

# AGENDA

## WORCESTER COUNTY COMMISSIONERS

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

April 16, 2019

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 hiring a Water System Supervisor for Water and Wastewater and a Mosquito Control Foreman Trainee for Public Works; considering posting to fill vacancies for a Database Administrator/Programming Trainee for Information Technology, and a Correctional Officer Trainee for the Jail; considering a requested promotion in the Sheriff's Office; reviewing other personnel matters in the Sheriff's Office and Library; consulting with staff about potential litigation; receiving legal advice from Counsel; and performing administrative functions
- 10:00 - Call to Order, Prayer (Arlene Page), Pledge of Allegiance
- 10:01 - Report on Closed Session; Review and Approval of Minutes
- 10:05 - Presentation of Commendations to Isabell Emond - Worcester County Page to General Assembly and Charles "Buddy" Jenkins - 2019 Stephen N. Parker Conservation Legacy Award Recipient 1 2
- 10:20 - Public Hearing - Community Development Block Grant (CDBG) Progress and Application for Housing Rehabilitation Program 3
- 10:30 - Public Hearing - Proposed Dissolution of the Sunset Village Service Area which is now served with Potable Water by the Mystic Harbour Service Area 4
- 10:40 - Chief Administrative Officer: Administrative Matters 5-17  
(FY20 Tax Ditch Roll Certification - Tax Ditch Rates and Managers; Recreation and Parks Department Agreements and Contracts; Award of Bids for Diakonia Shelter Renovation Project with CDBG Funding; Award of Bid for Sewer Cleaning and Inspection Services in West Ocean City Service Area; Proposal for Edgewater Acres Sanitary Service Area Water Treatment Plant Site Disposal; Frontier Town Pump Station and Force Main Turnover Documents; Request for Reconsideration of Water and Sewerage Plan Amendment Disapproval - Mystic Harbour Service Area - Sea Oaks; Grant Agreement for Oversight of Best Available Technology Septic Systems; Jail Construction Project - Change Order #1 - Emergency Fire Pump Power; Proposed Annexation by Town of Berlin; Request for Nuisance Abatement - 2844 Byrd Road, Pocomoke City; Proposed Policy on Retiree Insurance Payment Process and Delinquent Accounts; Pending Board Appointments; and potentially other administrative matters)
- 10:50 -
- 11:00 - Legislative Session - Introduction of Bill - Revenue - Hotel Rental Tax 18
- 11:10 - Chief Administrative Officer: Administrative Matters 5-17, continued
- 11:20 -
- 11:30 -
- 11:40 -
- 11:50 -
- 12:00 - Questions from the Press; County Commissioner's Remarks

Lunch

- 1:00 PM - Vote to Meet In Closed Session in Commissioners' Conference Room - Room 1103 Government Center, One West Market Street, Snow Hill, Maryland - to Conduct Interviews for Economic Development Director N

- 1:20 -  
1:40 -  
2:00 -

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

Please be thoughtful and considerate of others.  
**Turn off your cell phones & pagers during the meeting!**

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

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

April 2, 2019

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

Following a motion by Commissioner Bunting, seconded by Commissioner Bertino, with Commissioners Church and Mitrecic temporarily absent, the Commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1), (7), and (8) 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 Harold L. Higgins, Assistant Chief Administrative Officer Kelly Shannahan, County Attorney Maureen Howarth, Public Information Officer Kim Moses, Human Resources Director Stacey Norton; Public Works Director John Tustin, and Public Works Deputy Director John Ross. Topics discussed and actions taken included: hiring Michael Bowen as a Maintenance Worker III within the Maintenance Division of Public Works; promoting George Schoepf from temporary Sergeant to permanent Sergeant and hiring Kaelan Patterson as a Correctional Officer Trainee within the County Jail; reviewing vacancies in the Roads Division of Public Works and a vacancy within Emergency Services; acknowledging the hiring of Marie Northam as a Youth Services Specialist at the Ocean City Branch Library; receiving legal advice from counsel; consulting with staff about pending litigation; and performing administrative functions, including: receiving FY19 monthly financial update and preventing sexual harassment training update; discussing retiree insurance delinquent accounts; and discussing penalty settlement at the Mystic Harbour Wastewater Treatment Plant.

Following a motion by Commissioner Mitrecic, seconded by Commissioner Bertino, the Commissioners unanimously voted to adjourn their closed session at 9:52 a.m.

After the closed session, the Commissioners reconvened in open session. Commissioner Purnell called the meeting to order, and following a morning prayer by Arlene Page and pledge of allegiance, announced the topics discussed during the morning closed session.

The Commissioners reviewed and approved the open and closed session minutes of their March 19, 2018 meeting as presented.

The Commissioners received objections and other public comments on the proposed disposal of surplus County vehicles and equipment no longer used by the County, by auctioning

these items on GovDeals.com. There being no objections, upon a motion by Commissioner Mitrecic, the Commissioners unanimously agreed that the list of personal property, including vehicles, furniture, and equipment will be sold online at [www.govdeals.com](http://www.govdeals.com) as County surplus property.

The Commissioners presented a proclamation to Department of Social Services (DSS) Director Roberta Baldwin and several members of her staff recognizing April as National Child Abuse Prevention Month in Worcester County and encouraged residents to remain aware and involved, so that abuse and neglect can be detected early or prevented from occurring entirely.

The Commissioners presented a proclamation to Housing Program Administrator Jo Ellen Bynum recognizing April as Fair Housing Month in Worcester County to celebrate the passage of the Fair Housing Act of 1968, which eliminates housing discrimination and promotes economic opportunity and diverse communities through public understanding, recognizing that inclusive communities are vibrant communities, which provide residents of all backgrounds with access to quality schools and increased opportunities for self-sufficiency.

The Commissioners met with Human Resources Director Stacey Norton and Volunteer Services Manager Kelly Brinkley to proclaim the week of April 7-13, 2019 as National Volunteer Week and to present commendations to recognize 58 volunteers for their long-term service on the many Worcester County boards and commissions, which enhances the services provided to County citizens, towns, and the County. Those recognized included Adult Public Guardianship Board members Dr. William Greer (11 years) and Richard Collins (23 years); Commission on Aging Board members Cynthia Malament (11 years) and Lloyd Parks (10 years); Agricultural Preservation Advisory Board members Kathy Drew (12 years) and Ed Phillips (13 years); Agricultural Reconciliation Board members Dean Ennis (12 years) and Brooks Clayville (18 years); Building Code Appeals Board members Elbert Davis (15 years), Kevin Holland (22 years), James Spicknall (14 years), and Jim Wilson (16 years); Drug and Alcohol Abuse Council members Jim Freeman, Jr. (14 years) and Colleen Wareing (12 years); Economic Development Advisory Board members John Glorioso (10 years), Ralph Shockley (10 years), and Robert Fisher (31 years); Board of Electrical Examiners members Carl Smith (20 years), J.T. Novak (11 years), Kenneth Lambertson (22 years), Michael Patchett (10 years), and Duane Duncan (13 years); Ethics Commission member Bruce Spangler (16 years); Housing Review Board members John Glorioso (12 years), Donna Dillon (10 years), and Sharon Teagle (18 years); Local Management Board - Initiative to Preserve Families Board members Ira F. "Buck" Shockley (15 years), Eloise Henry Gordy (11 years), and Mark Frostrom (19 years); Library Board members Ron Cascio (10 years) and Vivian Nicholson Pruitt (10 years); Local Development Council for Ocean Downs Casino members Rod Murray (10 years); Ocean City Mayor Rick Meehan (10 years), Berlin Mayor Gee Williams (10 years), Jim Rosenberg (10 years), Ocean Pines Police Chief David Massey (10 years), and Cam Bunting (10 years); Planning Commission members Betty Smith (11 years), Brooks Clayville (16 years), and Marlene Ott (10 years); Property Tax Assessment Appeal Board member Robert D. Rose (12 years); Recreation Advisory Board member Alvin "Hondo" Handy (12 years); Social Services Advisory Board member Nancy Howard (10 years); Solid Waste Advisory Committee members James Rosenberg (12 years) and

Wendell Purnell (who was recognized posthumously for 20 years of service); Tourism Advisory Committee member Barbara Tull (15 years); Water and Sewer Advisory Council members for the Mystic Harbour Service Area Joseph Weitzell (13 years), Bob Hunt (12 years), and Richard Jendrek (13 years); Water and Sewer Advisory Council members for the Ocean Pines Service Area Frederick Stiehl (12 years) and James Spicknall (11 years); Water and Sewer Advisory Council members for the West Ocean City Service Area Deborah Maphis (23 years) and Gail Fowler (15 years); Board of Zoning Appeals member Joseph W. Green, Jr. (13 years); and Commission for Women members Charlotte Cathell (eight years), Eloise Henry Gordy (nine years), Nancy Fortney (six years), and Teola Brittingham (nine years).

In response to a question by Commissioner Elder, Assistant Chief Administrative Officer Kelly Shannahan advised that the service of these individuals reflects a total of 774 volunteer years.

The Commissioners conducted a public hearing on a request to amend the Comprehensive Water and Sewerage Plan and expand service areas submitted by Attorney Mark Cropper, on behalf of River Run Development Associates, LLC (River Run) and Nichols-Neff Properties, LLC to reclassify the sewer and water planning areas from S-6/W-6 (no planned service) to S-1/W-1 (present to two years) for two adjacent parcels known as the former Pine Shore North Golf Course, in conjunction with expanding the River Run sewer planning area and the Ocean Pines water planning area to serve a proposed residential development on the subject properties. Environmental Programs Director Bob Mitchell reviewed the request, noting that the subject property is located on Beauchamp Road, east of Racetrack Road, north of the current boundary of the Ocean Pines Sanitary Service Area (SSA), and directly southwest of the current boundary of the River Run SSA, and more specifically is identified on Tax Map 15 as Parcels 127 and 259. He stated that the applicant is proposing that the sanitary services for the expanded SSA be provided by the purchase of 90 equivalent dwelling units (EDUs) of potable water capacity from the Ocean Pines SSA and 90 EDUs of wastewater treatment capacity purchased from available excess capacity from the River Run SSA. Mr. Mitchell concluded that the Planning Commission found the proposed amendment to be consistent with the County's Comprehensive Development Plan and the zoning category for the subject properties and granted the application a favorable recommendation. In response to a question by Commissioner Bertino, Mr. Mitchell stated that there would be no adverse impact from the expansion on Ocean Pines ratepayers.

Commissioner Purnell opened the floor to receive public comment.

Mr. Cropper stated that the staff and Planning Commission reports are correct and accurate, asked that they be included as evidence, and adopted them as his testimony. He then asked the Commissioners to amend the Water and Sewerage Plan and to expand the Ocean Pines SSA and the River Run SSA to add the former Pine Shore North Golf Course property based on these findings.

There being no further public comment, Commissioner Purnell closed the public hearing.

Upon a motion by Commissioner Bunting, the Commissioners unanimously adopted the Findings of Fact and Resolution No. 19-8 amending the Comprehensive Water and Sewerage Plan to reclassify and expand the water planning area of the Ocean Pines SSA and the sewer planning area of the River Run SSA to provide public water and sewer service to the former Pine

Shore North Golf Course property; and Resolution No. 19-9 expanding the Ocean Pines SSA and the River Run SSA to add the former Pine Shore North Golf Course property.

The Commissioners conducted a public hearing to consider a request from Hugh Cropper, IV, Esquire, on behalf of Moore's Boatyard, LLC to award 4.71 acres of the County's Atlantic Coastal Bays Critical Area Growth Allocation to a property on North Piney Point Road in Bishopville. Mr. Mitchell reviewed the history of the site and the application to reclassify 4.71 acres identified on Tax Map 10 as Parcels 4, 171, and 304 from Resource Conservation Area (RCA) to Limited Development Area (LDA) within the County's Critical Area program. He advised that the growth allocation is needed to accommodate the construction of a proposed 46,000-square-foot warehouse and associated parking area at the facility on North Piney Point Road in Bishopville, as new commercial, industrial, and institutional uses are not permitted in a RCA. He concluded that the Planning Commission reviewed this request and gave it a favorable recommendation, and 373.89 acres of growth allocation are available if the Commissioners are inclined to approve this request.

Commissioner Purnell opened the floor to receive public comment.

Mr. Cropper stated that the property was acquired by the Hudson family, commercial fishermen in the boat repair business, in 1894. He further stated that the site has been used for boat repairs, heavy lifts, and other heavy equipment and machinery for more than 100 years, and it was one of the first marine railways to operate in Worcester County and all of Maryland. He asked the Commissioners to include the staff and Planning Commission reports as evidence, along with Mr. Mitchell's testimony here today and a 1989 photo capturing heavy industrial activities that were taking place on the property at that time. Mr. Cropper stated that, when the County established the Critical Area program, a portion of this site was lumped in with the residential subdivision Holiday Harbor and thus reclassified to 4.63 acres LDA and 4.71 acres RCA. He stated that this was clearly a mistake and asked the Commissioners to approve the requested growth allocation.

Land Planner Bob Hand stated that this project meets or exceeds all standards. He also reviewed the proposed environmental enhancements proposed in the Buffer Management Plan for the site, including upgrading the septic to Best Available Technology (BAT), eradicating phragmites and bamboo from the wetlands, and constructing rain gardens to enhance water quality. For these reasons, he asked the Commissioners to grant their request for a waiver to reduce the required setback from 300 to 100 feet.

Environmental Consultant Chris McCabe advised that the proposed enhancements to improve water quality meet or exceed all the criteria required for the awarding of the growth allocation, and he asked the Commissioners to approve the request.

There being no further public comment, Commissioner Purnell closed the public hearing.

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously adopted the Findings of Fact and Resolution No. 19-10 awarding growth allocation to Moore's Boatyard, LLC on the east side of North Piney Point Road in Bishopville within the Atlantic Coastal Bays Critical Area, with the waiver reducing the 300-foot setback to 100 feet based on the proffered environmental enhancements.

Atlantic General Hospital (AGH) President and Chief Executive Officer Michael Franklin

met with the Commissioners to discuss the Atlantic General Hospital and Health System 2018 in Review/What's Coming in 2019 community update. Mr. Franklin presented a PowerPoint, which covered AGH's 2020 Vision and Mission (care.coordination); Year Over Year Comparison for FY17 and FY18 for billing, cost of care, operating margin, community support, along with the total margin and State assessment; Community Impact of \$13.5 million on the economy (more than 900 positions for local residents and a total payroll of over \$55 million) and quality of life; AGH 2019 Goals - Focused on the "Quadruple Aim" and Strategic Plan and Structure - Right Care, People, Place, Partners, Hospital; FY19 Strategic Initiatives; Strategic Investment in Our Community - the AGH Foundation \$10 million capital campaign to upgrade five existing facilities; Women's Health Center project, which has been completed and offers numerous diagnostic and therapy treatments, and its impact; Vision for a Regional Cancer Care Center, which broke ground in 2017 and the program's impact since opening June 27, 2018 (41% increase in new patients and 52% increase in total patients); FY19 Strategic Initiatives - Master Facility Planning for modernization of patient care areas, surgical services renovation, and Emergency Department expansion; Global and Domain Comparisons, which show a need to upgrade the actual hospital environment; and the Concept Design for the new outpatient center on MD Rt. 589 near Ocean Pines; Healthcare in Maryland: What's Coming in 2019; The Maryland Primary Care Program; Care Transformation Organizations; Medication Nonadherence: Data and Analytics Can Make an Impact (50% of patients are nonadherent at any given time); Medication Therapy Management (MTM) Actual vs Projected Volume of Participants; Readmissions from MTM Population during the first year of the program, including total readmissions avoided, the readmission rate of 1.3%, and estimated cost avoidance of \$135,648 per 150 patients; and MTM Recognition, which earned AGH the Maryland Rural Health Practitioner Award for 2018 and recognition as a model program in the State. Mr. Franklin extended his thanks to the more than 400 volunteers who support AGH services and save the hospital roughly \$650,000 in salary costs per year, noting that AGH runs on volunteers. The Commissioners thanked Mr. Franklin for his presentation.

The Commissioners met with Housing Program Administrator Jo Ellen Bynum regarding a request by the Maryland Department of Housing and Community Development (DHCD) for Worcester County's continued participation in the "On Behalf Of" (OBO) Maryland Mortgage Program, which provides low interest loans primarily to first-time home buyers as well as to those home buyers who have not owned their principal residence within the last three years, as well as the Maryland Home Credit Program. Upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to irrevocably transfer Worcester County's full \$1,842,085 tax-exempt housing bond allocation to the DHCD Community Development Administration for use in issuing housing bonds or mortgage credit certificates on behalf of Worcester County, as set forth in the 2019 allocation of the Maryland State Ceiling for use under the Maryland Mortgage Program and the Maryland Home Credit Program.

Pursuant to the request of Local Management Board (LMB) Director Jessica Sexauer and upon a motion by Commissioner Mitrecic, the Commissioners unanimously authorized Commission President Purnell to sign the 2020 LMB grant proposal for funding totaling \$832,918 through the Governor's Office for Children to fund the following programs: WE3:

Worcester Employment, Education, and Empowerment Program; Building Bridges; Comprehensive Parenting; Adverse Childhood Experiences Training and Education; Mentoring Services; and Growing a Healthy Community.

Pursuant to the request of Economic Development Deputy Director Kathryn Gordon and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Commission President Purnell to sign the 2019 County Video Program agreement between CGI Communications, Inc. and the County Commissioners, with CGI to produce a total of six, one-minute videos to be featured on the County website, which could include but are not limited to the following topics: economic development, business and industry, quality of life, tourism and attractions, real estate development, healthcare, education, and parks and recreation. Ms. Gordon advised that Economic Development will use the videos as marketing tools and will work with CGI to develop content and scripts for these videos. The County will also be required to provide a letter of introduction for the program on County letterhead to be used by CGI in conjunction with their program.

Pursuant to the request of Emergency Services Director Billy Birch and upon a motion by Commissioner Mitrecic, the Commissioners unanimously accepted the proposal from Smith Planning and Design, LLC of Cumberland, Maryland at a total cost of \$19,950 to prepare the Worcester County Hazard Mitigation Plan Update. Mr. Birch advised that the County must update this plan every five years to remain eligible for disaster relief funding from the Federal Emergency Management Agency (FEMA).

Pursuant to the request of Mr. Birch and upon a motion by Commissioner Elder, the Commissioners unanimously approved the request for proposals (RFP) for design, delivery, and installation of a new communications shelter at the Snow Hill water tower. Chief Administrative Officer Harold Higgins advised that \$300,000 was previously set aside within the Assigned Fund Balance for this purpose.

Pursuant to the request of Environmental Programs Director Bob Mitchell in response to a written request from Maryland Coastal Bays Program (MCBP) Executive Director Frank Piorko and upon a motion by Commissioner Mitrecic, the Commissioners voted 6-1, with Commissioner Elder voting in opposition, to approve an in-kind match of approximately \$550,000 for the Environmental Protection Agency (EPA) National Estuary Program (NEP) grant for the period of October 1, 2019 to September 30, 2020. Mr. Mitchell explained that the County will provide an equivalent match using non-federal Rural Legacy Program funds and potentially any remaining Bay Restoration Fund (BRF) grant funds, and Maryland Department of Natural Resources (DNR) Coastal Resiliency grant funds, all from the above-stated time period for this match, so there will be no direct cost to the County.

The Commissioners met with Public Works Director John Tustin to review and discuss the Mosquito Control Program budget for the 2019 season, as outlined in a letter to the County from Brian Prendergast, Maryland Department of Agriculture (MDA) Mosquito Control Program Manager. Mr. Tustin stated that the proposed budget requires County funding of \$83,940 for the

Mosquito Control Program in Worcester County, with State funding of \$82,260 and community funding of \$240,300 for a total budget of \$406,500. Mr. Tustin stated that staff is recommending no changes to last year's program.

Upon a motion by Commissioner Church, the Commissioners approved the proposed budget for Worcester County Mosquito Control for Calendar Year 2019 between MDA and the County Commissioners. Mr. Tustin advised that, like last year, area residents who participate in the program would be required to pay the \$65 fee per residential household up front to cover a portion of the cost of spraying.

The Commissioners met with Mr. Tustin to discuss a proposed final payment adjustment to Allan Meyers for the completion of Cell No. 5 construction project at the Central Landfill, as recommended by EA Engineering. Mr. Tustin stated that the substantial completion of the project exceeded the contract completion date, which could result in the assessment of liquidated damages of \$25,000 to Allan Meyers. He stated that given the excessive rainfall during the course of construction and Allan Myers staff's extraordinary efforts to deal with the issues, including working 10-hour days, seven days per week during the project, he concurred with EA's assessment and recommended the Commissioners withhold \$12,500 from the final payment, as liquidated damages for this project in lieu of attempting to legally collect the \$25,000, which Allan Meyers would contest. He concluded that the project is complete, and Allen Meyers has agreed to this \$12,500 withholding.

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved staff's recommendation to withhold \$12,500 from the final payment to Allen Myers for the reasons previously stated.

Pursuant to the request of Budget Officer Kathy Whited and upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the required advertisement entitled "Notice of Public Hearing FY20 Requested Operating Budgets," which will run in area newspapers the weeks of April 25 and May 1, 2019 advising the public that the budget hearing will take place on Tuesday, May 7, 2019 at 7:00 p.m. at Stephen Decatur High School (SDHS).

The Commissioners met with Ms. Whited to review the proposed FY20 Constant Yield Advertisement, which has already been approved by the Maryland Department of Assessments and Taxation, to be advertised in area newspapers during the week of April 25, 2019. Ms. Whited explained that, in accordance with State law, the notice states that, for the tax year beginning July 1, 2019, the estimated real property assessable base will increase by 1.4%, from \$15,393,741,626 to \$15,616,625,511, and if the County maintains the current tax rate of \$0.835 per \$100 of assessment, real property tax revenues will increase by \$1,861,080 or 1.4%. The notice states that, to fully offset the effect of increasing assessments, the real property tax rate should be reduced to \$0.8231 per \$100 of assessment, the Constant Yield Tax Rate (CYTR). The County is considering not reducing its real property tax rate enough to fully offset increasing assessments and instead proposes to adopt a real property tax rate of \$0.8666 per \$100 of assessment. This tax rate is 5.3% higher than the CYTR and will generate an additional \$6,793,232 in real property tax revenues. Ms. Whited reiterated that this language is required by State law, even though she understands that the Commissioners do not intend to actually increase the real property tax rate to

\$0.8666 per \$100 of assessment.

Upon a motion by Commissioner Bertino, the Commissioners unanimously approved the FY20 Constant Yield Tax Rate advertisement, as required by State law.

Mr. Higgins informed the Commissioners that staff just confirmed that the County obtained a 2.35% effective interest rate from Fidelity Capital Markets for the Consolidated Public Improvement Bonds, 2019 Series to build the new Showell Elementary School, a new athletic field and track at SDHS, to complete construction of Cell No. 5 at the Central Landfill, and to complete various water and wastewater improvements in the Ocean Pines and Riddle Farm Sanitary Service Areas. He advised that the details are being finalized now, and staff will present a final bond resolution for the Commissioners to review and approve at the start of their budget work session later that afternoon.

In response to a question by Commissioner Bunting, Assistant Chief Administrative Officer Kelly Shannahan confirmed that the County was assigned a stable outlook and thus retained its current ratings from the three rating agencies as follows: AA+ for Standard and Poor's, Aa2 for Moody's Investors Service, and AA for Fitch.

Following a motion by Commissioner Bunting, seconded by Commissioner Bertino, with Commissioners Church and Mitrecic temporarily absent, the Commissioners unanimously voted to meet in closed session at 2:54 p.m. in the Commissioners' Meeting Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(8) 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 Harold L. Higgins, Assistant Chief Administrative Officer Kelly Shannahan, County Attorney Maureen Howarth, and Public Information Officer Kim Moses. Topics discussed and actions taken included receiving legal advice related to an ongoing lawsuit.

Following a motion by Commissioner Mitrecic, seconded by Commissioner Nordstrom, the Commissioners unanimously voted to adjourn their closed session at 2:57 p.m. to meet again in Budget Work Session on April 9, 2019.

The Commissioners met with Finance Officer Phil Thompson and Financial Consultant Joe Mason of Davenport & Company, LLC to review the bids for the Consolidated Public Improvement Bonds, 2019 Series as referenced earlier. The winning bid by Fidelity Capital Markets included a premium of \$6.6 million that will be used to reduce the total amount borrowed. As a result, the County received proceeds of \$46 million for the needed planned capital projects, while only being required to pay back \$39.8 million. Mr. Thompson stated that this will result in a savings of more than \$5.98 million over the life of issue, with approximately \$370,000 to be saved in FY20 alone.

Mr. Mason congratulated the County on receiving 11 bids, which included four bids below an interest rate of 2.4%, which he characterized as extraordinary. After some discussion and upon a motion by Commissioner Bertino, the Commissioners unanimously adopted Resolution No. 19-11, a supplemental resolution of the County Commissioners, supplementing

Resolution No. 19-7, providing for the acceptance of bids received and awarding the 2019 Series Bonds to Fidelity Capital Markets at a rate of 2.353561%.

The Commissioners answered questions from the press, after which they adjourned for lunch and to conduct a budget work session.



