENECURV.COM

Date: 2/22/24

V. Signature of Attorney

Signature: _____

Printed Name: _____

Mailing Address: _____

Phone Number: _____

Email: _____

Date: _____

VI. General Information Relating to the Text Change Process

a. Applications for text amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 24-04

BY: Commissioners Abbott, Fiori, Mitrecic, and Purnell
INTRODUCED: May 7, 2024

A BILL ENTITLED

AN ACT Concerning

Zoning – Private, noncommercial storage buildings in the A-1 Agricultural District

For the purpose of amending the Zoning and Subdivision Control Article to allow as a special exception use private, noncommercial buildings for the storage of personal property without a principal residence.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-201(c)(34) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § ZS 1-201(c)(35) and a new subsection § ZS 1-201(c)(34) be enacted to read as follows:

- (34) Private, noncommercial buildings for the storage of personal property. Minimum lot requirements shall be: lot area, twenty acres; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, twenty feet; and rear yard setback, fifty feet.

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.