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

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

OFFICE OF THE  
COUNTY COMMISSIONERS

## Worcester County

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

### COMMENDATION

**WHEREAS**, Stephen Decatur High School senior Isabell Emond was selected to serve as Worcester County's Page to the 2019 Maryland General Assembly. She received this honor for her dedication to academic excellence, a keen interest in how government works, and for demonstrating a great potential for leadership; and

**WHEREAS**, Miss Emond has proven herself to be an outstanding leader who has been active in the Youth IN Government Model government program, testified on behalf of the Maryland Coastal Bays in the Maryland Senate, and founded a youth civic action club.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby commend **Isabell Emond** for her service as Worcester County's Page to the 2019 Maryland General Assembly and express to her our pride in her accomplishments.

Executed under the Seal of the County of Worcester, State of Maryland, this 16<sup>th</sup> day of April, in the Year of Our Lord Two Thousand and Nineteen.



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Diana Purnell, President

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Joseph M. Mitrecic, Vice President

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Anthony W. Bertino, Jr.

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Madison J. Bunting, Jr.

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James C. Church

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Theodore J. Elder

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Joshua C. Nordstrom



LOUIS H. TAYLOR  
Superintendent of Schools

H. STEPHEN PRICE  
Chief Safety Officer

JOHN R. QUINN, Ed.D.  
Chief Academic Officer

VINCENT E. TOLBERT, CPA  
Chief Financial Officer

ANNETTE E. WALLACE, Ed.D.  
Chief Operating Officer

# The Board of Education of Worcester County

6270 Worcester Highway  
Newark, Maryland 21841  
www.worcesterk12.org  
Telephone: (410) 632-5000  
Fax: (410) 632-0364

November 6, 2018

INFO ✓

Board Members

WILLIAM L. GORDY  
President

ERIC W. CROPPER, SR.  
Vice-President

BARRY Q. BRITTINGHAM, SR.

J. DOUGLAS DRYDEN

ELENA J. MCCOMAS

ROBERT A. ROTHERMEL, JR.

SARA D. THOMPSON

Copy: Kim Moses ✓

to prepare Commendation  
for Spring 2019 after  
Legislative Session

Mr. Harold Higgins  
Office of the County Commissioners  
Worcester County Government Center  
One W. Market Street, Room 1103  
Snow Hill, MD 21863

Dear Mr. Higgins:

Isabell Emond of Stephen Decatur High School has been selected as Worcester County's Page to the 2019 Maryland General Assembly.

Isabell has demonstrated a keen interest in how government works. She has been active in the Youth IN Government Model government program and founded a youth civic action club. Isabell has testified on behalf of Maryland Coastal Bays in the Maryland Senate.

It is certain that she will be an excellent page for Worcester County.

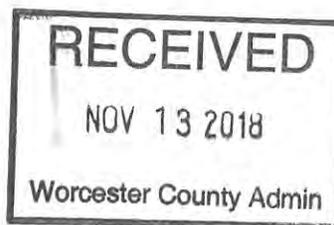
Please contact me if you have questions.

Sincerely,

Joshua L. Fradel, Ed.D  
Coordinator of Instruction

JLF:tpt

cc: Lou Taylor, Superintendent of Schools





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

COMMISSIONERS  
DIANA PURNELL, PRESIDENT  
JOSEPH M. MITREČIĆ, VICE PRESIDENT  
ANTHONY W. BERTINO, JR.  
MADISON J. BUNTING, JR.  
JAMES C. CHURCH  
THEODORE J. ELDER  
JOSHUA C. NORDSTROM

OFFICE OF THE  
COUNTY COMMISSIONERS

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

### COMMENDATION

**WHEREAS**, Charles “Buddy” Jenkins has been named the 2019 Stephen N. Parker Conservation Legacy Award recipient by the Lower Shore Land Trust; and

**WHEREAS**, Mr. Jenkins, an exemplary citizen engaged in ongoing service to the community, received this award for his contributions to private land conservation on the Lower Eastern Shore, and specifically for preserving his more than 2,000-acre property, which consists of prime agricultural and coastal wetlands, from future development.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby commend **Charles “Buddy” Jenkins** for being selected as the 2019 Stephen N. Parker Conservation Legacy Award recipient.

Executed under the Seal of the County of Worcester, State of Maryland, this 16<sup>th</sup> day of April, in the Year of Our Lord Two Thousand and Nineteen.

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Diana Purnell, President

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Joseph M. Mitrećić, Vice President

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

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James C. Church

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Theodore J. Elder

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Joshua C. Nordstrom



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**NOTICE OF PUBLIC HEARING**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRESS AND APPLICATION**  
**WORCESTER COUNTY, MARYLAND**

The Worcester County Commissioners will conduct a public hearing to obtain the views of citizens on community, economic development, and housing needs to be considered for submission of an application to the Maryland Community Development Block Grant (CDBG) Program. Citizens will have the opportunity to discuss proposed projects and to provide input on other needs to be considered. A draft of the application to be submitted will be available for the public to review beginning on May 13, 2019 to May 20, 2019 at the County Commissioners Office, Room 1103 Government Center, One West Market Street, Snow Hill, Maryland 21863. Additionally, the progress of the County's current CDBG Housing Rehabilitation grant will be reviewed at this hearing. The hearing will be held on:

**TUESDAY, APRIL 16, 2019**  
**AT 10:20 A.M.** in the  
COUNTY COMMISSIONERS MEETING ROOM  
Room 1101- Government Center  
One West Market Street, Snow Hill, MD 21863

- Citizens will be furnished with information including but not limited to:
- The amount of CDBG funds available for State Fiscal Year 2020;
  - The range of activities that may be undertaken with CDBG funds; and
  - The proposed projects under consideration by Worcester County

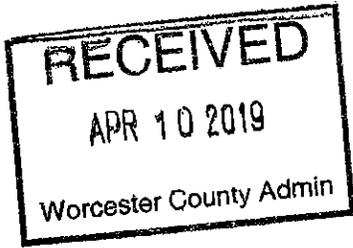
The Maryland CDBG Program is a federally funded program designed to assist governments with activities directed toward neighborhood and housing revitalization, economic development, and improved community facilities and services. It is administered by the Maryland Department of Housing and Community Development (DHCD).

The Maryland CDBG Program reflects the State's economic and community development priorities and provides public funds for activities which meet one of the following national objectives, in accordance with the Housing and Community Development Act of 1974, as amended, that:

1. Benefit low and moderate income persons and households;
2. Aid in the prevention or elimination of slums or blight;
3. Meet other community development needs of an urgent nature, or that are an immediate threat to community health and welfare.

Efforts will be made to accommodate the disabled and non-English speaking residents with 5 days' advanced notice to Kelly Shannahan at 410-632-1194. Questions may be directed to Jo Ellen Bynum, Housing Program Administrator, at 410-632-1200, ext. 1171.

Diana Purnell, President  
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

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

ZONING DIVISION  
BUILDING DIVISION  
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

# Memorandum

To: Worcester County Commissioners

CC: File

From: Jo Ellen Bynum *JEB*

Date: 4/10/2019

Re: Public Hearing #1 for FY2020 Housing Rehabilitation Grant Application & Public Hearing #2  
Progress Report for Housing Rehabilitation Grant MD-18-CD-21

The State of Maryland is currently accepting applications from local jurisdictions to its Community Development Block Grant (CDBG) Program. HUD has awarded a total of \$7,778,516 to the State to be utilized for community, economic development and housing needs.

Worcester County addresses economic and community development needs through its office of Economic Development, which strives to support local priority funding areas, including municipalities, other existing communities, industrial areas and designated planned growth areas. In addition, economic development activities support municipal area improvements and assist in attracting and retaining new and expanding businesses to these locations. CDBG funding coordinates State and local government efforts to promote economic development and new growth and to increase family sustaining jobs that will raise the standard of living for County residents.

Since 1987, Worcester County has successfully administrated a Housing Rehabilitation Program to address the housing repair needs of residents. To date, 298 homes have been rehabilitated and 27 homes have been replaced to meet HUD's minimum livability standards. This Program assigns priority to extremely low income, disabled, and elderly applicants, as well as to eliminating imminent health and safety hazards. Additional information on the project need and description is attached.

Worcester currently has one open housing grant, MD-18-CD-21, received in 2017 in the amount of \$300,000 for the rehabilitation of 18 owner-occupied homes. All available funding under this grant has been obligated to projects; construction is complete on 11 of the homes and the remaining 7 homes will be completed by the grant ending date of August 31, 2019. At this time, I am proposing that the Commissioners allow me to submit a grant application on behalf of Worcester County in the amount of

\$300,000 for the rehabilitation of an additional 18 owner-occupied homes County-wide. The draft application will be available for review in the Worcester County Commissioners Office from May 13 through May 20, 2019.

The requested funds would cover the construction costs, relocation costs and lead testing and clearance costs associated with the continuance of the Worcester County Housing Rehabilitation Program. 100% of the requested \$300,000 in grant funding will be utilized to meet the national objective of benefit to low and moderate income persons. The \$75,000 of required County matching funds will be met through in-kind expenditures associated with the administration of the program over the two-year period. Qualifying expenditures include the Program Administrator and Inspector's fees, flood determination reports, credit reports, appraisals, advertising expenses, mailings and office supplies.

Finally, to indicate approval to move forward with the application, please authorize Commission President Diana Purnell to sign the attached Authorizing Resolution and Statement of Assurances and Certifications. These documents are then to be returned to my office for submission with the grant application.

Project Description  
Worcester County Housing Rehabilitation Program

Worcester County is seeking Community Development Block Grant funding to support the continuation of our county-wide housing rehabilitation program. Since the creation of this program in 1987, the County has not wavered in its dedication to providing the financial and administrative support necessary to ensure the betterment of living conditions for the residents of the County.

The requested CDBG monies will be leveraged with the State Special Loans Program, USDA Rural Development, Shore-Up!, Inc., and both the State and Federal Lead Hazard Grant and Loan Programs to achieve general rehabilitation and lead abatement of 18 owner-occupied homes. Additionally, a portion of the funding will be used for relocation of families unable to live in their homes during lead abatement, as well as to cover the expenses associated with lead clearance testing following completion of the affected rehabilitation projects.

The Worcester County Housing Rehabilitation Program gives priority consideration to the disabled, those over the age of 62, households of extremely low income, and dwelling conditions that present health or safety hazards. Upon notification of a grant award from the State, the Worcester County Housing Review Board will review all qualified applications based on the above parameters and approve 18 projects for grant and loan funding. Projects approved by the Board will be referred to the County Commissioners for review and bid solicitation. Successful bidders will then be approved by the Commissioners on the basis of the fairness of the bid price and expected construction timelines. Grantees will then sign a construction contract and grant agreement and/or promissory note outlining the terms of assistance being offered upon receipt of a successful project bid. Once these closing documents are signed, an Order to Proceed will be issued to the contractor authorizing construction start.

During the construction process, periodic inspections will be performed by the Program Inspector to ensure that all work conforms to code and is of good quality. Progress payments are made to the contractor based upon the inspector's review and approval of all completed work. Final payments are not issued until the inspector, homeowner and program administrator sign the final request. For projects that require lead abatement measures, a passing lead clearance test must be submitted along with the request for final payment.

## PART B

**PROJECT NEED/IMPACT: Describe the need for the proposed project. Include statistics and other documentation supporting the described need. How will the project make an impact on the described need?**

The 2014 A.L.I.C.E. study conducted in Maryland by the United Way offers a snapshot of the economic conditions in Worcester County, which in turn speaks to the need for the housing rehabilitation services that our Program provides. The study documents that, in general, one of the consequences of living below the A.L.I.C.E. threshold is that families in this category are forced to live in substandard housing.<sup>1</sup> To further define the need, the study found that 10% of the households in Worcester County are below poverty level and 21% are below the A.L.I.C.E. income threshold. This translates to 31% total or 6,352 households in Worcester County that have insufficient disposable income after meeting their basic survival needs to budget for items such as home repairs.<sup>2</sup>

Past studies of the housing conditions in Worcester County corroborate the parallel the A.L.I.C.E. study draws between income level and housing conditions. A study of substandard housing in Worcester County conducted by Dr. Marvin Tossey of the Center for Family and Community Life, identified a total of 278 houses classified as substandard. 63 of these dwellings were found to be occupied; the balance were assumed to be vacant or abandoned.<sup>3</sup> An additional 65 to 70 housing units were judged to be marginal in relationship to the standards of this survey as they "fell just below the cutoff score for inclusion."<sup>4</sup>

Dr. Tossey's team was able to gain access to 38 of the 63 identified substandard houses to conduct in-depth interviews to obtain socio-economic data for inclusion in the study. The results of these interviews clearly show that the occupants themselves have insufficient incomes to fund the needed repairs to their homes. The findings revealed that 52.6% of the households were categorized as extremely low income, 31.6% were low income, and the balance of 15.8% households were of moderate income.<sup>5</sup> This information may be extrapolated to infer that all of the 133 identified substandard and marginal units fall within the low to moderate income parameters of the CDBG program, thus all would be eligible to receive grant funding.

Another indicator of the need for outside funding is the estimated present value of

<sup>1</sup> See attached p. 3, United Way ALICE Report-Maryland

<sup>2</sup> See attached p. 166, United Way ALICE Report-Maryland

<sup>3</sup> See attached Table 9, Page 19 Worcester County Substandard Housing Study 2004, Dr. Marvin Tossey

<sup>4</sup> See attached Pages 19-21 Worcester County Substandard Housing Study 2004, Dr. Marvin Tossey

<sup>5</sup> See attached Table 27, page 33 Worcester County Substandard Housing Study 2004, Dr. Marvin Tossey

the substandard homes. The surveyor determined that 33.0% of the units were valued below \$30,000 and 46.4% were valued between \$30,000 and \$75,000.<sup>6</sup> These values indicate that even if the households had available discretionary income to make home equity loan payments, the value of the homes would in most cases be insufficient for a private lender to consider financing rehabilitation.

Additionally, since the judgment for classification as substandard was made in regard to the outside appearance of the homes, three areas of need for rehabilitation were not encompassed within the study: well replacement, septic system replacement, and lead abatement. As all three situations present health hazards, they are of priority consideration for funding under our Program guidelines. The Worcester County Department of Environmental Programs issues permits for an average of 54 replacements of failed septic systems per year and 91 replacement wells per year. As we remain largely a rural county, there will be an ongoing need for well and septic system funding in the interest of the welfare of each individual family and the community in general.

The 2017 American Community Survey identified 2,725 of the owner-occupied housing units in Worcester County to be of pre-1980 construction, placing a large number of Worcester County residents at risk for lead paint exposure. Lead abatement work has become a significant cost to the projects that our Program undertakes, accounting for 36% of the total rehabilitation cost per project. These units are additionally far below the standards of the 2012 Energy Code. As energy costs continue to rise, residents in less efficient homes would benefit from the HVAC, insulation and window and door upgrades that are incorporated into each of our general rehabilitation projects.

At this point in time, the Worcester County Housing Rehabilitation Program has successfully rehabilitated 298 homes. Continuing to offer rehabilitation services on the basis of our aging housing stock and the economic status of the residents will have a direct positive impact on the living conditions of our residents.

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<sup>6</sup> See attached Table 12, Page 24 Worcester County Substandard Housing Study 2004, Dr. Marvin Tossey

**RESOLUTION AUTHORIZING THE FILING OF A  
COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION  
TO FUND A HOUSING REHABILITATION PROGRAM  
IN WORCESTER COUNTY IN STATE FISCAL YEAR 2020**

WHEREAS, the State of Maryland through the Department of Housing and Community Development (DHCD) has solicited applications from eligible jurisdictions to apply for funding under the Maryland Community Development Block Grant Program (CDBG); and

WHEREAS, Worcester County is eligible to apply for funds from the Maryland CDBG program through the Maryland Department of Housing and Community Development (DHCD); and

WHEREAS, the Worcester County Commissioners held the required public hearing on April 16, 2019 related to the formulation of Worcester County's CDBG Application; and

WHEREAS, the Worcester County Commissioners understand and acknowledge that they would be responsible for completion of grant activities and any corrective actions including the repayment of funds if necessary.

NOW, THEREFORE, BE IT RESOLVED, that the County Commissioners of Worcester County, Maryland hereby authorize the submittal of an application for Community Development Block Grant funds in the amount of \$300,000 this 16<sup>th</sup> day of April 2019 for the following project: County-Wide Owner-Occupied Housing Rehabilitation Program.

AND BE IT FURTHER RESOLVED, that Commission President Diana Purnell is authorized and empowered to execute any and all documents required for the submission of the application.

PASSED AND ADOPTED this 16<sup>th</sup> day of April, 2019.

ATTEST:

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

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

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

\_\_\_\_\_  
Joseph M. Mitrecic, Vice President

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

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

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

\_\_\_\_\_  
Theodore J. Elder

\_\_\_\_\_  
Joshua C. Nordstrom

## STATEMENT OF ASSURANCES AND CERTIFICATIONS

The applicant hereby assures and certifies that it:

1. has adopted and maintains a written Citizen Participation Plan in accordance with the citizen participation requirements for the Community Development Block Grant (CDBG) Program at the Code of Federal Regulations 24 Part 570.486; and
2. held a public hearing and provided appropriate notice to ensure participation of citizens in the development the project and of this application for CDBG funding; and
3. assures that all reasonable steps have been taken to minimize the displacement of persons as a result of CDBG assisted activities identified in this application; and
4. in the event that our project does trigger displacement of persons, we will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49CFR Part 24 and it has in effect and is following a Residential Anti-Displacement and Relocation Assistance Plan required under Section 104(d) of the Housing and Community Development Act of 1974, 42 U.S.C. § 5304(d), as amended, in connection with any activity assisted with funding under the CDBG Program; and
5. will not attempt to recover any capital costs of public improvements assisted with CDBG funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than with CDBG funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds if the State certifies that it lacks CDBG funds to cover the assessment; and
6. will conduct and administer grant in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations and agrees to take action to affirmatively further fair housing; and
7. has adopted and is enforcing or will adopt if a new applicants:
  - a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
8. will certify, to the best of the certifying official's knowledge and belief, that:
  - a) no Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

- b) if any funds other than Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form- LLL, Disclosure Form to Report lobbying in accordance with its instructions; and
  - c) it will require that the language of paragraphs (a) and (b) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
9. will adhere to federal and state Code of Conduct or Conflict of Interest standards relative to conflict of interest restrictions and financial disclosure requirements for local elected officials and candidates; and
10. will prevent fraud, waste and abuse of federal funds and ensure that funds are expended on activities that are reasonable and necessary;
11. will comply with the provisions of Title I of the Housing and Community Development Act of 1974, 42 U.S.C. § 5301 et seq., as amended, Title 24 CFR Part 570, and with other applicable State and Federal laws if awarded this grant; and
12. will ensure that, if applicable, any subrecipient, developer or business will comply with all regulations, policies and laws that govern this grant.

I declare that I am duly authorized to make these certifications on behalf of the applicant and certify that the above actions have or will be taken.

Diana Purnell  
President, Worcester County  
Typed Name and Title  
Chief Elected Official Commissioners

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

TEL: 410-632-1194  
FAX: 410-632-3131  
E-MAIL: admin@co.worcester.md.us  
WEB: www.co.worcester.md.us



OFFICE OF THE  
COUNTY COMMISSIONERS

**Worcester County**

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

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

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



**FAXED**  
3/13/19 @ 5:04 pm

March 14, 2019

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

Please print the following Notice of Public Hearing for the Dissolution of the Sunset Village Sanitary Service Area in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on April 4, 2019 and April 11, 2019. Thank you.

**NOTICE OF PUBLIC HEARING  
DISSOLUTION OF SUNSET VILLAGE SERVICE AREA  
WORCESTER COUNTY, MARYLAND**

The Worcester County Commissioners have determined that the Sunset Village Service Area is no longer necessary since this development now receives public water service from the Mystic Harbour Sanitary Service Area and are therefore proposing dissolution of the Sunset Village Service Area in accordance with the provisions of Sections PW 5-311 and PW 5-305 of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland.

The Sunset Village Service Area was established on February 14, 1989 by Resolution No. 89-22 for the purposes of providing potable water service to the Sunset Village development. The service area includes the following parcel: Worcester County Tax Map 27, Parcel 617, located southeast of the intersection of Sunset Avenue and Stephen Decatur Highway (MD Route 611), which is within the boundary of the Mystic Harbour Sanitary Service Area.

The proposal is to dissolve the Sunset Village Service Area since the Mystic Harbour Sanitary Service Area has been providing this community with potable water service for the past fifteen (15) years. In 1989, the County Commissioners accepted water supply facilities constructed to serve the Sunset Village community. In 2003, bond funding was provided which enabled the Sunset Village community to connect to the Mystic Harbour water system. Since connection to the Mystic Harbour water system, the Sunset Village community facilities have not been used. On August 1, 2017, the debt incurred to connect Sunset Village to the Mystic Harbour water system was paid in full. This connection provided potable water for the eighty-four (84) equivalent dwelling units (EDUs) serving the Sunset Village community.

The staff investigation of the proposal to dissolve the sanitary service area found that: the Sunset Village community is now being served by the Mystic Harbour Sanitary Service Area (MHSSA) for their potable water needs which is desirable for the comfort, convenience, health, safety and welfare of the people to

be served and no longer need a separate system; the continued provision of potable water service from MHSSA is feasible from an engineering standpoint and from an economic standpoint; the proposal is in the best interest of the public health, safety and welfare of the residents of the County; the proposal will not be unduly detrimental to the environment; and the continued operation of the MHSSA facilities will be in accordance with all required permits and applicable standards.

A public hearing on the proposed dissolution of the Sunset Village Service Area will be held on

**TUESDAY, APRIL 16, 2019**  
**at 10:30 A.M.**

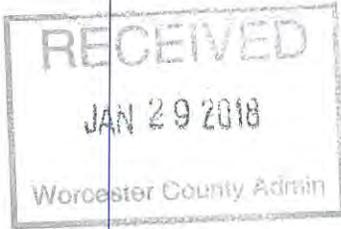
in the

County Commissioners' Meeting Room  
Room 1101 Government Center, One West Market Street  
Snow Hill, Maryland 21863

A copy of the staff report on the proposed dissolution of the Sunset Village Service Area, and any associated documents, may be obtained from County Administration, Room 1103 (1<sup>st</sup> Floor) - Government Center, One West Market Street, Snow Hill, Maryland. These documents may be reviewed during the regular business hours of 8:00 A.M. to 4:30 P.M., Monday through Friday (except Holidays). Anyone having questions should contact John Tustin, P.E., Director of Public Works, at (410) 632-5623.

All interested citizens are encouraged to attend the hearing and express their views on the proposed dissolution of the service area. Both written and oral testimony will be accepted.

THE WORCESTER COUNTY COMMISSIONERS



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

MEMORANDUM

JOHN H. TUSTIN, P.E.  
DIRECTOR

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

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

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E. Director of Public Works *JHT*  
**DATE:** January 28, 2019  
**SUBJECT:** Sunset Village Service Area

DIVISIONS

**MAINTENANCE**  
TEL: 410-632-3766  
FAX: 410-632-1753

**ROADS**  
TEL: 410-632-2244  
FAX: 410-632-0020

**SOLID WASTE**  
TEL: 410-632-3177  
FAX: 410-632-3000

**FLEET MANAGEMENT**  
TEL: 410-632-5675  
FAX: 410-632-1753

**WATER AND WASTEWATER**  
TEL: 410-641-5251  
FAX: 410-641-5185

.....  
In 2003 the Sunset Village Service Area obtained funding to connect to the Mystic Harbour Water System. At that time, a pipeline interconnection was made and Sunset Village became a Mystic Harbour customer.

Like the South Point Village Service Area, which was recently dissolved, the debt has now been paid and there is no longer a need for this service area. Unlike South Point Village, the water plant at Sunset Village is in excellent condition and produces nearly 100,000 gallons of water per day. It has been used during periods of high water consumption to assist in meeting customer demands. Pictures of the facility are attached.

Considering that the Mystic Harbour Service Area has been providing this development water for the past 15 years and that the debt of the service area is now retired, we believe it is time to dissolve this service area as outlined in Section 5-311 of the Public Works Article while keeping the water plant as an asset of the Mystic Harbour Service Area. The final step in dissolving the service area would be to provide the required notice and hold a public hearing to receive comments on the proposal.

If you have any questions, please do not hesitate to contact us.

Attachments

cc: Jessica Wilson, Enterprise Fund Controller  
John S. Ross, Deputy Director

**APPROVED**  
Worcester County Commissioners  
Date HH 2/5/19

Department of Public Works  
Water and Wastewater Division  
Sunset Village Water Treatment Plant Photos



RESOLUTION APPROVING CREATION OF  
SUNSET VILLAGE WATER SERVICE AREA

WHEREAS, the Worcester County Sanitary Commission has adopted a Resolution on January 10, 1989 proposing to create the Sunset Village Water Service Area pursuant to Sections 9-647 and 9-648 of the Environment Article of the Annotated Code of Maryland; and

WHEREAS, the County Commissioners held a public hearing on February 14, 1989 to consider the proposed service area; and

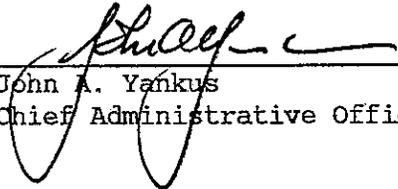
WHEREAS, there were no objections voiced at the public hearing to the proposed service area;

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County that they:

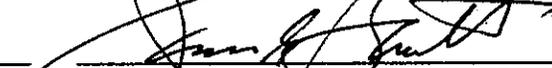
- 1) Concur with the findings of the Sanitary Commission that the Sunset Village Service Area is necessary for the existing or future health, safety and welfare of the public in general; and is feasible financially from an engineering standpoint; and
- 2) Approve the creation of the Sunset Village Service Area as described in the Resolution of the Sanitary Commission and under such conditions as set forth in said Resolution.

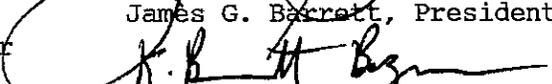
PASSED AND ENACTED this 14<sup>th</sup> day of February, 1989.

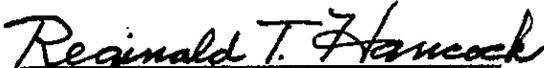
ATTEST:

  
 \_\_\_\_\_  
 John A. Yankus  
 Chief Administrative Officer

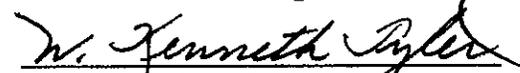
WORCESTER COUNTY COMMISSIONERS

  
 \_\_\_\_\_  
 James G. Barrett, President

  
 \_\_\_\_\_  
 K. Bennett Bozman

  
 \_\_\_\_\_  
 Reginald T. Hancock

  
 \_\_\_\_\_  
 Carlton E. Massey

  
 \_\_\_\_\_  
 W. Kenneth Tyler

RESOLUTION

OF

WORCESTER COUNTY SANITARY COMMISSION

5

WHEREAS, application has been made to Worcester County Sanitary Commission, the governing body of the Worcester County Sanitary District, to create a water service area for the subdivision or development known as "Sunset Village", said subdivision or development being situate at the southeasterly corner of the intersection of Stephen Decatur Memorial Road (Maryland Route No. 611) and Sunset Avenue, in the section known as West Ocean City, in the Tenth Election District of Worcester County, Maryland; and

WHEREAS, pursuant to said application, the Worcester County Sanitary Commission has inquired into the creation of said water service area, and, in connection therewith, has made the following determinations and findings, as required by Section 9-647 of the Environment Article of the Annotated Code of Maryland:

(1) That the creation of the proposed water service area is necessary for the existing or future health, safety and welfare of the public in general, which said finding is supported by the conclusions expressed in a letter, dated December 16, 1988, to William Steger, the Chairman of the Worcester County Sanitary Commission, from Richard L. Wells, R. S., Chief Sanitarian of the Worcester County Department of Planning, Permits and Inspections, a copy of which said letter is attached hereto as Exhibit "A".

(2) That the water system planned for the aforesaid subdivision or development appears to be feasible from an engineering standpoint; and

(3) That, since the owner and developer of the subdivision or development intend to construct said water system at their expense, and to dedicate it to the Commission (which said dedication the Commission does not intend to accept until the water system has been in operation sufficiently long to permit an objective assessment that it is engineered correctly, that it is suitable for its intended purposes, and that it is functioning in adequate manner), the establishment of the water service area is financially feasible.

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Accordingly, upon motion duly made, seconded and unanimously carried, the Worcester County Sanitary Commission does, this 10<sup>TH</sup> day of JANUARY, in the year nineteen hundred and eighty-nine (1989), adopt the following resolution:

RESOLVED, that the Worcester County Sanitary Commission proposes to create a water service area to be known as "Sunset Village Water Service Area", to provide water service to the aforesaid subdivision or development, said water service area to include all lands lying within the boundaries of said subdivision or development as shown on the plat attached hereto as Exhibit "B", the same being incorporated herein by reference.

WORCESTER COUNTY SANITARY COMMISSION

Norman F. Dennis  
Norman F. Dennis, Secretary

William A. Steger Sr.  
William A. Steger, Sr., Chairman

Norman F. Dennis  
Norman F. Dennis

Joseph M. Byrd Sr.  
Joseph M. Byrd, Sr.  
MEMBERS

n/f  
Seaside, Inc.

S 20° 00' 00" W

459.5'

458.6' TO FND. MON.

FOUND MON.

18.0'

S 82° 41' 00" E

SUNSET AVENUE

742.18'



6.008 Acres  
(Proposed Multi-family area)

973.60'

738.6'

Lands of Mystic Harbor

TOTAL AREA OF SITE  
7.139 Acres

Existing Zoning Classification  
B-2 General Business

Denotes area conveyed to State of Md. for widening of Route 611

N 23° 00' E  
258.24

1.131 Acres  
(Proposed Commercial area)

906.88' E pavement

164.70'

N 89° 16' 41" E  
45.48'

75.63'

FOUND MON.

ROUTE 611

(per S.H.A. S.R.C. PLAT No. 49131)

122.88'

N 67° 00' 00" W  
255.0'

TO ASSATEAGUE



L. E. Bunting Jr.

L. E. Bunting Surveys, Inc.  
MARYLAND & VIRGINIA  
LAND SURVEYING  
24 BROAD STREET  
BERLIN, MARYLAND 21811  
301-641-3313

DEED REF. :  
1057 / 499

BOUNDARY SURVEY  
showing property of  
PURNELL JARVIS, LTD.  
Tax Map 27, Parcel 345  
TENTH ELECTION DISTRICT  
WORCESTER COUNTY, MARYLAND  
SCALE : 1" = 100' DATE : 8/2/88  
JOB NO. : 2423/88

8

- (m) Assessment appeals. Any person alleging an error in the application of the criteria or standards used in determining the number of equivalent dwelling units assessed, or in the calculation of some other method of assessment allowed under the provisions of this section, or the procedures adopted to implement the assessment system, shall be entitled to appeal, in individual cases, such assessments to the County Commissioners within such time periods and in accordance with such procedures as the County Commissioners may from time to time adopt by resolution. There shall be no appeal from the assessment methods or procedures. In the event of a reduction in assessment, the property owner shall be entitled to a refund for the then current year only.

**§ PW 5-311. Dissolution.**

Where the County Commissioners determine that a sanitary service area or sub-area is no longer necessary based upon the criteria set forth in § PW 5-305(b)(2)A through § PW 5-305(b)(2)E, the sanitary service area or sub-area may be dissolved in accordance with the procedures in this Subtitle for establishment.

**§ PW 5-312. Additional provisions.**

Nothing contained in this Subtitle shall be construed to limit or diminish any other powers or authority relating to the provision of water or wastewater service granted to the county under the Environment Article of the Annotated Code of Maryland or any other provisions of public general law. Where such other powers are in conflict with provisions of this Subtitle then the provisions of this Subtitle shall govern without any such limitation.

**§ PW 5-313. Effect on existing agreements.**

Nothing in this Subtitle shall abrogate or amend any such terms of any legally enforceable agreement entered into between any developer or sanitary service area and the Worcester County Sanitary District or the County Commissioners enforceable and in effect on the effective date hereof (including, but not limited to, the agreement made on the 25th day of November, 1997, by and between MH Utilities Corporation, Mystic Harbour Water and Wastewater Services, Inc. and the Worcester County Commissioners) to the extent that the provisions of this Subtitle are in conflict with matters specifically and directly addressed in said terms, otherwise the provisions of this Subtitle shall apply. Specifically, however, where such agreements provide for transfer of facilities, expansion of service areas, or service outside service areas, then the provisions of the agreement shall govern.

**§ PW 5-314. Decision of Commissioners to be final.**

Any person who has been denied a permit, license or approval by any county department or official acting pursuant to this Subtitle may, in writing within 30 days of such action, apply to the County Commissioners for a review of such action. The Commissioners shall provide the applicant with a right to be heard thereon upon at least 15 days notice. The decision of the Commissioners shall be final and not subject to any appeal to any board or court.

**§ PW 5-305. Sanitary service areas, sub-areas and amendments.**

- (a) Criteria for establishment. A sanitary service area may be created only if it can be demonstrated, and the County Commissioners find that the establishment is (1) necessary for the existing or future health, safety and welfare of the public in general or is in the best interest of the county at large, and (2) feasible financially and from an engineering standpoint. A sanitary service area may include non-contiguous parcels. Parcels wholly within the boundaries of a service area may be excluded from the service area.
- (b) Procedure. The procedure for the establishment of a sanitary service area, sub-area or amendment thereto shall be as follows:
- (1) Initiation of the process for sanitary service areas or sub-areas to be established or amended may be by petition or by action of the County Commissioners as follows:
    - A. By petition. The owner or owners of property may petition the County Commissioners for the establishment of a sanitary service area to serve that sub-area or amendment thereto. The petition must describe the geographic area proposed for the sanitary service area, sub-area or amendment. The petition shall be on such forms as prescribed by the County Commissioners and must be signed by not less than 67% of the property owners in the proposed service area, sub-area or amended area. The petition shall be accompanied by a plat of the proposed service area, drawings, maps, plans, studies, construction information and other information as may be required by the County Commissioners.
    - B. By action of the County Commissioners. If the County Commissioners determine that the establishment of a sanitary service area, sub-area or amendment thereto may be desirable in accordance with the criteria in this Subtitle, then the Commissioners may pass a resolution providing for an investigation of such proposed sanitary service area, sub-area or amendment.
  - (2) Action on Petition or Resolution. The Commissioners shall make an investigation and evaluation of the proposal set forth in the petition or resolution. In evaluating the proposal, the Commissioners shall consider the following:
    - A. Desirability of the facility for comfort, convenience, health, safety and welfare of the people who will or in the future may be served by the proposal.
    - B. Feasibility of construction and operation from an engineering standpoint as well as from an economic standpoint of the proposal.
    - C. Whether or not the proposal is in the best interest of the public health, safety and welfare of all residents of the county.
    - D. Whether or not the proposal will not be unduly detrimental to the environment of the county.
    - E. Whether or not the design and operation of any facility included in the proposal is in accordance with all required permits and applicable standards.

- (3) Hearing. The Commissioners shall hold at least one public hearing on the proposed establishment of a sanitary service area, sub-area or amendment thereto which shall be advertised at least once per week for two consecutive weeks prior to the hearing in a newspaper of general circulation in the area of the proposed action. The public hearing may be held in conjunction with any other public hearing required for the approval of the proposal.
- A. (Reserved)<sup>8</sup>
- (4) Approval/Disapproval. Following the public hearing the Commissioners may approve the proposal and establish a service area, sub-area or amend the same by resolution. The resolution shall specify and include: (1) the name of the service area or sub-area; (2) a geographic description of the service area or sub-area; (3) a description of the proposed sanitary facilities and a plan and schedule for the construction of the facilities; (4) the number of equivalent dwelling units to be served in the sanitary service area or sub-area; (5) an allocation of the equivalent dwelling units for existing parcels and for parcels planned for development; and (6) such other matters as the County Commissioners may deem appropriate. A copy of the resolution agreement implementing same and a plat of the boundaries of the service area or sub-area shall be recorded among the land records of the county. The County Commissioners may deny the proposal if it is found that the proposal is not necessary for the existing or future health, safety and welfare of the public in general or if the proposal is not feasible financially or from an engineering standpoint. Should construction of any facilities fail to commence within ten years from the date of the resolution, the County Commissioners may dissolve the service area or sub-area as herein provided. The decision of the County Commissioners shall be final. The resolution shall establish a special taxing district.
- (5) Cost and fees. In the case of a petition, all costs expended and fees, as from time to time prescribed by the County Commissioners, shall be paid by the petitioners at such time as demanded by the County Commissioners, provided, however, that the County Commissioners may determine that in a case where the petition is for the correction of existing conditions which are hazardous to the public health and the environment, the Commissioners may waive the fees or costs. In addition, the County Commissioners may pay such fees and costs and charge them to the service area or sub-area upon its establishment. Nothing herein shall preclude the County Commissioners from making other expenditures for studies or evaluations necessary to protect the health, safety and welfare of the people of the county and the environment.

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8. Editor's Note: Former Subsection (b)(3)A, which provided special provisions for hearings in the Ocean Pines Sanitary Service Area, was repealed 9-16-2003 by Bill No. 03-9.

**DRAFT**

**RESOLUTION NO. 19- \_\_\_\_**

**RESOLUTION DISSOLVING THE  
SUNSET VILLAGE SERVICE AREA**

WHEREAS, pursuant to Section PW 5-305 of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland, and by Resolution No. 89-22 adopted on February 14, 1989, the County Commissioners of Worcester County, Maryland established the Sunset Village Service Area to provide potable water service to the Sunset Village development as identified on Worcester County Tax Map 27, Parcel 617, located southeast of the intersection of Sunset Avenue and Stephen Decatur Highway (MD Route 611), in West Ocean City, Worcester County, Maryland, which is within the boundary of the Mystic Harbour Sanitary Service Area; and

WHEREAS, in 2003, bond funding was provided which enabled the Sunset Village development to connect to the water system in the Mystic Harbour Sanitary Service Area to provide potable water for the eighty-four (84) equivalent dwelling units (EDUs) serving the Sunset Village community; since that time the Sunset Village water system has not been used, the debt incurred to connect the Sunset Village development to the Mystic Harbour water system was paid in full on August 1, 2017, and the Sunset Village Service Area may now be dissolved; and

WHEREAS, the staff investigation of the proposal to dissolve the sanitary service area found that: the Sunset Village community is now being served by the Mystic Harbour Sanitary Service Area (MHSSA) for their potable water needs which is desirable for the comfort, convenience, health, safety and welfare of the people to be served and no longer need a separate system; the continued provision of potable water service from MHSSA is feasible from an engineering standpoint and from an economic standpoint; the proposal is in the best interest of the public health, safety and welfare of the residents of the County; the proposal will not be unduly detrimental to the environment; and the continued operation of the MHSSA facilities will be in accordance with all required permits and applicable standards; and

WHEREAS, the County Commissioners held a duly advertised public hearing on April 16, 2019 to consider the proposal for dissolution of the Sunset Village Service Area;

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland, that the Sunset Village Service Area as identified on Worcester County Tax Map 27, Parcel 617, located southeast of the intersection of Sunset Avenue and Stephen Decatur Highway (MD Route 611), in West Ocean City, Worcester County, Maryland, is hereby dissolved.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

DRAFT

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

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

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

\_\_\_\_\_  
Joseph M. Mitrecic, Vice President

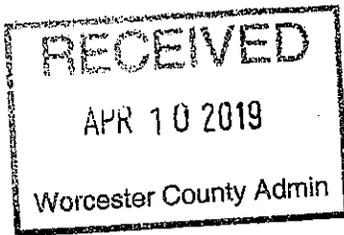
\_\_\_\_\_  
Anthony W. Bertino, Jr.

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

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

\_\_\_\_\_  
Theodore J. Elder

\_\_\_\_\_  
Joshua C. Nordstrom



5

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

OFFICE OF THE TREASURER

# Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1105  
P.O. Box 248  
SNOW HILL, MARYLAND  
21863

PHILLIP G. THOMPSON, CPA  
FINANCE OFFICER

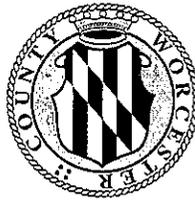
JENNIFER C. SWANTON, CPA  
ASSISTANT FINANCE OFFICER

See also page 6  
- appointment of new  
Timmonstown Tax Ditch Manager

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Phillip G. Thompson, Finance Officer *PGT*  
RE: Tax Ditch Roll Certification  
DATE: April 10, 2019

For purpose of compliance with Section 26.802 of the Local Government Article of the Annotated Code of Maryland, the County Commissioners are required to certify the drainage tax rolls to the County Treasurer. The drainage tax rolls have been bound in a binder for the Commissioners' approval. Also included is a separate summary memo requesting approval of the upcoming fiscal year's tax rates and managers for the various tax ditches. Please sign the attached certification and present it to the County Commissioners for official certification as well.

If you have any questions please do not hesitate to contact me.



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

OFFICE OF THE TREASURER

PHILLIP G. THOMPSON, CPA  
FINANCE OFFICER

# Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

JENNIFER C. SWANTON, CPA  
ASSISTANT FINANCE OFFICER

To: County Commissioners

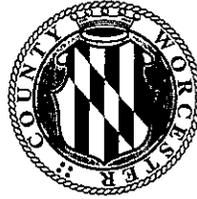
April 10, 2019

From: Phillip G. Thompson, Finance Officer  
Crystal Webster, Public Drainage Coordinator

Re: FY 2020 rates for Tax Ditches  
and Managers for Tax Ditches

Please approve the following tax rates for the upcoming FY 2020 year on the tax ditches listed below:

| TAX DITCH               | FY 2019 RATES      |  | FY 2020 RATES     |  | COMMENTS              |
|-------------------------|--------------------|--|-------------------|--|-----------------------|
|                         | Till/Wood/Minimum  |  | Till/Wood/Minimum |  |                       |
| Birch Branch            | 3.50/1.75/35.00    |  | 3.50/1.75/35.00   |  | Same as previous year |
| Coonsfoot               | 3.00/1.50/37.50    |  | 3.00/1.50/37.50   |  | Same as previous year |
| Dividing Creek (PU&UDC) | 7.00/3.50/30.00    |  | 7.00/3.50/30.00   |  | Same as previous year |
| Double Bridges Branch   | 2.50/1.25/25.00    |  | 2.50/1.25/25.00   |  | Same as previous year |
| Franklin Branch         | 3.60/2.10/ 50.00   |  | 3.60/2.10/ 50.00  |  | Same as previous year |
| Georgetown Branch       | 4.00/1.00/20.00    |  | 4.00/1.00/20.00   |  | Same as previous year |
| Goodwill Branch         | 2.50/1.50/25.00    |  | 2.50/1.50/25.00   |  | Same as previous year |
| Kitts Branch            | 6.00/5.00/20.00    |  | 6.00/5.00/20.00   |  | Same as previous year |
| Lewis Road              | 4.00/1.00/25.00    |  | 4.00/1.00/25.00   |  | Same as previous year |
| Middle Branch           | .80/ .20/15.00     |  | .80/ .20/20.00    |  | Increase minimum rate |
| Nassawango Branch       | 3.00/ .75/ -0      |  | 3.00/ .75/ -0-    |  | Same as previous year |
| Ninepin Branch          | 2.00/ .50/ 5.00    |  | 2.00/ .50/ 5.00   |  | Same as previous year |
| Passerdyke Branch       | 4.50/1.50/20.00    |  | 4.50/1.50/ 20.00  |  | Same as previous year |
| Pine Ridge Branch       | 3.50/ 2.50 / 35.00 |  | 3.50/2.50 / 35.00 |  | Same as previous year |
| Sinepuxent Branch       | 2.00/1 .00/ 10.00  |  | 6.00/5.00/20.00   |  | Increase all rates    |
| Taylorville (Lower)     | 3.00/ -0- /15.00   |  | 3.00/ -0- /15.00  |  | Same as previous year |
| Timmonstown Branch      | 1.25/ .80/ 5.00    |  | 1.25/ .80/ 5.00   |  | Same as previous year |
| Upper Taylorville       | 3.00/3.00/25.00    |  | 3.00/ 3.00/25.00  |  | Same as previous year |



TEL: 410-632-0666  
FAX: 410-632-3003

OFFICE OF THE TREASURER

# Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1105  
P.O. Box 248  
SNOW HILL, MARYLAND  
21863

PHILLIP G. THOMPSON, CPA  
FINANCE OFFICER

JENNIFER C. SWANTON, CPA  
ASSISTANT FINANCE OFFICER

FY 2020

Please approve the following managers for the following tax ditches:

## TAX DITCH

Birch Branch  
Coonsfoot Branch  
Dividing Creek Branch (Pusey & Upper)  
Double Bridges Branch  
Franklin Branch  
Georgetown  
Goodwill Branch  
Kitts Branch  
Lewis Road Branch  
Middle Branch  
Nassawango Branch  
Ninepin Branch  
Passerdyke  
Pine Ridge Branch  
Sinepuxent Branch  
Taylorville (Lower) Branch  
Timmonstown Branch  
Upper Taylorville Branch

## MANAGERS

Clifton Murray  
Lee Bradford  
Eric Culver  
Wesley Townsend  
Roger Bennett  
Eugene MCGee  
Donald Jones  
John Taylor  
Bill Harris  
Oliver Smith  
Kirk Carmean  
Greg Wilkins  
Charles Fleming III  
Harold R. Esham  
Bill Thompson Jr.  
James Warren  
Harry Taylor  
David Bradford

TEL: 410-632-1194  
FAX: 410-632-3131  
E-MAIL: admin@co.worcester.md.us  
WEB: www.co.worcester.md.us



OFFICE OF THE  
COUNTY COMMISSIONERS

## Worcester County

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

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

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

### PUBLIC DRAINAGE ASSOCIATION CERTIFICATIONS

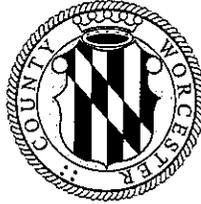
#### **Certification to County Commissioners of Compliance with LG §26-802 for FY 19**

I, Harold L. Higgins, Chief Administrative Officer and designated officer pursuant to Maryland Annotated Code, Local Government Article, §26-802, do hereby certify to the County Commissioners that the attached Tax Ditch-Public Drainage Association Assessment lists for FY 2019 conform to the requirements of the aforesaid §26-802.

\_\_\_\_\_  
Date

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

TEL: 410-632-1194  
FAX: 410-632-3131  
E-MAIL: admin@co.worcester.md.us  
WEB: www.co.worcester.md.us



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

OFFICE OF THE  
COUNTY COMMISSIONERS

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

## Worcester County

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

### Assessment Lists Certification by County Commissioners for FY19

We, the County Commissioners for Worcester County, Maryland, do hereby certify to Philip G. Thompson, Finance Officer and Treasurer for Worcester County, Maryland, that the attached Tax Ditch-Public Drainage Association Assessment lists for FY 2019 are hereby approved.

### Approval of Tax Rates and Managers

We, the County Commissioners for Worcester County, Maryland, approve the public drainage association tax rates and managers for the upcoming fiscal year, FY 2020.

ATTEST:

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

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

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

\_\_\_\_\_  
Joseph M. Mitrecic Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Anthony W. Bertino

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

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

\_\_\_\_\_  
Theodore J. Elder

\_\_\_\_\_  
Joshua C. Nordstrom



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

OFFICE OF THE TREASURER

## Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

PHILLIP G. THOMPSON, CPA  
FINANCE OFFICER

JENNIFER C. SWANTON, CPA  
ASSISTANT FINANCE OFFICER

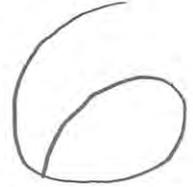
**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** Phillip G. Thompson, Finance Officer *PGT*  
**DATE:** April 10, 2019  
**SUBJECT:** Timmonstown Tax Ditch Association - Manager

It has recently come to our attention that one of the managers for the Timmonstown Tax Ditch Association, Mr. Rob Bailey, has resigned due to a change in his employment. The managers have found a viable candidate, Mr. Keith Littleton, who is willing to fill this vacancy and serve out the remaining 2 years of Mr. Bailey's term. As a result, I am asking that you appoint Mr. Littleton as a manager until the next annual meeting of the landowners which is scheduled for early 2020. This appointment will allow the County to continue processing invoices and activity related to providing needed maintenance and services to those served by the Timmonstown Tax Ditch.

Should you have any questions or concerns, please do not hesitate to contact me.



MEMORANDUM



TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Tom Perlozzo, Director of Recreation and Parks  
DATE: April 9, 2019  
SUBJECT: Contracts

Since being with the County, I have been reviewing various processes of the Department of Recreation and Parks. One such process is the handling of our regular contracts. My department has been signing the regular contracts listed below (in some cases this practice has occurred for 15 years and most were not signed by the Director). I discussed this issue with Maureen Howarth. I understand the County policy to be that only the Commission President can sign a contract unless the Commissioners approve some other process. Currently pursuant to an adopted resolution, you and Kelly Shannahan may sign a contract that the Commissioners have previously approved. For pavilion use agreements alone we may enter 150 contracts in a season. Maureen has reviewed all of the standard form agreements for me and changes have been made. To assist in the timely processing of these regular contracts, I would like to request the Commissioners to approve the below listed form contracts and as long as these set forms are used, allow the Director of Recreation and Parks to sign the contracts. If the Commissioners are not comfortable with this arrangement, I request the Commissioners approve the below listed form contracts and allow them to be signed by yourself or Kelly Shannahan. We process a large volume of these contracts and to keep the daily business of the department moving at a pace the citizens expect, I think this will be a great solution. Please let me know if you need further information. Thank you.

Regular Contracts

Page

- 1. Pavilion Use Agreements \_\_\_\_\_ 2
- 2. Park Use Agreements \_\_\_\_\_ 4
- 3. Recreation Use Agreement- Tournaments \_\_\_\_\_ 16
- 4. Recreation Center Use Agreement- Practices \_\_\_\_\_ 18
- 5. Non- County Affiliated Use Agreements \_\_\_\_\_ 19
- 6. Bus Trip Agreements \_\_\_\_\_ 21
- 7. Independent Contractor Agreements \_\_\_\_\_ 23
- 8. Housing Agreement per Event. \_\_\_\_\_ 27

WORCESTER COUNTY RECREATION & PARKS DEPARTMENT

EXCLUSIVE USE PAVILION AGREEMENT

Organization/Applicant: \_\_\_\_\_
Contact Person: \_\_\_\_\_
Address: \_\_\_\_\_
Business Phone: \_\_\_\_\_ Residence Phone: \_\_\_\_\_
Email Address: \_\_\_\_\_

Please complete and return to: Worcester County Department of Recreation & Parks, 6030 Public Landing Road, Snow Hill, MD. 21863 Phone: 410-632-2144 Fax: 410-632-1585.

This Agreement is made between \_\_\_\_\_ ("User") and the County Commissioners of Worcester County, Maryland by the Worcester County Department of Recreation & Parks (County) and permits the use of the pavilion noted below:

Please Check Pavilion Requested Below:

- Berlin-Northern Worcester Athletic Complex
Newark Park
Showell Park
Bishopville Park
Ocean City - Herring Creek Nature Park
Snow Hill - John Walter Smith Park
Girdletree Park
Pocomoke-Newtown Park
Stockton Park

The pavilion may be used in accordance with the following terms and conditions on the following date(s) and times (s):
\_\_\_\_\_ 2019 From \_\_\_\_\_ a.m./p.m. To \_\_\_\_\_ a.m./p.m.
Month/Day Time Time

Type of Event: (family reunion, picnic, birthday party, etc.) \_\_\_\_\_

Estimated Number of Attendees: \_\_\_\_\_

USER UNDERSTANDS AND AGREES TO THE FOLLOWING COUNTY FEES:

- User will be charged a fee of \$75.00 for a full day pavilion rental.
User hereby agrees to pay pavilion use fee to hold a reservation date. A full refund will be given if User cancels 14 days prior to event. If User cancels within 14 days of the event the payment will be forfeited, unless cancellation is due to inclement weather.
Events of over 100 participants & spectators may be monitored. The County will determine the number of monitors needed. The User will be required to pay for a monitor(s) to supervise the event at a rate determined by the County.

USER UNDERSTANDS AND AGREES TO THE FOLLOWING COUNTY POLICIES:

- Any User that reserves Worcester County Park Pavilions has first priority during their reserved time. However, if a reserved pavilion is not being used, Worcester County citizens have the option to use this pavilion free of charge until the Users who reserved the pavilion arrive.
Users are required to park in designated parking areas.

- User will assume all liability and hold County Commissioners of Worcester County, Maryland harmless for damage, injury and/or death by or on any items they supply or have supplied at the pavilion or grounds.
- All injuries are the responsibility of the individual and/or organization renting the facility. There is no insurance provided by the Worcester County Recreation & Parks Department for rentals
- **There is no electricity or running water at the pavilion.**
- User hereby agrees to be responsible for trash being placed in trash bins. If User is unwilling to place trash in bins, County then has the right to restrict the offending individual/organization privileges to use the facilities in the future.
- The User hereby agrees to clean up the pavilion upon conclusion of the event. Failure to clean up the pavilion may result in a pavilion clean up fee of \$50.00 per hour/per employee that was required to clean up the pavilion.
- Additional port-a-lets are the responsibility of the User.
- User is responsible for the conduct of its group.
- User is responsible for informing participants about parking regulations.
- **NO ALCOHOLIC BEVERAGES ARE PERMITTED.**
- The Worcester County Recreation & Parks Department reserves the right to cancel an event due to inclement weather.
- User shall not injure, mar or in any way deface the facility and shall not cause or permit anything to be done whereby the facility shall be in any manner injured, marred or defaced. User will not drive or permit to be driven, nails, hooks, tacks or screws into any part of the pavilion and will not make or allow to be made any alterations of any kind therein. Damages will be the responsibility of the User at the user's expense.
- **PENALTIES** - Failure to abide by the terms of the agreement may result in action by Worcester County Recreation & Parks Department. WCDRP will work with the User to attempt to correct any problems. If the User is unable or unwilling to correct the problem, WCDRP then has the right to restrict the offending individual/organization privileges to use the facilities in the future.
- **Regulations** – Worcester County Regulations are available for review at [www.WorcesterRecAndParks.Org](http://www.WorcesterRecAndParks.Org) or Facebook.
- **Additional Terms:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I certify that the information contained in this application is true and correct. I have read and understand and will comply with the Worcester County Department of Recreation & Park's policies for pavilion use.

By Authorized Representative (Print Name) \_\_\_\_\_ Date: \_\_\_\_\_

By Authorized Representative User (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

**Return Application to:**

Worcester County Department of Recreation & Parks  
 6030 Public Landing Road, Snow Hill, MD 21863  
 410.632.2144; Fax 410.632.1585

By County Authorized Signature

Total Fee Paid: \$ \_\_\_\_\_ Received by: \_\_\_\_\_ Date: \_\_\_\_\_

WORCESTER COUNTY DEPARTMENT OF RECREATION & PARKS

DRAFT

2019 PARK USE FEE & FACILITIES AGREEMENT FOR

**NEWTOWN PARK / POCOMOKE, MD.**

Organizers Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Organization: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Email: \_\_\_\_\_ Event Type: \_\_\_\_\_  
 Anticipated Attendance: \_\_\_\_\_ Times: \_\_\_\_\_ Dates: \_\_\_\_\_

Requested Area and Fields:

|   |                                     |                        |
|---|-------------------------------------|------------------------|
| <input type="checkbox"/> Baseball - Field #1 / 200'   | Bases 60                            | Mound Distance: _____  |
| <input type="checkbox"/> Baseball - Field #2 / 200'   | Bases 60                            | Mound Distance: _____  |
| <input type="checkbox"/> Baseball - Field #3 / 200'   | Bases 60                            | Mound Distance: _____  |
| <input type="checkbox"/> Softball - Field #4 / 300' ^ | Bases 60 / 65 / 70 (Circle Request) | Mound Distance: _____  |
| <input type="checkbox"/> Softball - Field #6 / 300' ^ | Bases 60 / 65 / 70 (Circle Request) | Mound Distance: _____  |
| <input type="checkbox"/> Sr. Lg. Field #5 / 314'      | Bases 90                            | Mound Distance: _____  |
| <input type="checkbox"/> Multipurpose Field #1 ^      | 360' x 225'                         | Field Dimension: _____ |

^ Lighted Field

Multipurpose Field #1 – Can be customized up to two (2) 225' by 160' with lights & one (1) 360' by 225' field.

Pre-Event Meeting Date: \_\_\_\_\_

Requested field dimensions are to be pre-approved by County. In the event a user alters the standard field dimensions, field damages may be the responsibility of the user at the User's expense.

Additional Terms:

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

| Facility Rental Fees:                  | Rate:                              | Time / Hours: |
|--|------------------------------------|---------------|
| Tournament Field Rental                | \$125 per field / per day          |               |
| Field Lining – Baseball/Softball Field | \$25 per field                     |               |
| Field Lining – Multi-Purpose Field     | \$75 per field                     |               |
| Mound Removal & Replacement Fee        | \$100 per mound                    |               |
| Practice Fee                           | \$30 per field - (2) hour practice |               |
| Light Fee                              | \$30 per hour                      |               |
| Refundable Damage/Clean Up Deposit     | \$200.00                           |               |
| Damage/Clean Up Fee                    | \$50 per hour/per staff            |               |
| Vendor Fee – Miscellaneous Items       | \$75 per event                     |               |
| Concession Vendor Fee                  | \$200 per event                    |               |

Detailed Worcester County Fee and Policy Information is located on Page 2 and Page 3 of the agreement. Please read.

This agreement is made between \_\_\_\_\_ ("User") and the County Commissioners of Worcester County by the Worcester County Department of Recreation & Parks ("County") and permits the exclusive use of the Park/Facility noted above: The Park/Facility may be used in accordance with the following terms and conditions on the following date(s) and time(s):

\_\_\_\_\_ 2019 From \_\_\_\_\_ a.m./p.m. To \_\_\_\_\_ a.m./p.m.  
Month/Day Time Time

**USER UNDERSTANDS AND AGREES TO THE FOLLOWING COUNTY FEES:**

- Tournament Field Rental - User will be charged a fee of \$125 per field/per park for games and or tournaments. **These fees do not include Initial field setup/lining. Initial field setup/lining fees listed below.**
- MAASA Events – Users will be charged a fee of \$200 per field/per park for games and or tournaments.
- **Initial Field Setup/Lining Fees:** Baseball/Softball Fields – Users will be charged a fee of \$25.00 per field if County lines the field.  
Multi-Purpose Fields – Users will be charged \$75.00 per field if County lines the field.
- Practice Fee - Teams registered with Worcester County Recreation & Parks Department programs, will be granted two practices per week at no cost.
- Practice Fee – Users will be charged a fee of \$30 per field/per park for a two hour practice.
- A light fee of \$30.00 per hour, per field will be charged to the User, if lights are needed.
- A \$200.00 **refundable** Damage/Clean Up deposit is required for all tournament rentals. In addition, a clean up fee of \$50 per hour/per staff will be applied and future rental privileges may be revoked if user does not abide by Trash Policy. The deposit can be applied to the balance of request.
- Vendor fees of \$75 for the sale of miscellaneous items and \$200 for food items are required for all rentals.
- All Worcester County Health Department permits will be obtained and regulations observed prior to selling concessions. A copy of the Health Permit must be submitted to the County before use.
- No admission fees, etc. are permitted unless approved in writing by the County. Approved admission fees will be split 50/50 with County.
- The County may entertain a request for an annual or recurring sports tournament or special event more than 6 months in advance.

**Trash Policy:**

User agrees to keep park/facility free of trash (fields, dugouts, grounds, parking lot, etc.) and agrees to dispose of all trash.

- Upon conclusion of the event, all county trash cans will be emptied (permanent and temporary (55 gal) and bags replaced into permanent park trash cans (38 gallon, steel mesh receptacles).
- Organizer of large events may be required to provide dumpster. This will be discussed/decided at pre-event meeting.
- The User hereby agrees to clean up the park/facility immediately upon conclusion of the event. The County may grant special permission to the user to clean up the trash by 10:00 a.m. the following day due to unforeseen circumstances such as weather and darkness, etc.
- Failure to abide by the terms of the Trash Policy may result in a forfeit of the damage/clean up deposit. This may also result in an additional clean up fee of \$50.00 per hour/per employee that was required to clean up the park/facility and an additional \$100 trash disposal fee.
- Verification by the County for compliance of the trash policy will guarantee a refund of the \$200 damage/clean up deposit. Non-Compliance will result in a forfeit of deposit.
- Penalty fee must be paid prior to the organization using the park/facility for additional reservation dates.

**Port-a-let Policy:**

- Additional port-a-lets and additional cleanings are the responsibility of the user. Port-a-lets are cleaned on Monday & Friday.

**Field Availability:**

- Fields are utilized for specific sports throughout the year to accommodate the county programs. Fields will not be available for a different sport during these times. County fields are unavailable December 1 through March 1.
- Worcester County programs receive first priority.
- Any user that reserves Worcester County Park Fields has first priority during their reserved time. However, if a reserved field is not being used, Worcester County citizens have the option to use this field free of charge until the user who reserved the fields arrives.

**Insurance:**

- All injuries are the responsibility of User. There is no insurance or indemnity provided by County protecting User. Events of over 100 participants, User will be required to obtain, at the User's expense, comprehensive general liability insurance coverage, insuring User and County for the purposes of this agreement, which insurance coverage shall include coverage for personal injury which said insurance coverage should be at least in the amount of ONE MILLION DOLLARS (\$1,000,000) combined single limit. User shall indemnify and hold harmless County and its officials, employees and agents from and against any and all liabilities, judgments, settlements, losses, costs or charges (including attorneys' fees) incurred by the County or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Property by User or by User's members, employees, agents or invitees. User will include Worcester County Commissioners as "additional insured" on certificate of insurance.

**Facility Upkeep:**

- User is responsible for the conduct of its group.
- User is responsible to inform participants of parking regulations. (Large events will require additional parking notification to participants which will be provided by the Recreation & Parks Staff)
- The Worcester County Recreation & Parks Department reserves the right to cancel an event due to inclement weather.
- No alcoholic beverages are permitted.
- User shall not injure, mar or in any way deface the Park/Facility and shall not cause or permit anything to be done whereby the facility shall be in any manner injured, marred, or defaced. User will not drive or permit to be driven, nails, hooks, tacks or screws into any part of the Park/Facility and will not make or allow to be made any alterations of any kind therein. Damages will be the responsibility of the user at the User's expense. User shall not move County property (i.e., picnic tables, bleachers, goals, etc.) without approval.

**Regulations & Penalties:**

- Worcester County Regulations are available for review at [www.WorcesterRecAndParks.Org](http://www.WorcesterRecAndParks.Org) or Facebook.
- PENALTIES - Failure to abide by the terms of the agreement may result in action by County.
- County will work with User to attempt to correct any problems. If User is unable or unwilling to correct the problem, County then has the right to restrict the offending individual/organization privileges to use the facilities in the future.

I CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND CORRECT.

I HAVE READ AND UNDERSTAND AND WILL COMPLY WITH THE COUNTY GUIDELINES FOR THE PARK AND FACILITY USE.

By Organization Representative (Print Name) \_\_\_\_\_ Date: \_\_\_\_\_

By Organization Representative User (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

**Return Application to:**

Worcester County Recreation & Parks Department  
6030 Public Landing Road, Snow Hill, MD 21863  
410.632.2144; Fax 410.632.1585

\_\_\_\_\_ Total Fee Paid: \$ \_\_\_\_\_ Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
By County Representative Authorized Signature (Initials)

WORCESTER COUNTY DEPARTMENT OF RECREATION & PARKS

2019 PARK USE FEE & FACILITIES AGREEMENT FOR

**JOHN WALTER SMITH PARK / SNOW HILL, MD.**

DRAFT

Organizers Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Organization: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Email: \_\_\_\_\_ Event Type: \_\_\_\_\_  
 Anticipated Attendance: \_\_\_\_\_ Times: \_\_\_\_\_ Dates: \_\_\_\_\_

**Requested Area and Fields:**

- |  |                                     |                        |
|--|-------------------------------------|------------------------|
| <input type="checkbox"/> Softball Field #1 / 275'        | Bases 60 / 65 / 70 (Circle Request) | Mound Distance: _____  |
| <input type="checkbox"/> Softball Field #2 / 275'        | Bases 60 / 65 / 70 (Circle Request) | Mound Distance: _____  |
| <input type="checkbox"/> Baseball Field #3 / 200'        | Bases 60                            | Mound Distance: _____  |
| <input type="checkbox"/> Senior Lg. Field #4 / 327'/354' | Bases 90                            | Mound Distance: _____  |
| <input type="checkbox"/> Baseball Field #5 / 200'        | Bases 60                            | Mound Distance: _____  |
| <input type="checkbox"/> Baseball Field #6 / 200'        | Bases 60                            | Mound Distance: _____  |
| <input type="checkbox"/> Tee Ball Field #7 / 155'        | Bases 60                            | Mound Distance: _____  |
| <input type="checkbox"/> Multipurpose Field #1           | 150' x 225'                         | Field Dimension: _____ |
| <input type="checkbox"/> Multipurpose Field #2           | 150' x 225'                         | Field Dimension: _____ |
| <input type="checkbox"/> Multipurpose Field #3 ^         | 150' x 225' (Lights)                | Field Dimension: _____ |
| <input type="checkbox"/> Multipurpose Field #4 ^         | 150' x 225' (Lights)                | Field Dimension: _____ |
| <input type="checkbox"/> Multipurpose Field #5           | 210' x 330'                         | Field Dimension: _____ |

**^ Lighted Fields -**

**Multipurpose Fields – Can be customized to (2) 270' x 150' & (1) 330' x 210' without lights & (2) 270' x 150' with lights.**

Pre-Event Meeting Date: \_\_\_\_\_ (if needed)

Requested field dimensions are to be pre-approved by County. In the event a User alters the standard field dimensions, field damages may be the responsibility of the user at the User's expense.

**Additional Terms:** \_\_\_\_\_

| Facility Rental Fees:                  | Rate:                              | Time / Hours: |
|--|------------------------------------|---------------|
| Tournament Field Rental                | \$125 per field / per day          |               |
| Field Lining – Baseball/Softball Field | \$25 per field                     |               |
| Field Lining – Multi-Purpose Field     | \$75 per field                     |               |
| Mound Removal & Replacement Fee        | \$100 per mound                    |               |
| Practice Fee                           | \$30 per field - (2) hour practice |               |
| Light Fee                              | \$30 per hour                      |               |
| Refundable Damage/Clean Up Deposit     | \$200.00                           |               |
| Damage/Clean Up Fee                    | \$50 per hour/per staff            |               |
| Vendor Fee – Miscellaneous Items       | \$75 per event                     |               |
| Concession Vendor Fee                  | \$200 per event                    |               |

Detailed Worcester County Fee and Policy Information is located on Page 2 and Page 3 of the agreement. Please read.

Agreement

DRAFT

This Agreement is made between \_\_\_\_\_ (“User”) and the County Commissioners of Worcester County by the Worcester County Department of Recreation & Parks (“County”) and permits the use of the John Walter Smith Park: The Park/Facility may be used in accordance with the following terms and conditions on the following date(s) and time(s):

\_\_\_\_\_ 2019 From \_\_\_\_\_ a.m./p.m. To \_\_\_\_\_ a.m./p.m.  
Month/Day Time Time

**USER UNDERSTANDS AND AGREES TO THE FOLLOWING COUNTY FEES:**

- Tournament Field Rental - User will be charged a fee of \$125 per field/per park for games and or tournaments. **These fees do not include Initial field setup/lining. Initial field setup/lining fees listed below.**
- MAASA Events – Users will be charged a fee of \$200 per field/per park for games and or tournaments.
- **Initial Field Setup/Lining Fees:** Baseball/Softball Fields – Users will be charged a fee of \$25.00 per field if County lines the field.  
Multi-Purpose Fields – Users will be charged \$75.00 per field if County lines the field.
- Practice Fee - Teams registered with Worcester County Recreation & Parks Department programs, will be granted two practices per week at no cost.
- Practice Fee – Users will be charged a fee of \$30 per field/per park for a two hour practice.
- A light fee of \$30.00 per hour, per field will be charged to the User, if lights are needed.
- A \$200.00 **refundable** Damage/Clean Up deposit is required for all tournament rentals. In addition, a clean up fee of \$50 per hour/per staff will be applied and future rental privileges may be revoked if user does not abide by Trash Policy. The deposit can be applied to the balance of request.
- Vendor fees of \$75 for the sale of miscellaneous items and \$200 for food items are required for all rentals.
- All Worcester County Health Department permits will be obtained and regulations observed prior to selling concessions. A copy of the Health Permit must be submitted to the County before use.
- No admission fees, etc. are permitted unless approved in writing by the County. Approved admission fees will be split 50/50 with County.
- The County may entertain a request for an annual or recurring sports tournament or special event more than 6 months in advance.

**Trash Policy:**

User agrees to keep park/facility free of trash (fields, dugouts, grounds, parking lot, etc.) and agrees to dispose of all trash.

- Upon conclusion of the event, all county trash cans will be emptied (permanent and temporary (55 gal) and bags replaced into permanent park trash cans (38 gallon, steel mesh receptacles).
- Organizer of large events may be required to provide dumpster. This will be discussed / decided at pre-event meeting.
- The User hereby agrees to clean up the park/facility immediately upon conclusion of the event. The County may grant special permission to the user to clean up the trash by 10:00 a.m. the following day due to unforeseen circumstances such as weather and darkness, etc.
- Failure to abide by the terms of the Trash Policy may result in a forfeit of the damage/clean up deposit. This may also result in an additional clean up fee of \$50.00 per hour/per employee that was required to clean up the park/facility and an additional \$100 trash disposal fee.
- Verification by the County for compliance of the trash policy will guarantee a refund of the \$200 damage/clean up deposit. Non-Compliance will result in a forfeit of deposit.
- Penalty fee must be paid prior to the organization using the park/facility for additional reservation dates.

**Port-a-let Policy:**

- Additional port-a-lets and additional cleanings are the responsibility of the user. Port-a-lets are cleaned on Monday & Friday.

**Field Availability:**

- Fields are utilized for specific sports throughout the year to accommodate the county programs. Fields will not be available for a different sport during these times. County fields are unavailable December 1 through March 1.
- Worcester County programs receive first priority.
- Any user that reserves Worcester County Park Fields has first priority during their reserved time. However, if a reserved field is not being used, Worcester County citizens have the option to use this field free of charge until the user who reserved the fields arrives.

**Insurance:**

- All injuries are the responsibility of User. There is no insurance or indemnity provided by County protecting User. Events of over 100 participants, User will be required to obtain, at the User's expense, comprehensive general liability insurance coverage, insuring User and County for the purposes of this agreement, which insurance coverage shall include coverage for personal injury which said insurance coverage should be at least in the amount of ONE MILLION DOLLARS (\$1,000,000) combined single limit. User shall indemnify and hold harmless County and its officials, employees and agents from and against any and all liabilities, judgments, settlements, losses, costs or charges (including attorneys' fees) incurred by the County or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Property by User or by User's members, employees, agents or invitees. User will include Worcester County Commissioners as "additional insured" on certificate of insurance.

**Facility Upkeep:**

- User is responsible for the conduct of its group.
- User is responsible to inform participants of parking regulations. (Large events will require additional parking notification to participants which will be provided by the Recreation & Parks Staff)
- The Worcester County Recreation & Parks Department reserves the right to cancel an event due to inclement weather.
- No alcoholic beverages are permitted.
- User shall not injure, mar or in any way deface the Park/Facility and shall not cause or permit anything to be done whereby the facility shall be in any manner injured, marred, or defaced. User will not drive or permit to be driven, nails, hooks, tacks or screws into any part of the Park/Facility and will not make or allow to be made any alterations of any kind therein. Damages will be the responsibility of the user at the User's expense. User shall not move County property (i.e., picnic tables, bleachers, goals, etc.) without approval.

**Regulations & Penalties:**

- Worcester County Regulations are available for review at [www.WorcesterRecAndParks.Org](http://www.WorcesterRecAndParks.Org) or Facebook.
- PENALTIES - Failure to abide by the terms of the agreement may result in action by County.
- County will work with User to attempt to correct any problems. If User is unable or unwilling to correct the problem, County then has the right to restrict the offending individual/organization privileges to use the facilities in the future.

**I CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND CORRECT.**

**I HAVE READ AND UNDERSTAND AND WILL COMPLY WITH THE COUNTY GUIDELINES FOR THE PARK AND FACILITY USE.**

By Organization Representative (Print Name) \_\_\_\_\_ Date: \_\_\_\_\_

By Organization Representative User (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

**Return Application to:**

Worcester County Recreation & Parks Department  
6030 Public Landing Road, Snow Hill, MD 21863  
410.632.2144; Fax 410.632.1585

\_\_\_\_\_ Total Fee Paid: \$ \_\_\_\_\_ Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
By County Representative Authorized Signature (Initials)

**WORCESTER COUNTY DEPARTMENT OF RECREATION & PARKS**  
**2019 PARK USE FEE & FACILITIES AGREEMENT FOR**  
**NORTHERN WORCESTER ATHLETIC COMPLEX / BERLIN, MD.**

**DRAFT**

Organizers Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Organization: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Email: \_\_\_\_\_ Event Type: \_\_\_\_\_  
 Anticipated Attendance: \_\_\_\_\_ Times: \_\_\_\_\_ Dates: \_\_\_\_\_

**Requested Area and Fields:**

- |  |                                |                        |
|--|--------------------------------|------------------------|
| <input type="checkbox"/> Baseball - Field A / 200'             | Bases 60 / 70 (Circle Request) | Mound Distance: _____  |
| <input type="checkbox"/> Baseball - Field B / 200'             | Bases 60                       | Mound Distance: _____  |
| <input type="checkbox"/> Baseball - Field C / 200'             | Bases 60                       | Mound Distance: _____  |
| <input type="checkbox"/> Baseball - Field D / 250'             | Bases 60 / 70 (Circle Request) | Mound Distance: _____  |
| <input type="checkbox"/> Baseball - Senior Lg. Field / 320' ^  | Bases 90                       | Mound Distance: _____  |
| <input type="checkbox"/> T-Ball #1 - / 145'                    | Bases 60                       | Mound Distance: _____  |
| <input type="checkbox"/> T-Ball #2 / N/A                       | Bases 60                       | Mound Distance: _____  |
| <input type="checkbox"/> Multi-Purpose - Field 1 360' x180'    |                                | Field Dimension: _____ |
| <input type="checkbox"/> Multi-Purpose - Field 2 360' x 180' ^ |                                | Field Dimension: _____ |
| <input type="checkbox"/> Multi-Purpose Field 3 360' x 180'     |                                | Field Dimension: _____ |
| <input type="checkbox"/> Multi-Purpose Field 4 360' x 180'     |                                | Field Dimension: _____ |
| <input type="checkbox"/> Football Field – 360' x 180' ^        |                                | Field Dimension: _____ |

^ Lighted Field

Pre-Event Meeting Date: \_\_\_\_\_

**Requested field dimensions are to be pre-approved by County. In the event a user alters the standard field dimensions, field damages may be the responsibility of the user at the User's expense.**

**Additional Terms:**

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

| Facility Rental Fees:                  | Rate:                              | Time / Hours: |
|--|------------------------------------|---------------|
| Tournament Field Rental                | \$125 per field / per day          |               |
| Field Lining – Baseball/Softball Field | \$25 per field                     |               |
| Field Lining – Multi-Purpose Field     | \$75 per field                     |               |
| Mound Removal & Replacement Fee        | \$100 per mound                    |               |
| Practice Fee                           | \$30 per field - (2) hour practice |               |
| Light Fee                              | \$30 per hour                      |               |
| Refundable Damage/Clean Up Deposit     | \$200.00                           |               |
| Damage/Clean Up Fee                    | \$50 per hour/per staff            |               |
| Vendor Fee – Miscellaneous Items       | \$75 per event                     |               |
| Concession Vendor Fee                  | \$200 per event                    |               |

**Detailed Worcester County Fee and Policy Information is located on Page 2 and Page 3 of the agreement. Please read.**

This agreement is made between \_\_\_\_\_ ("User") and the County Commissioners of Worcester County by the Worcester County Department of Recreation & Parks ("County") and permits the exclusive use of the Park/Facility noted above: The Park/Facility may be used in accordance with the following terms and conditions on the following date(s) and time(s):

\_\_\_\_\_ 2019 From \_\_\_\_\_ a.m./p.m. To \_\_\_\_\_ a.m./p.m.  
Month/Day Time Time

**USER UNDERSTANDS AND AGREES TO THE FOLLOWING COUNTY FEES:**

- Tournament Field Rental - User will be charged a fee of \$125 per field/per park for games and or tournaments. **These fees do not include Initial field setup/lining. Initial field setup/lining fees listed below.**
- MAASA Events – Users will be charged a fee of \$200 per field/per park for games and or tournaments.
- **Initial Field Setup/Lining Fees:** Baseball/Softball Fields – Users will be charged a fee of \$25.00 per field if County lines the field.  
Multi-Purpose Fields – Users will be charged \$75.00 per field if County lines the field.
- Practice Fee - Teams registered with Worcester County Recreation & Parks Department programs, will be granted two practices per week at no cost.
- Practice Fee – Users will be charged a fee of \$30 per field/per park for a two hour practice.
- A light fee of \$30.00 per hour, per field will be charged to the User, if lights are needed.
- A \$200.00 **refundable** Damage/Clean Up deposit is required for all tournament rentals. In addition, a clean up fee of \$50 per hour/per staff will be applied and future rental privileges may be revoked if user does not abide by Trash Policy. The deposit can be applied to the balance of request.
- Vendor fees of \$75 for the sale of miscellaneous items and \$200 for food items are required for all rentals.
- All Worcester County Health Department permits will be obtained and regulations observed prior to selling concessions. A copy of the Health Permit must be submitted to the County before use.
- No admission fees, etc. are permitted unless approved in writing by the County. Approved admission fees will be split 50/50 with County.
- The County may entertain a request for an annual or recurring sports tournament or special event more than 6 months in advance.

**Trash Policy:**

User agrees to keep park/facility free of trash (fields, dugouts, grounds, parking lot, etc.) and agrees to dispose of all trash.

- Upon conclusion of the event, all county trash cans will be emptied (permanent and temporary (55 gal) and bags replaced into permanent park trash cans (38 gallon, steel mesh receptacles).
- Organizer of large events may be required to provide dumpster. This will be discussed/decided at pre-event meeting.
- The User hereby agrees to clean up the park/facility immediately upon conclusion of the event. The County may grant special permission to the user to clean up the trash by 10:00 a.m. the following day due to unforeseen circumstances such as weather and darkness, etc.
- Failure to abide by the terms of the Trash Policy may result in a forfeit of the damage/clean up deposit. This may also result in an additional clean up fee of \$50.00 per hour/per employee that was required to clean up the park/facility and an additional \$100 trash disposal fee.
- Verification by the County for compliance of the trash policy will guarantee a refund of the \$200 damage/clean up deposit. Non-Compliance will result in a forfeit of deposit.
- Penalty fee must be paid prior to the organization using the park/facility for additional reservation dates.

**Port-a-let Policy:**

- Additional port-a-lets and additional cleanings are the responsibility of the user. Port-a-lets are cleaned on Monday & Friday.

**Field Availability:**

- Fields are utilized for specific sports throughout the year to accommodate the county programs. Fields will not be available for a different sport during these times. County fields are unavailable December 1 through March 1.
- Worcester County programs receive first priority.
- Any user that reserves Worcester County Park Fields has first priority during their reserved time. However, if a reserved field is not being used, Worcester County citizens have the option to use this field free of charge until the user who reserved the fields arrives.

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**Insurance:**

- All injuries are the responsibility of User. There is no insurance or indemnity provided by County protecting User. Events of over 100 participants, User will be required to obtain, at the User's expense, comprehensive general liability insurance coverage, insuring User and County for the purposes of this agreement, which insurance coverage shall include coverage for personal injury which said insurance coverage should be at least in the amount of ONE MILLION DOLLARS (\$1,000,000) combined single limit. User shall indemnify and hold harmless County and its officials, employees and agents from and against any and all liabilities, judgments, settlements, losses, costs or charges (including attorneys' fees) incurred by the County or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Property by User or by User's members, employees, agents or invitees. User will include Worcester County Commissioners as "additional insured" on certificate of insurance.

**Facility Upkeep:**

- User is responsible for the conduct of its group.
- User is responsible to inform participants of parking regulations. (Large events will require additional parking notification to participants which will be provided by the Recreation & Parks Staff)
- The Worcester County Recreation & Parks Department reserves the right to cancel an event due to inclement weather.
- No alcoholic beverages are permitted.
- User shall not injure, mar or in any way deface the Park/Facility and shall not cause or permit anything to be done whereby the facility shall be in any manner injured, marred, or defaced. User will not drive or permit to be driven, nails, hooks, tacks or screws into any part of the Park/Facility and will not make or allow to be made any alterations of any kind therein. Damages will be the responsibility of the user at the User's expense. User shall not move County property (i.e., picnic tables, bleachers, goals, etc.) without approval.

**Regulations & Penalties:**

- Worcester County Regulations are available for review at [www.WorcesterRecAndParks.Org](http://www.WorcesterRecAndParks.Org) or Facebook.
- PENALTIES - Failure to abide by the terms of the agreement may result in action by County.
- County will work with User to attempt to correct any problems. If User is unable or unwilling to correct the problem, County then has the right to restrict the offending individual/organization privileges to use the facilities in the future.

**I CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND CORRECT.**

**I HAVE READ AND UNDERSTAND AND WILL COMPLY WITH THE COUNTY GUIDELINES FOR THE PARK AND FACILITY USE.**

By Organization Representative (Print Name) \_\_\_\_\_ Date: \_\_\_\_\_

By Organization Representative User (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

**Return Application to:**

Worcester County Recreation & Parks Department  
6030 Public Landing Road, Snow Hill, MD 21863  
410.632.2144; Fax 410.632.1585

\_\_\_\_\_ Total Fee Paid: \$ \_\_\_\_\_ Received by: \_\_\_\_\_ Date: \_\_\_\_\_

By County Representative Authorized Signature \_\_\_\_\_ (Initials)

WORCESTER COUNTY DEPARTMENT OF RECREATION & PARKS

2019 PARK USE FEE & FACILITIES AGREEMENT FOR

**SHOWELL PARK / SHOWELL, MD.**

DRAFT

Organizers Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Organization: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Email: \_\_\_\_\_ Event Type: \_\_\_\_\_  
 Anticipated Attendance: \_\_\_\_\_ Times: \_\_\_\_\_ Dates: \_\_\_\_\_

Requested Area and Fields:

Softball - Field #1 200' Bases 60 Mound Distance: \_\_\_\_\_  
 Softball - Field #2 280' ^ Bases 60 / 65 / 70 Mound Distance: \_\_\_\_\_  
 Softball - Field #3 280' ^ Bases 60 / 65 / 70 Mound Distance: \_\_\_\_\_

^ Lighted Field

Pre-Event Meeting Date: \_\_\_\_\_

**Requested field dimensions are to be pre-approved by County. In the event a user alters the standard field dimensions, field damages may be the responsibility of the user at the User's expense. Any/All alterations must be completed, by user, and put back to original condition, by user, within 24 hours unless approved by Worcester County Department of Recreation & Park's Director.**

Additional Terms:

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

| Facility Rental Fees:                  | Rate:                              | Time / Hours: |
|--|------------------------------------|---------------|
| Tournament Field Rental                | \$125 per field / per day          |               |
| Field Lining – Baseball/Softball Field | \$25 per field                     |               |
| Field Lining – Multi-Purpose Field     | \$75 per field                     |               |
| Mound Removal & Replacement Fee        | \$100 per mound                    |               |
| Practice Fee                           | \$30 per field - (2) hour practice |               |
| Light Fee                              | \$30 per hour                      |               |
| Refundable Damage/Clean Up Deposit     | \$200.00                           |               |
| Damage/Clean Up Fee                    | \$50 per hour/per staff            |               |
| Vendor Fee – Miscellaneous Items       | \$75 per event                     |               |
| Concession Vendor Fee                  | \$200 per event                    |               |

Detailed Worcester County Fee and Policy Information is located on Page 2 and Page 3 of the agreement. Please read.

This agreement is made between \_\_\_\_\_ ("User") and the County Commissioners of Worcester County by the Worcester County Department of Recreation & Parks ("County") and permits the exclusive use of the Park/Facility noted above: The Park/Facility may be used in accordance with the following terms and conditions on the following date(s) and time(s):

\_\_\_\_\_ 2019 From \_\_\_\_\_ a.m./p.m. To \_\_\_\_\_ a.m./p.m.  
Month/Day Time Time

**USER UNDERSTANDS AND AGREES TO THE FOLLOWING COUNTY FEES:**

- Tournament Field Rental - User will be charged a fee of \$125 per field/per park for games and or tournaments. **These fees do not include Initial field setup/lining. Initial field setup/lining fees listed below.**
- MAASA Events – Users will be charged a fee of \$200 per field/per park for games and or tournaments.
- **Initial Field Setup/Lining Fees:** Baseball/Softball Fields – Users will be charged a fee of \$25.00 per field if County lines the field.  
Multi-Purpose Fields – Users will be charged \$75.00 per field if County lines the field.
- Practice Fee - Teams registered with Worcester County Recreation & Parks Department programs, will be granted two practices per week at no cost.
- Practice Fee – Users will be charged a fee of \$30 per field/per park for a two hour practice.
- A light fee of \$30.00 per hour, per field will be charged to the User, if lights are needed.
- A \$200.00 **refundable** Damage/Clean Up deposit is required for all tournament rentals. In addition, a clean up fee of \$50 per hour/per staff will be applied and future rental privileges may be revoked if user does not abide by Trash Policy. The deposit can be applied to the balance of request.
- Vendor fees of \$75 for the sale of miscellaneous items and \$200 for food items are required for all rentals.
- All Worcester County Health Department permits will be obtained and regulations observed prior to selling concessions. A copy of the Health Permit must be submitted to the County before use.
- No admission fees, etc. are permitted unless approved in writing by the County. Approved admission fees will be split 50/50 with County.
- The County may entertain a request for an annual or recurring sports tournament or special event more than 6 months in advance.

**Trash Policy:**

User agrees to keep park/facility free of trash (fields, dugouts, grounds, parking lot, etc.) and agrees to dispose of all trash.

- Upon conclusion of the event, all county trash cans will be emptied (permanent and temporary (55 gal) and bags replaced into permanent park trash cans (38 gallon, steel mesh receptacles).
- Organizer of large events may be required to provide dumpster. This will be discussed/decided at pre-event meeting.
- The User hereby agrees to clean up the park/facility immediately upon conclusion of the event. The County may grant special permission to the user to clean up the trash by 10:00 a.m. the following day due to unforeseen circumstances such as weather and darkness, etc.
- Failure to abide by the terms of the Trash Policy may result in a forfeit of the damage/clean up deposit. This may also result in an additional clean up fee of \$50.00 per hour/per employee that was required to clean up the park/facility and an additional \$100 trash disposal fee.
- Verification by the County for compliance of the trash policy will guarantee a refund of the \$200 damage/clean up deposit. Non-Compliance will result in a forfeit of deposit.
- Penalty fee must be paid prior to the organization using the park/facility for additional reservation dates.

**Port-a-let Policy:**

- Additional port-a-lets and additional cleanings are the responsibility of the user. Port-a-lets are cleaned on Monday & Friday.

**Field Availability:**

- Fields are utilized for specific sports throughout the year to accommodate the county programs. Fields will not be available for a different sport during these times. County fields are unavailable December 1 through March 1.
- Worcester County programs receive first priority.
- Any user that reserves Worcester County Park Fields has first priority during their reserved time. However, if a reserved field is not being used, Worcester County citizens have the option to use this field free of charge until the user who reserved the fields arrives.

**Insurance:**

- All injuries are the responsibility of User. There is no insurance or indemnity provided by County protecting User. Events of over 100 participants, User will be required to obtain, at the User's expense, comprehensive general liability insurance coverage, insuring User and County for the purposes of this agreement, which insurance coverage shall include coverage for personal injury which said insurance coverage should be at least in the amount of ONE MILLION DOLLARS (\$1,000,000) combined single limit. User shall indemnify and hold harmless County and its officials, employees and agents from and against any and all liabilities, judgments, settlements, losses, costs or charges (including attorneys' fees) incurred by the County or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Property by User or by User's members, employees, agents or invitees. User will include Worcester County Commissioners as "additional insured" on certificate of insurance.

**Facility Upkeep:**

- User is responsible for the conduct of its group.
- User is responsible to inform participants of parking regulations. (Large events will require additional parking notification to participants which will be provided by the Recreation & Parks Staff)
- The Worcester County Recreation & Parks Department reserves the right to cancel an event due to inclement weather.
- No alcoholic beverages are permitted.
- User shall not injure, mar or in any way deface the Park/Facility and shall not cause or permit anything to be done whereby the facility shall be in any manner injured, marred, or defaced. User will not drive or permit to be driven, nails, hooks, tacks or screws into any part of the Park/Facility and will not make or allow to be made any alterations of any kind therein. Damages will be the responsibility of the user at the User's expense. User shall not move County property (i.e., picnic tables, bleachers, goals, etc.) without approval.

**Regulations & Penalties:**

- Worcester County Regulations are available for review at [www.WorcesterRecAndParks.Org](http://www.WorcesterRecAndParks.Org) or Facebook.
- PENALTIES - Failure to abide by the terms of the agreement may result in action by County.
- County will work with User to attempt to correct any problems. If User is unable or unwilling to correct the problem, County then has the right to restrict the offending individual/organization privileges to use the facilities in the future.

I CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND CORRECT.

I HAVE READ AND UNDERSTAND AND WILL COMPLY WITH THE COUNTY GUIDELINES FOR THE PARK AND FACILITY USE.

By Organization Representative (Print Name) \_\_\_\_\_ Date: \_\_\_\_\_

By Organization Representative User (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

**Return Application to:**

Worcester County Recreation & Parks Department  
6030 Public Landing Road, Snow Hill, MD 21863  
410.632.2144; Fax 410.632.1585

\_\_\_\_\_ Total Fee Paid: \$ \_\_\_\_\_ Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
By County Representative Authorized Signature (Initials)

WORCESTER COUNTY DEPARTMENT OF RECREATION & PARKS

2019 RECREATION CENTER TOURNAMENT AGREEMENT

Organization/Applicant: \_\_\_\_\_ Contact: \_\_\_\_\_

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

Business Phone: \_\_\_\_\_ Residence Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Type of Activity: \_\_\_\_\_

Event: \_\_\_\_\_ Fee Charged for Program \_\_\_\_\_ Estimated Attendees: \_\_\_\_\_

Additional Terms:

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

PLEASE COMPLETE ALL PAGES AND RETURN TO THE RECREATION & PARKS DEPARTMENT OFFICE.

This agreement is made between \_\_\_\_\_ ("User") and the County Commissioners of Worcester County by the Worcester County Recreation & Parks Department ("County") and permits the use of the Recreation Center. The Park/Facility may be used in accordance with the following terms and conditions on the following date(s) and time(s):

\_\_\_\_\_ 2019 From: \_\_\_\_\_ a.m./p.m. To: \_\_\_\_\_ a.m./p.m.  
Month/Day Time Time

**USER UNDERSTANDS AND AGREES TO THE FOLLOWING COUNTY FEES:**

- Two Courts - User will be charged a fee of \$50 per hour to rent the two (2) court gymnasium.
- Four Courts (Sport Courts) – User will be charged a fee of \$100 per hour for four (4) courts. (Additional fee below)
- Users using sports courts will be charged a \$500 set up fee. **If sport courts are not needed, notice must be given two weeks prior to the event date to avoid being charged the set up fee.**
- Additional rooms may be available at a fee of \$50 a day and **must** be reserved in advance.
- \$200.00 **refundable** Damage/Clean Up deposit is required for all tournament rentals. In addition a clean up fee of \$50 per hour/per staff and rental privileges may be revoked if user does not abide by Trash Policy.
- Vendor fees of \$75 for the sale of miscellaneous items.
- Worcester County will provide all food concessions.
- Balance of rental(s) is required 10 (ten) working days prior to the day of the event.
- The County may entertain a request for an annual or recurring sports tournament or special event more than 6 months in advance.

**Trash Policy:**

- User agrees to keep facility free of trash and agrees to dispose of all trash in the County provided receptacle.
- The User hereby agrees to clean up the recreation center immediately upon conclusion of the event.
- Failure to abide by the terms of the Trash Policy may result in a forfeit of the damage/clean up deposit. This may also result in an additional clean up fee of \$50.00 per hour/per employee that was required to clean up the recreation center.
- Verification by the County for compliance of the trash policy will guarantee a refund of the \$200 damage/clean up deposit. Non-Compliance will result in a forfeit of deposit.
- Large Tournaments will be charged \$100 dumpster fee.

**Insurance:**

- All injuries are the responsibility of User. There is no insurance or indemnity provided by County protecting User. Events of over 100 participants, User will be required to obtain, at the User's expense, comprehensive general liability insurance coverage, insuring User and County for the purposes of this agreement, which insurance coverage shall include coverage for personal injury which said insurance coverage should be at least in the amount of ONE MILLION DOLLARS (\$1,000,000) combined single limit. User shall indemnify and hold harmless County and its officials, employees and agents from and against any and all liabilities, judgments, settlements, losses, costs or charges (including attorneys' fees) incurred by the County or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Property by User or by User's members, employees, agents or invitees. User will include Worcester County Commissioners as "additional insured" on certificate of insurance.

**Facility Upkeep:**

- User is responsible for the conduct of its group.
- User is responsible to inform participants of parking regulations.
- The Worcester County Recreation & Parks Department reserves the right to cancel an event due to inclement weather.
- No alcoholic beverages are permitted.
- User shall not injure, mar or in any way deface the Park/Facility and shall not cause or permit anything to be done whereby the facility shall be in any manner injured, marred, or defaced. User will not drive or permit to be driven, nails, hooks, tacks or screws into any part of the Park/Facility and will not make or allow to be made any alterations of any kind therein. Damages will be the responsibility of the user at the User's expense. User shall not move County property (i.e., picnic tables, bleachers, goals, etc.) without approval.

**Regulations & Penalties:**

- Worcester County Regulations are available for review at [www.WorcesterRecAndParks.Org](http://www.WorcesterRecAndParks.Org) or Facebook.
- PENALTIES - Failure to abide by the terms of the agreement may result in action by County.
- County will work with User to attempt to correct any problems. If User is unable or unwilling to correct the problem, County then has the right to restrict the offending individual/organization privileges to use the facilities in the future.

**I CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND CORRECT. I HAVE READ AND UNDERSTAND AND WILL COMPLY WITH THE COUNTY GUIDELINES FOR THE PARK AND FACILITY USE.**

By Organization Representative (Print Name) \_\_\_\_\_ Date: \_\_\_\_\_

By Organization Representative User (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

**Return Application to:**

Worcester County Recreation & Parks Department  
6030 Public Landing Road, Snow Hill, MD 21863  
410.632.2144; Fax 410.632.1585

\_\_\_\_\_ Total Fee Paid: \$ \_\_\_\_\_ Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
By County Representative Authorized Signature (Initials)

WORCESTER COUNTY DEPARTMENT OF RECREATION & PARKS

RECREATION CENTER USER AGREEMENT (PRACTICES)

DRAFT

Organization/Applicant: \_\_\_\_\_ Contact: \_\_\_\_\_
Address: \_\_\_\_\_
Business Phone: \_\_\_\_\_ Residence Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_
Type of Activity: \_\_\_\_\_
Event: \_\_\_\_\_ Fee Charged for Program \_\_\_\_\_ Estimated Attendees: \_\_\_\_\_
Additional Terms: \_\_\_\_\_

PLEASE COMPLETE ALL PAGES AND RETURN TO THE RECREATION & PARKS DEPARTMENT OFFICE.

This agreement is made between \_\_\_\_\_ ("User") and the County Commissioners of Worcester County by the Worcester County Department of Recreation & Parks ("County") and permits the use of the Recreation Center noted below:
Small Court \_\_\_\_\_ Full Court \_\_\_\_\_

The Park/Facility may be used in accordance with the following terms and conditions on the following date(s) and time(s):
\_\_\_\_\_ 2019 From \_\_\_\_\_ a.m./p.m. To \_\_\_\_\_ a.m./p.m.
Month/Day Time Time

USER UNDERSTANDS AND AGREES TO THE FOLLOWING COUNTY FEES:

- Practice Fee - Worcester County residents will be charged a fee of \$30 per hour/per half court and \$70 per hour/per full court. Non-County residents will be charged a fee of \$45 per hour/per half court and \$100 per hour/per full court for practices.

Facility Upkeep:

- Worcester County programs receive first priority.
User is responsible for the conduct of its group.
The Worcester County Department of Recreation & Parks reserves the right to cancel an event due to inclement weather.
User shall not injure, mar or in any way deface the Park/Facility and shall not cause or permit anything to be done whereby the facility shall be in any manner injured, marred, or defaced. User will not drive or permit to be driven, nails, hooks, tacks or screws into any part of the Park/Facility and will not make or allow to be made any alterations of any kind therein. Damages will be the responsibility of the user at the User's expense. User shall not move County property (i.e., picnic tables, bleachers, goals, etc.) without approval.

Regulations & Penalties:

- Worcester County Regulations are available for review at www.WorcesterRecAndParks.Org or Facebook.
PENALTIES - Failure to abide by the terms of the agreement may result in action by County.
County will work with User to attempt to correct any problems. If User is unable or unwilling to correct the problem, County then has the right to restrict the offending individual/organization privileges to use the facilities in the future.

I CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND CORRECT. I HAVE READ AND UNDERSTAND AND WILL COMPLY WITH THE COUNTY GUIDELINES FOR THE PARK AND FACILITY USE.

By Organization Representative (Print Name) \_\_\_\_\_ Date: \_\_\_\_\_

By Organization Representative User (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

Return Application to:

Worcester County Recreation & Parks Department
6030 Public Landing Road, Snow Hill, MD 21863
410.632.2144; Fax 410.632.1585

\_\_\_\_\_ Total Fee Paid: \$ \_\_\_\_\_ Received by: \_\_\_\_\_ Date: \_\_\_\_\_

By County Representative Authorized \_\_\_\_\_ (Initials)

WORCESTER COUNTY DEPARTMENT OF RECREATION & PARKS

2019 PARK FACILITIES USE AGREEMENT

FOR NON-COUNTY AFFILIATED YOUTH ORGANIZATIONS

DRAFT

Organization/Applicant: \_\_\_\_\_
Contact: \_\_\_\_\_
Address: \_\_\_\_\_
Business Phone: \_\_\_\_\_ Residence Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_
Park/Facility Requested: \_\_\_\_\_

Please complete all pages and return to: Worcester County Department of Recreation & Parks, 6030 Public Landing Road, Snow Hill, MD. 21863. Phone: 410-632-2144 Fax: 410-632-1585

This Agreement is made between \_\_\_\_\_ ("Organization") and the County Commissioners of Worcester County by the Worcester County Department of Recreation & Parks ("County") and permits the use of the Park/Facility noted above:

The Park/Facility may be used in accordance with the following terms and conditions on the following date(s) and time(s) in accordance with the attached master schedule:

\_\_\_\_\_ 2019 from \_\_\_\_\_ a.m./p.m. To \_\_\_\_\_ a.m./p.m.
Month/Day Time Time

Organization understands and agrees to the following:

Registration / Indemnity Form Requirements:

- 1. Organization registration/indemnity form must include the following paragraph: The undersigned, intending to be legally bound for myself and on behalf of my child, as well as, my heirs, and personal representatives do hereby indemnify, release and discharge the County Commissioners of Worcester County, it's representatives, employees, contractors, volunteers, and successors and assigns (herein after called "Indemnities") from any and all liability for injuries, death or damages and from any and all loss, claim, or injuries to my child or to my property, of any kind, arising in any way out of my child's participation in this program and any activities physically on County property.

Insurance / Indemnity Requirements:

- 1. All injuries are the responsibility of the organization. There is no insurance or indemnity provided by Worcester County protecting the Organization. The Organization is required to show certificate of insurance for organization in the amount of ONE MILLION DOLLARS (\$1,000,000) combined single limit. Organization shall indemnify and hold harmless County Commissioners of Worcester County, Maryland and its officials, employees and agents from and against any and all liabilities, judgments, settlements, losses, costs or charges (including attorneys' fees) incurred by the County or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Property by Organization or by Organization's members, employees, agents or invitees and program participants.
2. Organization will include the County Commissioners of Worcester County, Maryland as "additional insured" on the certificate of insurance.
3. The Certificate of Insurance shall be submitted prior to the start of the organizations' season.

User Fee Information:

- 1. User hereby agrees to pay \$1 per season, to lease the County fields for their Non-County Affiliated Youth Organization.

Organization Representative:

- 1. Each Organization shall select one representative to serve with a designated Worcester County Department of Recreation & Parks representative. Conflicts, concerns, requests or issues that occur during the term of this Agreement shall be resolved by using this representative system.
2. Organization is responsible for the conduct of its group.
3. Organization is responsible to inform participants of parking regulations.
4. Organization is responsible to inform participants that NO ALCOHOLIC BEVERAGES ARE PERMITTED.

Trash Removal:

- Organization agrees to keep park/facility free of trash which includes fields, dugouts, grounds, parking lot, etc. Trash cans are to be emptied when full.
• Failure to abide by the terms of the trash removal policy will result in a written warning with documentation verifying the first offense. Additional offenses may result in a clean up fee of \$50.00 per hour/per employee required to clean up the park/facility.

Field/Facility Scheduling and Lining

- 1. Worcester County programs receive first priority and the County has the ability to use the park/facility at any time outside the above hours.
2. Organization will be responsible for lining the fields, for all scheduled games, with their Organization's own equipment.
3. Organization is prohibited from renting or allowing the fields to be used by anyone other than the Organization named above.

**Improvements:**

1. All requests for improvements must be submitted in writing with a design by December 31 of the previous year to be considered.
2. All improvements must be pre-approved by County.
3. All improvements that are approved will be installed by a County approved, certified contractor.

DRAFT

**Facility Upkeep:**

1. The County assumes no responsibility for equipment stored at the park or facility.
2. All netting, outbuildings, billboards, and concessions shall not be placed on property unless prior approval is given and shall be kept clean and in order. The County reserves the right to inspect these areas and require proper maintenance and upkeep as needed and removal of said nettings, outbuildings, concessions if in the County's sole discretion we deem there to be a safety concern.
3. Organization will provide County with access (key) to all buildings stored on County property. Organization will be notified in advance when and if the County accesses the organization's building.
4. Organization shall not injure, mar or in any way deface the Park/Facility and shall not cause or permit anything to be done whereby the facility shall be in any manner injured, marred, or defaced. Organization will not drive or permit to be driven, nails, hooks, tacks or screws into any part of the Park/Facility and will not make or allow to be made any alterations of any kind therein. Damages will be the responsibility of the Organization at the Organization's expense. Organization shall not move County property (i.e., picnic tables, bleachers, goals, etc.) without approval.
5. All corporate sponsorship signs, netting and miscellaneous equipment must be removed and or stored by 30 days after your regular season (not playoffs) have ended. Corporate sponsorship signs, netting and miscellaneous equipment that are not removed from date specified will be removed by County staff at a fee of \$50 per hour, two hour minimum. The banners will be placed in the concession stand and damage to or loss of banners will not be the responsibility of the County.

**Fundraising / Tournaments:**

1. Any fundraising event including tournaments shall be approved by the County in advance.

**Concession Stand Requirements:**

1. Organization must obtain a health permit prior to use of the concession stand for all events from Worcester County Environmental Programs.
2. The Department will need a copy of the permit prior to use.
3. The use of grills is prohibited without a temporary food permit; which is **not** the same as your food permit license.
4. The County shall use the concession stand as needed.
5. Organization agrees to remove all food items (refrigerator/freezer, etc.) in the concession stand 30 days after your regular season (not playoffs) have ended to enable the County to close/winterize the concession stand.
6. Failure to abide by these terms may result in a penalty of \$50.00 per hour/per employee required to remove food items so that the concession stand can be closed/winterized.
7. Organization shall not rent or allow the concession stand to be used by a third party.
8. No food vending trucks are allowed.

**Regulations & Penalties:**

1. Worcester County Regulations are available for review at [www.WorcesterRecAndParks.Org](http://www.WorcesterRecAndParks.Org) or Facebook.
2. PENALTIES - Failure to abide by the terms of the Agreement may result in action by County.
3. County will work with Organization to attempt to correct any problems.
4. If Organization is unable or unwilling to correct the problem, County then has the right to restrict the offending individual/organization privileges to use the facilities in the future. The County has the right to terminate this Agreement at any time and for any reason.

I hereby certify that the information listed is true, correct and hereby acknowledge and agree to the above Facility Use Agreement. Additionally, I have read, understood and will comply with the Worcester County Recreation & Parks Department Park Regulations attached hereto for use of County parks and facilities. By signing this Agreement you are agreeing to this Facility Use Agreement.

**Organization Representative Signatures:**

\_\_\_\_\_  
By Organization Authorized Person (Print Name)      Date

\_\_\_\_\_  
By Organization Authorized Person (Signature)      Date

**County Representative Signatures:**

\_\_\_\_\_  
By County Authorized Signature      Date

Total Fee Paid: \$ \_\_\_\_\_ Date: \_\_\_\_\_

Please Fill Out and Return

**TRIP PARTICIPATION FORM**

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

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

PHYSICIAN'S NAME: \_\_\_\_\_ PHYSICIAN'S PHONE: \_\_\_\_\_

MEDICATIONS TAKING: \_\_\_\_\_

EMERGENCY CONTACT PERSON: \_\_\_\_\_

THEIR HOME PHONE: \_\_\_\_\_ THEIR CELL PHONE: \_\_\_\_\_

**REFUND POLICY:** If Worcester County cancels the trip, all monies paid will gladly be refunded. Other cancellation will be non-refundable unless the ticket is resold. If pictures are taken during the trip, I authorize the use of these photos for publicity purposes.

Waiver and Release

In consideration of being permitted to participate in the following activity, sponsored by the Worcester County Department of Recreation & Parks, its officers, directors, employees and agents including the County Commissioners and/or agents, employees, officers and officials, (herein, collectively called the Recreation Department), I, \_\_\_\_\_, do understand and agree that: (Name)

1. I have been advised of medical risks that may result from such participation and I represent to the Department of Recreation & Parks that I have consulted my personal physician or other health authority and am physically capable of such participation without harm.

2. I recognize the risks of illness and injury inherent in this activity and I am participating in the Department of Recreation & Parks' program upon the express agreement and understanding that I do hereby waive and release the Department of Recreation & Parks, its officers, directors, employees, and agents from any and all claims, costs, liabilities, expenses, or judgments, including attorney's fees and court cost (herein, collectively "Claims") arising out of my participation in the (Trip name) \_\_\_\_\_ activity or any illness, injury, or death resulting there from, and do hereby agree to indemnify and hold harmless the Department of Recreation & Parks from and against all such claims proximately caused other than by those of gross negligence or willful misconduct of the Department of Recreation & Parks.

3. I hereby execute and deliver this waiver and release voluntarily and with full understanding of the contents and consequences thereof to induce the Department of Recreation & Parks to permit me to participate in this program.

4. Neither the Department of Recreation & Parks, or Worcester County, shall be liable for any unauthorized use of, damage to or disappearance of any automobile left unattended on County property or private property during the period of the trip and I hereby agree to indemnify and hold harmless Worcester County, Department of Recreation & Parks and any private property owner of property upon which I leave my automobile unattended from any loss or damage whatsoever arising from my leaving my automobile. I assume all related risks and acknowledge and understand that the Worcester County parking lots and any private properties suggested for parking are unattended.

\_\_\_\_\_  
(Signature of Participant)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(If Minor, Signature of Parent or Guardian)

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

## Worcester County Motorcoach Policies and Procedures

DRAFT

### Reservations and Payments:

A deposit or full payment is required at the time of the registration. Registrations are accepted on a first come, first serve basis. **No reservation can be confirmed without the required deposit.**

### Participation Form:

All trip participants are required to sign an individual waiver and release form prior to travel. Participants who are 18 years or older in age may sign their own form. If a child who is under the age of 18 is going on a trip, the parent/guardian of the child must sign the waiver. If the child is to be chaperoned by someone other than their parent/guardian while on the trip, a dated and signed agreement from the parent as well as the adult chaperone must be on file, with Worcester County, stating their willingness to give and accept responsibility for the child.

### Punctuality:

Punctuality is vital to a smooth running tour. It is also a gesture of politeness and courtesy to your fellow passengers. Participants must agree to follow the set itinerary. The Tour Host/Hostess will advise you of any necessary changes in the itinerary.

There is a possibility of being left at a location if the said time of departure is not adhered to. The Tour Host/Hostess will make every effort to wait for and/or locate a passenger in the event he/she fails to show at the designated departure location at the set departure time. To help aid this process the Tour Host/Hostess will be requiring any participant who has a cell phone to provide him/her with that phone number. This way if a participant is not at the designated departure location on time, the Tour Host/Hostess can contact you by phone.

However, the group as a whole must be considered. If after waiting and the attempt to locate the passenger fails, the Tour Host/Hostess has the authority to leave without the passenger. Prior to leaving anyone, the Supervisor and the Director, must be contacted for consultation and approval. Any accommodations and arrangements to return home or to rejoin the group would be the responsibility of the individual and not reimbursable from Worcester County. Tour fees paid to Worcester County would be forfeited.

### Alcohol and Tobacco:

Alcohol is not permitted on the Motorcoach. The Motorcoach driver and/or Tour Host/Hostess have the authority to refuse boarding privileges to anyone who is inebriated, uncooperative, or unruly.

For the comfort of all tour members, there is a NO smoking policy on the Motorcoach. Frequent rest stops, sightseeing attractions, and meal stops provide ample opportunities for those who wish to smoke to do so.

### Tour Host/Hostess:

Tour Hosts/Hostesses are selected for their friendly personalities and professionalism in dealing with passengers and related issues. They are devoted to making the tour relaxing, enriching, and as comfortable as possible. They will gladly assist with any problems or concerns that may arise while traveling. They will do everything possible to keep the group on the set itinerary.

The Tour Host/Hostess will have a cell phone with him/her on the trip. A contact sheet will be handed out and explained to the participants on the Motorcoach. This will enable participants to call in the event of an emergency or for other contact purposes during the trip.

### Gratuities:

The Tour Host/Hostess is NOT allowed to receive any monetary gratuity.

Motorcoach Driver gratuities are not included in your tour price. We suggest that your appreciation be extended. The amount of the gratuity is a personal decision. However, it should be in direct proportion to the level of professionalism and personal service he/she shows. A general guideline is \$1 - \$3 per person per day for each traveling adult. The Tour Host/Hostess will take up a collection on the return trip home.

**Please sign and date that you have read and understand the above policies and procedures:**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

22

Sample

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND  
Department of Recreation  
6030 Public Landing Road  
Snow Hill, Maryland 21863  
(410)-632-2144

**INDEPENDENT CONTRACTOR'S AGREEMENT**

THIS INDEPENDENT CONTRACTOR'S AGREEMENT, made this 24 day of August, 2015, by and between the COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, through it's Department, the Worcester County Recreation Department of 6030 Public Landing Road, Snow Hill, Maryland, 21863 (hereinafter called County) and William Johnson – Chilly Dawgs (hereinafter called Contractor.)

1. Services.

The County hereby contracts with Contractor to perform the following services as an Independent Contractor for the County: provide water ice services during outdoor soccer seasons and any other special event that the County deems appropriate.

2. Terms of Agreement.

This Agreement shall commence upon signing. Contractor services shall be completed as required: September 1, 2015 through June 30, 2016

3. Payment.

Contractor shall keep 75% of his profits, while providing the County with the other 25% of his earnings at any Worcester County Department of Recreation & Parks event. Payments will be made monthly to the County in the form of check or cash.

4. Performance by Contractor.

Contractor represents and warrants that the Contractor is fully qualified to perform the services under this contract and shall perform the same in accordance with all applicable standards.

5. Termination for Cause

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

Material breach of Contract.

Dishonesty, fraud or criminal activity.

Incapability to perform.

Nonperformance.

Substandard performance.

Termination of any grant to the County which provides funding for this Contract.

Violation of Paragraph 6 hereof

6. Employment of Others - Subcontractors.

Contractor shall not be permitted to subcontract any of the work or have any of the work performed by Contractor's employees without the specific written permission of the County. Permission is hereby given for: William Johnston & Chilly Dawgs Staff.

7. Contractor has represented to County that Contractor is fully qualified to perform the services hereunder in a professional, state of the art manner to the highest standards within the parameters of this Contract and specifically that the services required of Contractor hereunder may be accomplished under this Contract for the compensation stated herein. Nothing herein shall require County to pay any overage or additional payment; the Contract price herein stated being firm. Any limitation on County's liability hereunder; shall not be a limitation on services required of the Contractor.

8. Independent Contractor.

The parties hereto do hereby agree that Contractor is an independent contractor in its performance of its obligations hereunder. Accordingly, Contractor shall be responsible for the

payment of all taxes including, without limitation, Federal, State and Local taxes, State Income Tax, Social Security Tax, Unemployment Insurance Tax and all other taxes or business license fees as required arising out of Contractor's performance hereof. Contractor specifically agrees that to the extent required by law, Contractor shall carry Workers' Compensation Insurance in statutory required amounts and Liability Insurance unless waived in writing by County and agrees to provide County with copies of policies as requested. The Contractor agrees to indemnify and hold harmless County with respect to all the Contractor's activities hereunder including, without limitation, claims for negligence or malfeasance against Contractor and as well as Workers' Compensation claims.

9. Equal Opportunity Employer.

The Contractor represents to County that Contractor is an Equal Opportunity Employer.

10. Schedule:

The sale of Chilly Dawgs Water Ice may be sold during any Youth Outdoor Soccer event, in any of the three locations: Northern Worcester Athletic Complex, John Walter Smith Park, and Newtown Park. Other opportunities deemed appropriate by the County will be scheduled with William Johnson directly on an as needed basis.

ATTEST:

WORCESTER COUNTY  
DEPARTMENT OF RECREATION

\_\_\_\_\_

BY: \_\_\_\_\_(SEAL)

WITNESS:

CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

This Group Housing Agreement (Agreement) is submitted by D3 to Worcester County Recreation & Parks (Promoter) and converts to a binding Agreement upon signing.

D3 Contact Information: Nikki Dennis; [res@d3corp.com](mailto:res@d3corp.com); 410-213-1799

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## Event Information

---

**Event/Group Name:** Fish n' Paddle Saltwater Slam

**Event Dates:** June 29 - June 30, 2019

**Room Block Cut-Off Date:** May 28, 2019

**Event Website:** <https://groups.reservations.plus/Book/FishNPaddle/>

**Promoter Name:** Worcester Country Recreation & Parks

**Promoter Address:** 6030 Public Landing Road, Snow Hill, MD 21863

**Promoter Contact:** Tom Perlozzo      **Phone:** 410-632-2144      **Email:** [tperlozzo@co.worcester.md.us](mailto:tperlozzo@co.worcester.md.us)

**Estimated # Players:**

**Estimated # Rooms Needed:**

**Reservation Confirmation Email:**

**Vacation Extras:**  yes  no

**Stay to Play:**  yes  no

**Special Requests:** \_\_\_\_\_

---

### FEES TO PROPERTIES:

- Commission: 13%
- Rebate: \$0 per room night

# Acceptance

Promoter hereby applies for the Services described herein subject to the termination and other terms specified in the "D3 Events Terms & Conditions." By signing below, Promoter acknowledges it has received, read, and approved the "D3 Events Terms & Conditions." In consideration for Services rendered:

1. Promoter agrees to use its best effort market its Event and to drive all Guests to the D3 Booking Engine setup for the Event. Promoter will include the Booking Engine link on its website, email blasts, social media pages, and any other marketing assets used to promote the event.
2. D3 agrees to donate 25% of its collected commission fees to Worcester County Recreation Boosters. D3 will make the donation after D3 receives payment from Properties.

I, \_\_\_\_\_, a duly appointed officer of Worcester County Recreation & Parks, do hereby give my authorization for the Services described in the Agreement to be executed by D3 / Internet Business Strategies, Inc. In witness whereof, the parties have executed the Agreement as of the dates set forth below.

\_\_\_\_\_  
Worcester County Recreation & Parks Representative Signature

\_\_\_\_\_  
D3 Representative Signature

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Printed Name / Title

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

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

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

TEL: 410-632-1194  
FAX: 410-632-3131  
E-MAIL: admin@co.worcester.md.us  
WEB: www.co.worcester.md.us



7

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

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

OFFICE OF THE  
COUNTY COMMISSIONERS

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

April 10, 2019

To: Harold Higgins, Chief Administrative Officer  
Worcester County Commissioners

From: Kim Reynolds, Senior Budget Accountant

Subject: CDBG Grant: Diakonia Shelter Renovations

A bid opening was held on Monday, March 25<sup>th</sup> for the Diakonia Shelter Renovation which is being funded by Community Development Block Grant # MD-19-HI-2. Bids were received from two electrical contractors as follows:

|                            |             |                    |    |
|----------------------------|-------------|--------------------|----|
| Royal Plus Electric -      | \$19,987.41 | Page               | 3  |
| Ocean Tower Construction - | \$19,123.75 |                    | 12 |
|                            |             | Bid Specifications | 28 |

After reviewing bids with Diakonia, Inc., it is my recommendation that the Commissioners accept the bid from Royal Plus Electric in the amount of \$19,987.41. Diakonia, Inc. has worked with Royal Plus Electric before and knows they are reliable and their work is reputable. A copy of the competitive bid worksheet and the bid quotes are attached for your review.

After speaking with CDBG staff regarding lack of bid participation in the two RFP's that were previously advertised for this project, it has been recommended that the County and Diakonia, Inc. can move forward with the remaining scopes of work through the "3 Quote" System as long as costs for each scope are capped at \$50,000. If costs for any of the remaining scopes exceed \$50,000, that particular scope will need to go back into the competitive bidding process.

# Competitive Bid Worksheet - Diakonia Shelter Renovations Re-Bid

Bid Deadline/Opening Date: 1:00 P.M., Monday, March 25, 2019

Bids Received by deadline = 2

### Vendor's Submitting Bids

| <u>Scope of Work</u>            | <b>Royal Plus Electric</b><br>Jerry Mack Rd, St. 400<br>Ocean City, MD 21842 | <b>Ocean Tower Const.</b><br>12905 Coastal Hwy<br>Ocean City, MD 21842 | <b>Vendor 3</b><br>_____ |
|---------------------------------|--|--|--------------------------|
| A. Signage                      | _____  | _____  | _____                    |
| B. Siding & Deck, Ramp          | _____  | _____  | _____                    |
| C. Roofing - Building 1 & 2     | _____  | _____  | _____                    |
| D. Bathroom, Flooring & Lockers | _____  | _____  | _____                    |
| E. Kitchenettes                 | _____  | _____  | _____                    |
| Electrical - Building 1 & 2     | * 19,987.41  | * 19,123.75  | _____                    |
| <b>Total Quote</b>              | * 19,987.41  | _____  | _____                    |

Bids not divulged  
pending quotes from  
other vendors.





## ROYAL PLUS ELECTRIC INC

9939 JERRY MACK ROAD,  
SUITE 400  
OCEANCITY, MARYLAND 21842  
WWW.ROYAL PLUS ELECTRIC.COM  
410-213-2658



DIAKONIA  
ATT:MIKE

DATE 03-25-19  
REF: ELECTRICAL REPAIRS  
AND ALTERATIONS.

WE PROPOSE TO COMPLETE THE FOLLOWING IN A QUALITY  
WORKMANLIKE MANNER.

-RUN SURFACE MOUNT CONDUIT OR FISH WHERE POSSIBLE TO ADD 4 EXIT  
EMERGENCY BATTERY BACK UP LIGHT FIXTURES ALL WITH EXTERIOR  
REMOTE HEADS. EXIT/EMERGENCY LIGHTS AND REMOTE HEADS  
INCLUDED.





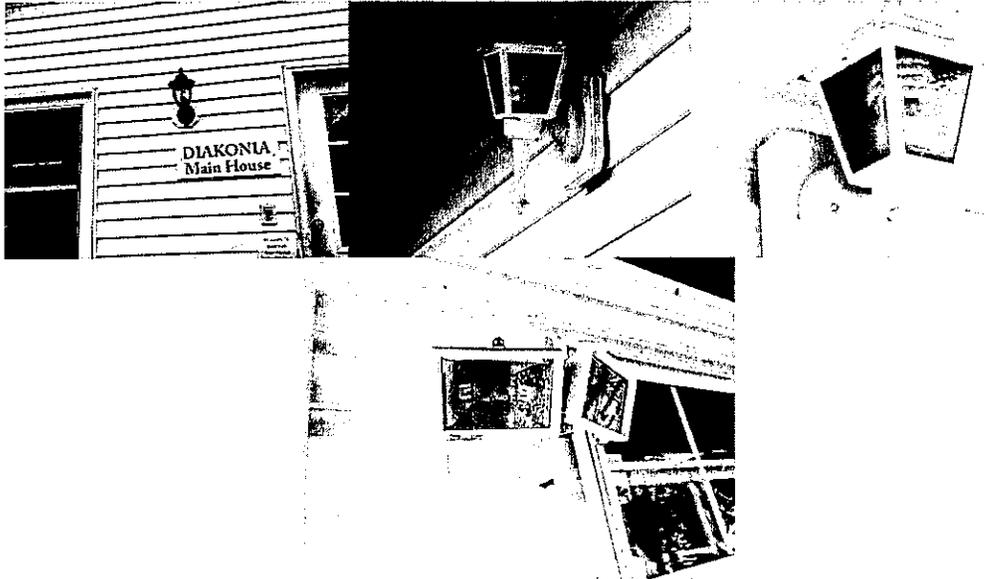
## ROYAL PLUS ELECTRIC INC

9939 JERRY MACK ROAD,  
SUITE 400  
OCEANCITY, MARYLAND 21842  
[WWW.ROYAL PLUS ELECTRIC.COM](http://WWW.ROYAL PLUS ELECTRIC.COM)

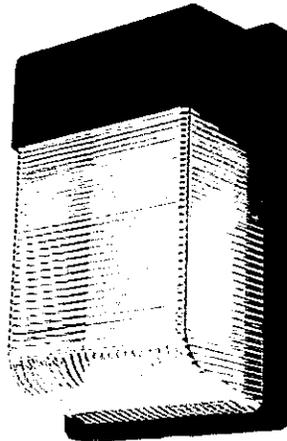
410-213-2658



-REMOVE AND REPLACE THE 4 EXISTING WALL COACH LIGHTS.



-INSTALL 4 COMMERCIAL GRADE L.E.D WALL PACKS.



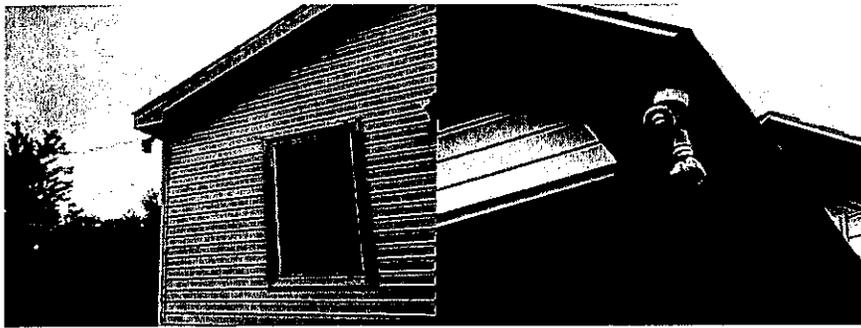


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SUITE 400  
OCEANCITY, MARYLAND 21842  
WWW.ROYAL PLUS ELECTRIC.COM  
410-213-2658



.....  
-REMOVE THE 2 EXISTING EXTERIOR RESIDENTIAL GRADE FLOOD LIGHTS.



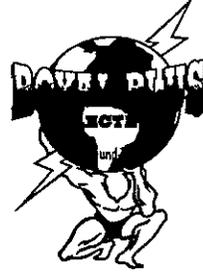
-SUPPLY AND INSTALL 2 NEW L.E.D FLOOD LIGHTS.





## ROYAL PLUS ELECTRIC INC

9989 JERRY MACK ROAD,  
SUITE 400  
OCEANCITY, MARYLAND 21842  
WWW.ROYAL PLUS ELECTRIC.COM  
410-213-2658



.....  
-REMOVE THE EXISTING 3 INCANDESCENT RECESS TRIM AND INSTALL  
3 NEW L.E.D RETROFIT KITS AND 3 NEW ADDITIONAL L.E.D RECESS TO  
MATCH ON THE FRONT PORCH.



-NEED TO FISH IN 4 NEW ADDITIONAL L.E.D RECESS CANS ABOVE THE  
SOFFIT.



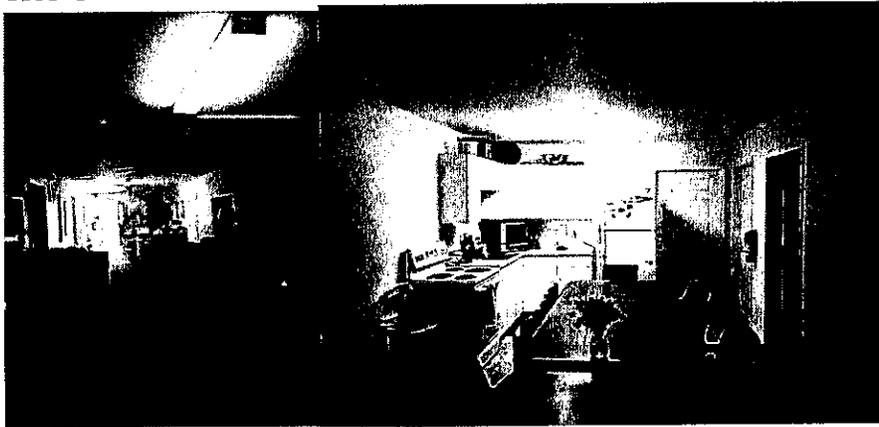


## ROYAL PLUS ELECTRIC INC

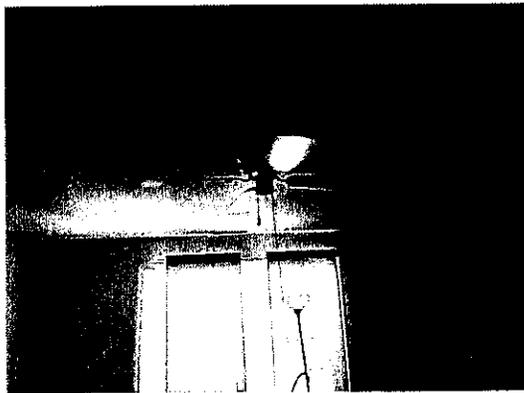
9939 JERRY MACK ROAD,  
SUITE 400  
OCEANCITY, MARYLAND 21842  
[WWW.ROYAL PLUS ELECTRIC.COM](http://WWW.ROYAL PLUS ELECTRIC.COM)  
410-213-2658



.....  
-WE WILL REMOVE THE EXISTING FLORESCENT LIGHTS AND INSTALL 12  
NEW L.E.D RECESS LIGHTS.  
2-ROWS OF 6. PATCHING AND PAINTING BY OTHERS IF NEEDED AS WE  
WILL TRY TO FISH THEM IN.



-WE WILL REMOVE 4 EXISTING 2<sup>ND</sup> FLOOR CEILING FANS AND REPLACE  
WITH 4 NEW CEILING FANS WITH LIGHT KITS.



-DISCONNECT THE EXISTING 1<sup>ST</sup> FLOOR WATER HEATER AND RUN 1 NEW  
50 AMP CIRCUIT FOR A NEW ELECTRIC INSTA-HOT.

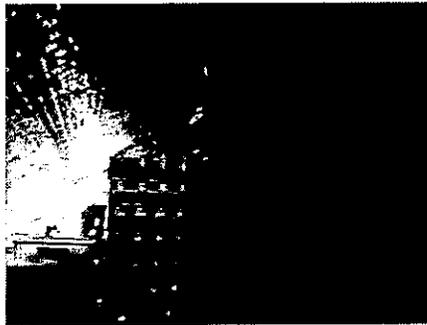


**ROYAL PLUS ELECTRIC INC**

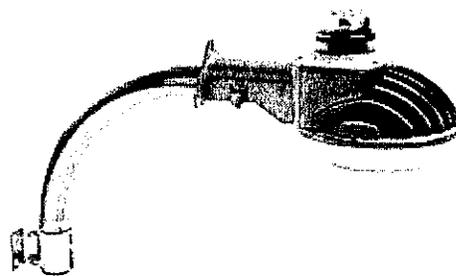
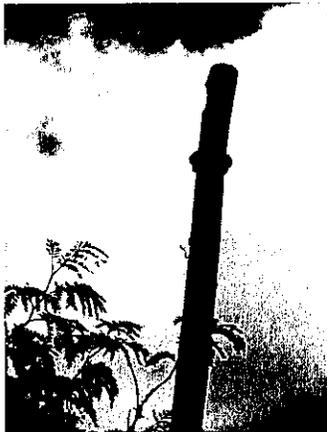
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SUITE 400  
OCEANCITY, MARYLAND 21842  
WWW.ROYAL PLUS ELECTRIC.COM  
410-213-2658



-REMOVE THE EXISTING BURNT OUT BALLAST AND REPLACE INCLUDING THE LAMPS.



-REMOVE THE EXISTING DUSK TO DAWN LIGHT AND SUPPLY AND INSTALL UTILIZING THE BUCKET TRUCK .



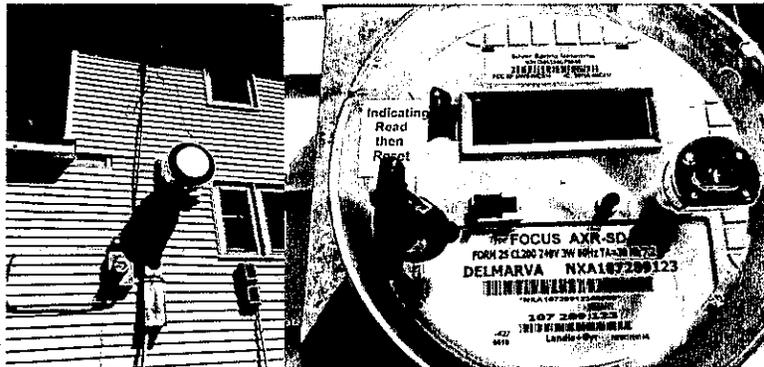


# ROYAL PLUS ELECTRIC INC

9939 JERRY MACK ROAD,  
SUITE 400  
OCEANCITY, MARYLAND 21842  
[WWW.ROYAL PLUS ELECTRIC.COM](http://WWW.ROYAL PLUS ELECTRIC.COM)  
410-213-2658



-COORDINATE WITH THE POWER COMPANY TO SCHEDULE AND OUTAGE.  
REMOVE THE OLD EXISTING SERVICE AS THERE IS MANY PARTS OF IT  
LEFT DEAD AND NEEDS REMOVED.  
-WE WILL RE-FEED THE GOOD METER AND REMOVE ALL THE OLD UNSAFE  
PARTS.  
THE SIDING WILL NEED TO BE ADDRESSED AND IS NOT INCLUDED IN THIS  
BASE PRICE.



-PRICE INCLUDES PERMIT AND INSPECTIONS.

-DISCONNECT AND MAKE SAFE THE EXISTING ELECTRICAL FROM THE 2<sup>ND</sup> FLOOR BATHROOMS.



-UTILIZING THE EXISTING CIRCUITS ADD 3 SWITCHES TO CONTROL 1 NEW VANITY LIGHT FIXTURE.



**ROYAL PLUS ELECTRIC INC**

9939 JERRY MACK ROAD,  
SUITE 400  
OCEANCITY, MARYLAND 21842  
WWW.ROYAL PLUS ELECTRIC.COM  
410-213-2658



- .....
- SUPPLY AND INSTALL 1 NEW BATH FAN LIGHT COMBINATION ( VENTING BY OTHERS).
  - 1-NEW SHOWER L.E.D RECESS LIGHT FIXTURE.
  - 1-NEW G.F.I RECEPTACLE.

**NOTE:**  
BATHROOM PLUMBING AND RENOVATIONS ON SEPARATE PROPOSAL.

NOTE:ALL LIGHT FIXTURES ARE INCLUDE IN THE BASE PRICE  
ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED AND THE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWINGS,SPECIFICATIONS SUBMITTED FOR THE ABOVE .WORK TO BE COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF :

**GRAND TOTAL \$19,987.41**

**NOTE-**THIS PROPOSAL MAY BE WITHDRAWN ,IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL PROPOSAL IS SIGNED AND RETURNED. ROYAL PLUS ELECTRIC INC. RESERVES THE RIGHT TO REQUEST AN EXTENSION OF TIME TOGETHER WITH IMPACT AND DELAY COSTS ONCE THE SCHEDULE IMPACT OF THE WORK IS DETERMINED.

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES,SPECIFICATION AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED.YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED.PAYMENTS WILL BE MADE AS OUTLINED ABOVE.ROYAL PLUS ELECTRIC INC. RESERVES PAYMENT IS DUE WITHIN 15 DAYS.INTEREST IS DUE ON UNPAID DELINQUENT ACCOUNTS AT 18% PER ANNUM.ALL RIGHTS TO REMOVE IT'S MATERIAL.(ATTACHED OR UNATTACHED)",LOCATED AT THE ABOVE NAMED JOB.UPON RECEIPT OF FUNDS OVER 90 DAYS OF CONTRACTOR RECEIVING INVOICE.IF DISPUTE RESULTS IN LEGAL ACTION,THE CONTRACTOR AGREES TO PAY ANY AND ALL LEGAL FEES AND COURT COSTS IN ORDER TO SATISFY THIS CONTRACT. ROYAL PLUS ELECTRIC INC. RESERVES THE RIGHT TO REQUEST AN EXTENSION OF TIME TOGETHER WITH IMPACT AND DELAY COSTS ONCE THE SCHEDULE IMPACT OF THE WORK IS DETERMINED. ROYAL PLUS ELECTRIC INC. WILL NOT START ANY CHANGE ORDERS WITH A SIGNED CHANGE ORDER BY AN OFFICER OF THE CORPORATION /OWNER AND RESERVES THE RIGHT TO REQUEST AN EXTENSION OF TIME AS WELL AS IMPACT AND DELAY COSTS ONCE THE SCHEDULE IMPACT OF THE WORK IS DETERMINED.

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

**WORCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACTOR  
QUALIFICATION FORM**

Contractor OCEAN TOWER CONSTRUCTION LLC

Address 12905 COASTAL HWY, OCEAN CITY MA 01842

Phone Number 443-366-5556

Federal ID or DUNS # 27-3650499

Insurance Company, Agent & Coverage CINCINNATI INSURANCE CO, AVERY HALL =>  
MAUREEN COBY 410-677-3686, 2 MILLIONS + UMBRELLA

List any Licenses Currently Held:

|                               |                   |
|-------------------------------|-------------------|
| <u>128811</u>                 | <u>11/30/2020</u> |
| MHIC Number                   | Exp. Date         |
| <u>iiCRC 223301</u>           | <u>12/31/19</u>   |
| <u>OC LICENSE 19-00024939</u> | <u>5/31/19</u>    |
| Other Licenses                | Exp. Date         |
| <u>N/A</u>                    |                   |
| MDE Lead Cert                 | Exp. Date         |
| <u>N/A</u>                    |                   |
| EPA Lead Cert                 | Exp. Date         |

Trade Reference:

|      |         |
|------|---------|
| Name | Phone # |
|------|---------|

Is contractor in a State of Bankruptcy?  Yes  No

Is contractor on HUD's Debarred list?  Yes  No

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

Minority Business Enterprise

Women's Business Enterprise

Disadvantaged Business Enterprise

Section 3 Employer

N/A

REQUEST FOR PROPOSAL  
FOR THE  
DIAKONIA, INC. SHELTER RENOVATIONS

AT

DIAKONIA, INC.  
12747 OLD BRIDGE ROAD  
OCEAN CITY, MARYLAND 21842

K. ELECTRICAL

Building One:

- Remove and replace four (4) existing coach light with four (4) commercial
- L.E.D. wall packs.
- Coordinate with Power Company to replace old service with new feed and one meter.
- Add service to feed power to new exterior site sign which will operate on a photo cell.
- Add life safety exit signage on interior of building.
- Disconnect power to second floor bath renovation and rewire new
- bathroom.
- Supply new second floor bathroom fan/light, new shower L.E.D. light and One (1) new GFI receptacle.

\*Electrical Contractor to obtain all Worcester County Permits.

BID AMOUNT \$ 9,375<sup>00</sup>

Building Two: Second Floor

- Remove existing florescent lights and install twelve (12) new L.E.D. can lights.
- Remove existing ceiling fans and install four (4) new ceiling fans with light kits.
- Install four (4) emergency battery pack exit signs with remote heads and emergency lights.
- Repair existing lights in storage area that have bad ballast.
- Remove two (2) flood lights and replace with two (2) new L.E.D. flood lights.

\*Electrical Contractor to obtain all Worcester County Permits.

BID AMOUNT \$ 5,655<sup>00</sup>

Building Two: First Floor

- Disconnect first floor water heater and run new 50 amp circuit for new electric insta-hot.
- Remove three (3) incandescent recess trim lights and install three (3) new incandescent recess trim lights.
- L.E.D. trim lights on the front porch.
- Add four (4) additional L.E.D trim lights on front porch for addition lighting.

\*Electrical Contractor to obtain all Worcester County Permits.

BID AMOUNT \$ 3,750<sup>00</sup>

Site Electric

- Remove existing dusk to dawn pole light and replace with a new L.E.D. exterior pole light with photocell.
- Electrical Contractor to remove and dispose of all debris.

\*Electrical Contractor to obtain all Worcester County Permits.

BID AMOUNT \$ 343.75

3. **FUNDING:** This project has been funded through two funding sources consisting of a pass through grant to the County Commissioners of Worcester County, Maryland from The Department of Housing and Community Development in the amount of **Two Hundred Seventy Six Thousand One Hundred Twenty Eight Dollars (\$276,128.00)** and Diakonia, Inc. funds which have already been assigned.

**Community Development Block Grant Program:** The County Commissioners of Worcester County, Maryland has been awarded **Community Development Block Grant (CDBG – Federal)** funding for this project. The contractor and any subcontractors shall be responsible for compliance with federal regulations associated with the CDGB grant, including, but not limited to, Davis-Bacon wage requirements. The **Federal Labor Standards Compliance** information is included with and incorporated into this RFP in Appendix "A" of this RFP.

Appendix "A" includes:

- Federal Labor Standards Provisions – HUD Form 4010 (5 Pages)
- Section 3 Clause; Section 3 Bid Form; Certification Procedures; Sample (5 Pages)
- Contractor Statement of Assurance and Certifications (2 Pages)
- Wage Decision No. MD180024 Date 11/23/18 (5 Pages)

## **APPENDIX A**

SECTION 3 COMPLIANCE BID FORM

Name of Business: OCEAN TOWER CONSTRUCTION LLC  
Address of Business: 12905 COASTAL HWY, OCEAN CITY MD 21842  
Type of Business:  Corporation  Partnership  Sole Proprietorship  Other  
Business Activity: GENERAL CONTRACTOR

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

OR

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

OR

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

I attest that the above information is true and correct.

  
Signature

PRESIDENT  
Title

OLEG SHAKIROV  
Print Name

3/25/19  
Date

N/A

**SECTION 3 SELF-CERTIFICATION**  
**Worcester County, Maryland**

Section 3 of the Housing and Urban Development Act of 1968 requires recipients of federal Community Development Block Grant (CDBG) funds to make efforts to provide employment and other economic opportunities for low and very low income persons living in the county where funds are awarded. Applicants for employment are required to complete this self-certification to determine if they qualify as a Section 3 Person.

Name: OCEAN TOWER CONSTRUCTION LLC  
 Address: 12305 COASTAL HWY  
OCEAN CITY MD 21842

Total number of persons living in your household: 1

Do you reside in public housing funded by the federal government? NO

Do you receive housing assistance funded by the federal government? NO

Annual Household Income:

Total gross annual household income associated with you and the combined members of your household includes:

- All wages, salaries, tips, commissions, etc.: (except income from the employment of children, including foster children, under the age of 18; or full-time college students who may be over 18)
- Net Income from a business: including, self-employment, proprietorships and partnerships;
- Interest, dividends, net rental income, or income from estates or trusts;
- Supplemental Security Income (SSI), Aid to Families with Dependent Children, Temporary Assistance to Needy Families, or other public assistance or public welfare programs;
- Social Security, retirement income, pension income, survivor or disability income, insurance income; and
- Any other source of income received regularly, including but not limited to: Veterans' (VA) payments, unemployment and/or disability compensation, alimony, child support, etc.

Based on the information provided above and using the 2018 HUD Income Limits for Worcester County, please circle the category that best describes the total income of your household.

**2018 HUD Income Limits for Worcester County, Maryland**

| Household Size     | 1 Person | 2 People | 3 People | 4 People | 5 People | 6 People | 7 People | 8 People |
|--------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| (0-30% of median)  | 15,200   | 17,400   | 19,550   | 21,700   | 23,450   | 25,200   | 26,950   | 28,650   |
| (30-50% of median) | 25,350   | 28,950   | 32,550   | 36,150   | 39,050   | 41,950   | 44,850   | 47,750   |
| (80% of median)    | 40,500   | 46,300   | 52,100   | 57,850   | 62,500   | 67,150   | 71,750   | 76,400   |

**Applicant Certification:** I certify that the information that I have given is accurate and complete to the best of my knowledge.

Signature: [Handwritten Signature] Date: 3/25/19

**Section 3 Certification Procedures:**

Employer is to submit completed Section 3 Self-Certification form for each person to be hired by \_\_\_\_\_ in Worcester County. Form must be submitted before person is hired.

- The grantee's review has determined that the person to be hired qualifies as a Section 3 person based on:
- Verification that they reside in public housing
  - Verification that they receive federal housing assistance
  - A total gross household income less than 50% of the County's area median income

The grantee has determined that the person does not qualify as a Section 3 Person.

Additional Comments/Concerns:

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Grantee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Maryland Community Development Block Grant Program  
Contractor Statement of Assurances and Certifications**

The contractor hereby assures and certifies that he/she will comply with the following requirements in the event that this bid is accepted. The contractor:

1. has reviewed the Federal Labor Standards Provisions, **Form HUD-4010**, and agrees to abide by all of the requirements, as they apply to the contract at hand;
2. will take reasonable steps to comply with the Section 3 provisions as they relate to hiring new workers and/or businesses for all contracts in excess of \$100,000 - 24 CFR § 135.32;
3. assures that if the contract exceeds \$10,000, reasonable steps will be taken to comply with the Equal Employment Opportunity provisions;
4. has not been declared ineligible from receiving Federal contracts during the past three years;
5. will comply with the Immigration Reform and Control Act of 1986 (IRCA) stipulating that the only persons who can be employed under the contract are persons that may legally work in the United States. The contractor is responsible for verifying the eligibility of all workers to be employed in the United States;
6. has no personal or business relationship with any employee, officer or elected official of the CDBG grant recipient, subrecipient or developer organization, which has the potential to result in a conflict of interest. Such relationships include marriage, domestic partnership or business or professional relationship with an employee, agent, consultant, officer, elected or appointed officer.
7. has not used federal funds to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
8. will provide access to the grantee, the State of Maryland, HUD, the subrecipient, developer, the Controller General of the U.S., or their duly authorized representative any books, documents, papers, or records for the purpose of audit or examination;
9. will comply with all environmental standards, orders, or requirements under Clean Air Act, Clean Water Act, EO 11738, and EPA regulations for contracts, subcontracts and subcontracts greater than \$100,000;

9/12/17





MD24  
General Decision Number: MD180024 11/23/2018 MD24

Superseded General Decision Number: MD20170024

State: Maryland

Construction Type: Building

Counties: Dorchester, Kent, Queen Anne's and Worcester  
Counties in Maryland.

BUILDING CONSTRUCTION PROJECTS (does not include single family  
homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage  
of \$10.35 for calendar year 2018 applies to all contracts  
subject to the Davis-Bacon Act for which the contract is  
awarded (and any solicitation was issued) on or after January  
1, 2015. If this contract is covered by the EO, the contractor  
must pay all workers in any classification listed on this wage  
determination at least \$10.35 per hour (or the applicable wage  
rate listed on this wage determination, if it is higher) for  
all hours spent performing on the contract in calendar year  
2018. The EO minimum wage rate will be adjusted annually.  
Please note that this EO applies to the above-mentioned types  
of contracts entered into by the federal government that are  
subject to the Davis-Bacon Act itself, but it does not apply to  
contracts subject only to the Davis-Bacon Related Acts,  
including those set forth at 29 CFR 5.1(a)(2)-(60). Additional  
information on contractor requirements and worker protections  
under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/05/2018       |
| 1                   | 02/02/2018       |
| 2                   | 06/08/2018       |
| 3                   | 06/22/2018       |
| 4                   | 10/19/2018       |
| 5                   | 11/23/2018       |

ASBE0024-007 10/01/2017

|  | Rates    | Fringes |
|--|----------|---------|
| ASBESTOS WORKER/HEAT & FROST<br>INSULATOR..... | \$ 35.13 | 16.22   |

Includes the application of all insulating materials,  
protective coverings, coatings and finishes to all types of  
mechanical systems

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CARP0255-003 05/01/2018

DORCHESTER AND WORCESTER COUNTIES

|  | Rates    | Fringes |
|--|----------|---------|
| CARPENTER (Drywall Hanging<br>and Form Work ONLY)..... | \$ 25.13 | 18.64   |

MD24

CARP0255-005 05/01/2018

KENT AND QUEEN ANNE'S COUNTIES

|   | Rates    | Fringes |
|---|----------|---------|
| CARPENTER (Drywall Hanging and Form work ONLY)..... | \$ 31.94 | 23.24   |

ELEC0024-011 06/03/2018

|                  | Rates    | Fringes  |
|------------------|----------|----------|
| ELECTRICIAN..... | \$ 25.00 | 5%+12.74 |

IRON0016-009 04/01/2016

|   | Rates    | Fringes |
|---|----------|---------|
| IRONWORKER STRUCTURAL (Metal Building Erection Only)..... | \$ 28.48 | 19.45   |

PAIN0051-016 06/01/2018

|  | Rates    | Fringes |
|--|----------|---------|
| PAINTER (Brush, Roller, Drywall Finisher/Taper)..... | \$ 25.06 | 9.76    |

PLUM0782-004 02/01/2013

|   | Rates    | Fringes |
|---|----------|---------|
| PIPEFITTER (HVAC Pipe Installation Only)..... | \$ 33.52 | 13.25   |

\* SHEE0100-019 11/01/2018

|  | Rates    | Fringes |
|--|----------|---------|
| SHEETMETAL WORKER, Including HVAC Duct Installation..... | \$ 33.06 | 20.35   |

SUMD2010-047 04/20/2010

|  | Rates    | Fringes |
|--|----------|---------|
| BRICKLAYER (Excluding Pointing, Caulking, Cleaning)....      | \$ 21.38 | 3.68    |
| CARPENTER (Excluding Drywall Hanging and Form Work).....     | \$ 19.66 | 3.20    |
| IRONWORKER, REINFORCING.....                                 | \$ 17.69 | 2.02    |
| LABORER: Mason Tender (for Pointing, Caulking, Cleaning).... | \$ 12.56 | 0.00    |
| LABORER: Common or General.....                              | \$ 12.84 | 2.76    |
| MASON TENDER, BRICK.....                                     | \$ 12.84 | 2.76    |
| OPERATOR: Backhoe.....                                       | \$ 17.39 | 4.76    |

MD24

|  |          |      |
|--|----------|------|
| OPERATOR: Forklift.....  | \$ 18.95 | 0.00 |
| PIPEFITTER (Excluding HVAC<br>Pipe Installation).....  | \$ 24.75 | 7.63 |
| PLUMBER.....   | \$ 24.59 | 8.49 |
| POINTER, CAULKER, CLEANER,<br>Includes pointing, caulking,<br>cleaning of existing masonry,<br>brick, stone and cement<br>structures (restoration<br>work); excludes pointing,<br>caulking, cleaning of new or<br>replacement<br>masonry, brick, stone or<br>cement..... | \$ 19.79 | 0.00 |

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

MD24

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the state of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

✓ KH  
2-20-19  
C

**NOTICE TO BIDDERS  
Request for Proposals**

**Diakonia Inc. Shelter Renovations  
Worcester County, Maryland**

The County Commissioners of Worcester County, Maryland are seeking proposals from qualified contractors for shelter renovations at Diakonia, Inc. in which contractors will provide all labor, materials and permitting for a number of repairs outdoors including signage, siding and roofing, deck, ramps, steps and railing replacement. Repairs indoor include bathroom renovation, kitchenettes, flooring, lockers and electrical work. Requests for Proposals (RFPs) including Bid Documents are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online under the "Bids" drop-down menu in the lower right hand side of the home page at [www.co.worcester.md.us](http://www.co.worcester.md.us), or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. Interested contractors are encouraged to attend a **pre-proposal meeting on Wednesday, March 6, 2019 at 10:00 AM** onsite at **12747 Old Bridge Road, Ocean City, Maryland 21842**. For directions and details, contact Mr. Mike Diffendal, Board of Directors, Diakonia, Inc. [mthomasdiffendal@comcast.net](mailto:mthomasdiffendal@comcast.net) . **Sealed proposals will be accepted until 1:00 PM, Monday, March 25, 2019** in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Proposal for Diakonia, Inc. Shelter Renovations - (Scope #)**" in the lower left-hand corner. Email submissions will not be accepted.

The project is to be funded by the Community Development Block Grant (CDBG) Program and is thus subject to all applicable Davis Bacon Wage Rates, Equal Opportunity and Civil Rights guidelines. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the proposal, the Commissioners reserve the right to reject any and all proposals, waive formalities, informalities and technicalities therein, and to take whatever proposal they determine to be in the best interest of the County considering lowest or best proposal, proposal content, qualifications of the contractor, time of delivery or completion, responsibility of contractors is being considered, previous experience of contractors with County contracts, or any other factors they deem appropriate.

All inquiries regarding the proposal shall be directed to Diakonia, Inc. Board Member Mike Diffendal at 410-726-7016.

REQUEST FOR PROPOSAL  
FOR THE  
DIAKONIA, INC. SHELTER RENOVATIONS

AT

DIAKONIA, INC.  
12747 OLD BRIDGE ROAD  
OCEAN CITY, MARYLAND 21842

**Bid Submission Checklist**

- \_\_\_\_\_ Contractor Qualification Form
- \_\_\_\_\_ Section 3 Compliance Bid Form (if applicable)
- \_\_\_\_\_ Contractor Statement of Assurances and Certifications
- \_\_\_\_\_ Conflict of Interest Disclosure (Contractor\*)
- \_\_\_\_\_ Bid Form – on your company letterhead using Worcester County Government format
- \_\_\_\_\_ Scope of Work with Line Item Breakdown – all lines completed and total price
- \_\_\_\_\_ Signed Bid Submission Checklist

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Signature

Date

Please check off items submitted above, sign and include this checklist with your submission package. Bids submitted with no Contractor Qualification form may not be considered.

**WORCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACTOR  
QUALIFICATION FORM**

Contractor \_\_\_\_\_

Address \_\_\_\_\_

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

Federal ID or DUNS # \_\_\_\_\_

Insurance Company, Agent & Coverage \_\_\_\_\_

List any Licenses Currently Held:

|             |           |
|-------------|-----------|
| MHIC Number | Exp. Date |
|-------------|-----------|

|                |           |
|----------------|-----------|
| Other Licenses | Exp. Date |
|----------------|-----------|

|               |           |
|---------------|-----------|
| MDE Lead Cert | Exp. Date |
|---------------|-----------|

|               |           |
|---------------|-----------|
| EPA Lead Cert | Exp. Date |
|---------------|-----------|

Trade Reference:

|      |         |
|------|---------|
| Name | Phone # |
|------|---------|

Is contractor in a State of Bankruptcy?     Yes     No

Is contractor on HUD's Debarred list?     Yes     No

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

Minority Business Enterprise

Women's Business Enterprise

Disadvantaged Business Enterprise

Section 3 Employer

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

**BID FORM**

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

**Property location: Diakonia, Inc.  
12747 Old Bridge Road  
West Ocean City, MD 21842**

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

|   |          |
|---|----------|
| Scope A – Signage:                      | \$ _____ |
| Scope B – Siding & Deck, Ramp:          | \$ _____ |
| Scope C – Roofing - Building 1 & 2:     | \$ _____ |
| Scope D – Bathroom, Flooring & Lockers: | \$ _____ |
| Scope E – Kitchenettes:                 | \$ _____ |
| Scope F – Electrical - Building 1 & 2:  | \$ _____ |

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
MHIC License #

\_\_\_\_\_  
Expiration Date

**1. INTRODUCTION:** The County Commissioners of Worcester County, Maryland in conjunction with Diakonia, Inc. is seeking bids for critical building repairs in a design build scenario in which contractors will provide all of the labor, materials, permitting and inspection for a number of repairs to include storm water management facility upgrades, asphalt paving, a new exterior shed, new lighted exterior signage, upgraded security lighting, exterior door repairs, replacement of existing decks and handicapped ramps and railings, replacement of existing siding and roofing, upgraded laundry facilities, conversion of two small bathrooms into a handicapped bathroom, upgrades to life safety equipment, replacement of existing kitchenette's with new kitchenettes, replacement of various flooring and upgrades to interior lighting. This project must be completed by September 30, 2019.

**Owner:** Diakonia, Inc. 12747 Old Bridge Road, West Ocean City, MD 21842 will act as the construction manager/coordinator for this project which will be completed in one phase while the building is occupied. This Request for proposal will be used by the owner to select qualified and experienced contractors to work within the constraints of the owners 24/7 operating requirements.

**2. PROJECT OBJECTIVES AND SCOPE:** Diakonia, Inc. is seeking to upgrade two buildings, one of which was constructed in 1932 and the other in 2001. These buildings provide emergency housing for 40 men, women and children as well as dining and food preparation facilities and a heavily used food pantry for the community.

The scopes of the various items are noted below on an item by items basis:

**A. PROPERTY SITE SIGNAGE:**

- Remove existing sign.
- Install new 48" x 32" sign on two white posts with ball tops
- Bid cans be either:
- Sandblasted cedar sign and painted with Diakonia Logo and address or Komacel UV Ink and laminated print with Diakonia Logo and address.
- Diakonia will be responsible for permits.

\*Note: Sign will be lighted by project electrician.

BID AMOUNT \$ \_\_\_\_\_

**B. SIDING AND DECK, RAMPS, STEPS AND RAILING REPLACEMENT**

\*Contractor to obtain any necessary permits and responsible for inspections.

Siding:

- Remove all existing siding, soffit and fascia and replace any rotten or damaged wood.
- Install Tyvek house wrap to all sidewalls and gables and tape seams.
- Install Tamko moisture wrap around all windows and doors.
- Install all vinyl trim to accommodate new siding.
- Install White CertainTeed Insulated Siding on all sidewalls.
- Install White CertainTeed vented soffit in eaves and solid in gable over hangs.
- Install White aluminum trim coil to eave and gable fascia.
- Dispose of all debris.

Deck, ramp, steps and railing replacement:

- Remove and dispose of existing decks, ramps, steps and railings on both buildings.
- Replace decks, steps and railings with Trex Composite Decking and Vinyl White Railing.
- Decking Color is Clam Shell.
- Contractor to replace any deficient stringers on decks or ramps.
- All replacement decking, steps, ramps and railing will conform to Worcester County Building Code Requirements.
- Contractor to obtain any necessary permits Contractor is responsible for disposal of materials.

BID AMOUNT \$ \_\_\_\_\_

C. ROOFING: BUILDING ONE & BUILDING TWO

\*Contractor to obtain any required permits and responsible for inspections.

Roofing: building one

- Remove one layer of asphalt shingles.
- Install GAF Weather Watch Leak Barrier in all valleys, eave locations and all roof penetrations.
- Install GAF Tiger Paw underlayment on roof deck.
- Install white ODE drip edge.
- Install GAF Timberline American Harvest HD AR shingles.
- Install GAF Cobra Ridge Vent into existing locations.
- Install new pipe collars for all roof penetrations.
- Install GAF Seal A Ridge hip and ridge caps on all peaks and hips.
- Remove all debris from site.

Roofing: building two

- Remove one layer of asphalt shingles.
- Install GAF Weather Watch Leak Barrier in all valley and eave locations.
- Install GAF Tiger Paw underlayment on roof deck.
- Install new white ODF Drip edge where necessary.
- Install GAF Timberline HD AR Shingles.
- Install one GAF thermostatic attic fan with humidistat.
- Install new pipe collars.
- Install GAF Seal a Ridge hip and ridge caps.
- Remove all debris from site.

BID AMOUNT \$ \_\_\_\_\_

#### D. BATHROOM RENOVATION, FLOORING, LOCKERS

##### Second floor men's bathroom renovation: building one

- Demolish two existing bathrooms to convert into one ADA bathroom and reconstruct the bathroom (to include framing and drywall, rough in and all plumbing).
- Install new ADA approved sinks, toilets, wall hung urinal and 60" tub or shower at the customer's option.
- Install one mirror above sink and install one exhaust fan.
- Paint Bathroom

\*electric will be installed by others.

\*Contractor to obtain any necessary permits and responsible for inspections. All construction must be ADA compliant.

##### Flooring: building one

- Vinyl Flooring to be removed on existing stairs to second floor and all bedrooms, hallways and bathrooms on the second floor.
- New flooring will be equal to Supply LVP Coretec Pro Plus.
- All areas to be trimmed in white quarter round molding with coordinating transitions.
- Will include floor leveling where necessary.
- Will include the disposal of existing flooring, removal and replacement of furniture and resetting of one toilet.

##### Flooring: building two

- Vinyl flooring, carpet and padding to be removed in common area, kitchen, back office, three (3) bathroom and three (3) bedrooms on the second floor.
- New flooring will be equal to Supply LVP Horizons.
- All areas to be trimmed in white quarter round molding with coordinating transitions.
- Will include floor leveling where necessary.
- Will include the disposal of existing flooring removal and replacement of furniture and resetting of three (3) toilets.

##### Lockers:

- Supply and install twenty-five (25) gray metal lockers for Building One and Building Two.
- Lockers to be 15" wide by 21" Deep by 72" High and lockable.

\*Location to be determined

BID AMOUNT \$ \_\_\_\_\_

E. KITCHENETTES

\*Contractor is to obtain any necessary Worcester County Permits.

- Remove existing Kitchenette if necessary.
- Supply and install new kitchenette consisting of two (2) base cabinets, two (2) wall cabinets, laminate counter top, faucet, sink and toe kick for five (5) units.
- Units to be of all plywood construction.
- Included in the bid will be re-plumbing sink and faucet and installing new laminate counter top.
- Colors to be selected by Diakonia, Inc.
- Disposal of existing kitchenette units.

BID AMOUNT \$ \_\_\_\_\_

## F. ELECTRICAL

\*Electrical Contractor to obtain all Worcester County Permits.

### Building One:

- Remove and replace four (4) existing coach light with four (4) commercial
- L.E.D. wall packs.
- Coordinate with Power Company to replace old service with new feed and one meter.
- Add service to feed power to new exterior site sign which will operate on a photo cell.
- Add life safety exit signage on interior of building.
- Disconnect power to second floor bath renovation and rewire new bathroom.
- Supply new second floor bathroom fan/light, new shower L.E.D. light and One (1) new GFI receptacle.

### Building Two: First Floor

- Disconnect first floor water heater and run new 50 amp circuit for new electric insta-hot.
- Remove three (3) incandescent recess trim lights and install three (3) new incandescent recess trim lights.
- L.E.D. trim lights on the front porch.
- Add four (4) additional L.E.D trim lights on front porch for addition lighting.

### Building Two: Second Floor

- Remove existing florescent lights and install twelve (12) new L.E.D. can lights.
- Remove existing ceiling fans and install four (4) new ceiling fans with light kits.
- Install four (4) emergency battery pack exit signs with remote heads and emergency lights.
- Repair existing lights in storage area that have bad ballast.
- Remove two (2) flood lights and replace with two (2) new L.E.D. flood lights.

### Site Electric

- Remove existing dusk to dawn pole light and replace with a new L.E.D. exterior pole light with photocell.
- Electrical Contractor to remove and dispose of all debris.

BID AMOUNT \$ \_\_\_\_\_

3. **FUNDING:** This project has been funded through two funding sources consisting of a pass through grant to the County Commissioners of Worcester County, Maryland from The Department of Housing and Community Development in the amount of **Two Hundred Seventy Six Thousand One Hundred Twenty Eight Dollars (\$276,128.00)** and Diakonia, Inc. funds which have already been assigned.

**Community Development Block Grant Program:** The County Commissioners of Worcester County, Maryland has been awarded **Community Development Block Grant (CDBG – Federal)** funding for this project. The contractor and any subcontractors shall be responsible for compliance with federal regulations associated with the CDGB grant, including, but not limited to, Davis-Bacon wage requirements. The **Federal Labor Standards Compliance** information is included with and incorporated into this RFP in Appendix “A” of this RFP.

Appendix “A” includes:

- Federal Labor Standards Provisions – HUD Form 4010 (5 Pages)
  - Section 3 Clause; Section 3 Bid Form; Certification Procedures; Sample (5 Pages)
  - Contractor Statement of Assurance and Certifications (2 Pages)
  - Wage Decision No. MD190010 Date 1/04/19 (5 Pages)
  - Copy of Blank Independent Contractor’s Agreement (9 Pages)
4. **GENERAL DESCRIPTION OF PROPOSAL SUBMITTAL, EVALUATION, AND SELECTION PROCESS:**
- The contractor shall carefully review and submit a proposal that is considered to be eligible and addresses the scope of work.
  - Worcester County Government and Diakonia, Inc. will determine if the submittal meets the scope. Worcester County Government and Diakonia, Inc. may ask for further information if desired.
  - The County Commissioners of Worcester County, Maryland will award the contracts.
5. **PROPOSAL EVALUATION CRITERIA:**
- The experience and qualifications of the contractor.
  - Contractors schedule for commencing and completing the work.
  - The lump sum cost.

6. **FINANCIAL PROPOSAL:** The contractor shall provide a fixed lump sum price for completion of the work.

## 7. TERMS AND CONDITIONS:

- Neither the RFP nor The County Commissioners of Worcester County, Maryland consideration of any proposal shall create a contractual obligation. The County Commissioners of Worcester County, Maryland makes no promise whether it will enter into an agreement with the contractor or the manner that it will consider proposals.
- The County Commissioners of Worcester County, Maryland reserves the right to accept or reject any or all proposals or to negotiate separately in any manner necessary to serve the best interests of the County Commissioners of Worcester County, Maryland and Diakonia, Inc.
- The County Commissioners of Worcester County, Maryland will not discriminate against any contractor because of race, religion, color, sex national origin, age, disability or any other basis prohibited by State or Federal law relating to discrimination in employment.

## 8. INSTRUCTIONS FOR PROPOSAL SUBMISSION:

- Proposals are to be submitted in sealed envelopes with contractor's name and address on the envelopes. Any questions concerning the requirements on the RFP should be directed via email to:  
[mthomasdiffendal@comcast.net](mailto:mthomasdiffendal@comcast.net)
- Original proposals must be delivered to: The County Commissioners of Worcester County, Maryland  
Government Center 1 W Market Street, Room 1103  
Snow Hill, Maryland 21863
- **A pre-proposal meeting will be held on March 6<sup>th</sup>, 10:00 AM at 12747 Old Bridge Road, Ocean City, Maryland 21842.** At this time the specific individual specifications will be reviewed and distributed in writing to interested contractors.
- **Sealed Bids will be accepted until 1:00 PM local time on Monday, March 25th, 2019.** Requests for extensions will not be granted.

ROOFING

Tecta America  
302 South Division Street  
Fruitland, MD 21826

Spicer Brothers Roofing  
32221 Beaver Run Drive  
Salisbury, MD 21804

All States Construction Co  
11935 Hammer Road  
Bishopville, MD 21813

Cole Roofing Company  
3915 Coolidge Avenue  
Baltimore, MD 21229

\*ANA General Contractors, LLC  
11615-1/2 Coastal Highway  
Office "H"  
Ocean City, MD 21842

\*Apex Business Solutions, LLC  
12650 Sunset Ave, Suite 7  
Ocean City, MD 21842

\*Apostle Expert Exteriors, Inc.  
P.O. Box 485  
Salisbury, MD 21803

Peninsula Roofing  
1209 N. Salisbury Blvd  
Salisbury, MD 21801

F.A. Taylor & Son  
1955 Northwood Dr.  
Salisbury, MD 21801

ELECTRICAL

Toomey Electric  
5430 Handley Road  
Cambridge, MD 21613

Nickle Electric  
540 S. Bedford Street  
Georgetown, DE 19947

Lywood Electric  
301 Bloomingdale Ave  
Federalsburg, MD 21632

Rommel Electric Company  
28410 S Crown Rd, Ste#1  
Eden, MD 21822

Royal Plus Electric  
9939 Jerry Mack Road  
Suite 400  
Ocean City, MD 21842

\*Tieder Electric, LLC  
309A High Street  
Cambridge, MD 21613

\*Baptiste Electric, LLC  
108 Montleav Avenue  
Salisbury, MD 21804

\*Daniel G. Bebee, Inc.  
Tri-Electrical Services  
32363 Cobbs Crock Road  
Laurel, DE 19956

\*Simmons Electrical  
Service, LLC  
2213 Northwood Drive,  
Unit #7  
Salisbury, MD 21801

GENERAL TRADE

KB Coldiron  
36546 Dupont Blvd  
Selbyville, DE 19975

Royal Plus, Inc.  
201 Belt Street  
Snow Hill, MD 21863

Colossal Contractors  
Attn: Kim Crawford  
4601 Sandy Spring Road  
Burtonsville, MD 20866

Curtis Mercer Remodeling, Inc.  
9937 Hotel Road  
Bishopville, MD 21813

J & G Maintenance & Repair  
10446 Dinges Road  
Berlin, MD 21811

Mallard Home Improvements  
P.O. Box 28  
Quantico, MD 21856

\*Barmar Construction, LLC  
714 Hills Point Road  
Cambridge, MD 21613

\*Hebrew Quality  
Construction, Inc.  
P.O. Box 4501  
Salisbury, MD 21803

Jones and Sons  
7 Burley Street  
Berlin, MD 21811

Celtic Nation Contracting  
218 Charleston Road  
Berlin, MD 21811

Walsh Home Improvement  
8707 Cypress Court  
Berlin, MD 21811

Coastal Home Remodeling  
12010 Industrial Road – Unit 2  
Bishopville, MD 21813

Shades Home Improvement  
10035 Bonita Drive  
Ocean City, MD 21842

Gillis Gilkerson Corp.  
150 W. Market Street, Suite 200  
Salisbury, MD 21801

Willow Construction, LLC  
400 Maryland Ave  
Easton, MD 21601

Hazard Construction  
12441 W. Torquay Rd.  
Ocean City, MD 21842

Bally Services, Inc.  
156 Winter Harbor Drive  
Ocean City, MD 21842

Soulsman Construction  
9813 Quail Run Lane  
Ocean City, MD 21842

SIGNS

Superior Signs  
500 Saddler Road  
Gransonville, MD 21638

Sun Signs  
8621 Stephen Decatur Hwy  
Berlin, MD 21811

READ Signs  
223 Leonard Lane  
Salisbury, MD 21801

Phillip Signs, Inc.  
20874 Sussex Hwy  
Seaford, DE 19973

Selby Sign Co.  
2138 Bypass Road  
Pocomoke City, MD 21851

FLOORING

Value Carpet One & Home  
1530 N Salisbury Blvd  
Salisbury, MD 21801

LeClaire Flooring & Design  
9935 Stephen Decatur Highway  
Unit#130  
Ocean City, Maryland 21842

Scott Frye's Floor Covering LLC  
100 Megan Ave  
Seaford, DE 19973

\*Global Home Improvement  
231 Ohio Avenue  
Salisbury, MD 21801

\*Sea Ray Commercial Flooring,  
LLC  
118 East Main Street  
Salisbury, MD 21801

By the Ocean Carpet & Flooring  
12021 Hammer Road  
Bishopville, MD 21813

OC Floor & Home Gallery  
12319 Ocean Gateway  
Ocean City, MD 21842

Herl's Bath & Tile  
31440 Winterplace Parkway  
Salisbury, MD 21801

KITCHEN

Kitchen Designs & Millwork, Inc.  
307A Civic Avenue  
Salisbury, Maryland 21804

Fenwick Kitchen and Bath  
Design  
1204 Coastal Highway  
Fenwick Island, DE 19944

Kitchen Concepts Plus  
1001 Eastern Shore Dr.  
Salisbury, MD 21804

DECK WORK/SIDING

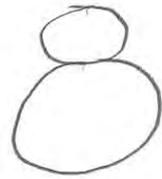
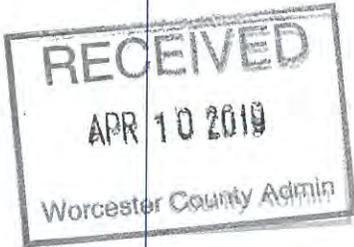
Newport Bay Construction &  
Boatlifts, LLC  
6118 South Point Road  
Berlin, MD 21811

United Fence and Deck  
4575 American Corner Rd  
Federsburg, MD 21862

Breakwater Fence & Deck  
11412 Holly Tree Road  
Lincoln, DE 19960

Days Aluminum  
326 N. Main Street  
Berlin, MD 21811

Eastern Shore Porch & Patio  
17 Mason Drive  
Selbyville, DE 19975



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

**JOHN H. TUSTIN, P.E.**  
 DIRECTOR

**JOHN S. ROSS, P.E.**  
 DEPUTY DIRECTOR

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

**MEMORANDUM**

**TO: Harold L. Higgins, Chief Administrative Officer**  
**FROM: John S. Ross, P.E., Deputy Director of Public Works**  
**DATE: April 10, 2019**  
**SUBJECT: Bid Recommendation Sewer Cleaning and Inspection Services**

**DIVISIONS**

**MAINTENANCE**  
 TEL: 410-632-3766  
 FAX: 410-632-1753

**ROADS**  
 TEL: 410-632-2244  
 FAX: 410-632-0020

**SOLID WASTE**  
 TEL: 410-632-3177  
 FAX: 410-632-3000

**FLEET MANAGEMENT**  
 TEL: 410-632-5675  
 FAX: 410-632-1753

**WATER AND WASTEWATER**  
 TEL: 410-641-5251  
 FAX: 410-641-5185

On April 8, 2019, seven (7) bids were received and opened for Sewer Cleaning and Inspection Services in the West Ocean City Service Area. The following summary and attached bids are submitted for your review:

| <b>Company Name</b>                                | <b>Base Bid</b> | <b>Contingent Items</b> | <b>Total Bid Price</b> | <b>Page</b> |
|--|-----------------|-------------------------|------------------------|-------------|
| Clark Environmental Services<br>Delmar, MD         | \$26,646.45     | \$6,956.80              | \$33,603.25            | 3           |
| Precision Measurements, Inc.<br>Virginia Beach, VA | \$41,086.25     | \$6,800.00              | \$47,886.25            | 13          |
| Midas Utilities, LLC<br>Capitol Heights, MD        | \$40,733.75     | \$11,000.00             | \$51,733.75            | 17          |
| Savin Engineers, P.C.<br>Landover, MD              | \$50,778.50     | \$1,826.00              | \$52,604.50            | 21          |
| Reybold Construction<br>Bear, DE                   | \$45,615.00     | \$7,200.00              | \$52,815.00            | 25          |
| Reviera Enterprises, Inc.<br>Forestville, MD       | \$50,291.25     | \$9,980.00              | \$60,271.25            | 29          |
| Hydrostructures, LLC<br>Virginia Beach, VA         | \$55,191.25     | \$6,200.00              | \$61,391.25            | 33          |
|  |                 |                         |                        | 37          |

*Bid Specifications*

The Department of Public Works reviewed the bids submitted. Clark Environmental Services completed the cleaning and televising activities in 2017, the first year of the program. Their work was well done and was completed in a timely manner.

Based on the information provided above, we recommend awarding the contract for Sewer Cleaning and Inspection Services to Clark Environmental Services of Delmar, DE in the amount of \$33,603.25. The 2018/19 budget included \$50,000 in funding for this work under account number 580.9010.090.

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

Attachments

cc: John H. Tustin, P. E., Director  
 Jessica Wilson, CPA, Enterprise Fund Controller

# Competitive Bid Worksheet

## Item: Sewer Cleaning and Inspection Services - West Ocean City

Bid Deadline/Opening Date: 1:00 P.M., Monday, April 8, 2019

Bids Received by deadline = 7

| <u>Vendor's Submitting Bids</u>   | <u>Unit Cost<br/>Bid Items</u> | <u>Contingent<br/>Bid Items</u> | <u>Total<br/>Bid Price</u>  |
|---|--------------------------------|---------------------------------|-----------------------------|
| <b>Precision Measurements, Inc.</b><br>629 Phoenix Drive, Suite 100<br>Virginia Beach, VA 23452 | <u>41,086.<sup>25</sup></u>    | <u>6800</u>                     | <u>47,886.<sup>25</sup></u> |
| <b>Reviera Enterprises, Inc.</b><br>7600 Penn Belt Drive<br>District Heights, MD 20747          | <u>50,291.<sup>25</sup></u>    | <u>9980</u>                     | <u>60,271.<sup>25</sup></u> |
| <b>Hydrostructures, P.A.</b><br>126A Commerce Ct (P.O. Box 1537)<br>Pittsboro, NC 27312         | <u>55,191.<sup>25</sup></u>    | <u>6200</u>                     | <u>61,391.<sup>25</sup></u> |
| <b>Savin Engineers, P.C.</b><br>3111 Hubbard Road<br>Landover, MD 20785                         | <u>50,778.<sup>50</sup></u>    | <u>1,826</u>                    | <u>52,604.<sup>50</sup></u> |
| <b>Midas Utilities, LLC</b><br>9200 Edgeworth Drive<br>Capitol Heights, MD 20743                | <u>40,733.<sup>75</sup></u>    | <u>11,000</u>                   | <u>51,733.<sup>75</sup></u> |
| <b>Keybold Construction</b><br>106 East Scotland Drive<br>Bear, DE 19701                        | <u>45,615.<sup>00</sup></u>    | <u>7200<sup>00</sup></u>        | <u>52,815.<sup>00</sup></u> |
| <b>CES (Clark Environmental Service)</b><br>29631 Foskey Lane<br>Delmar, MD 21875               | <u>26,646.<sup>45</sup></u>    | <u>6956.<sup>80</sup></u>       | <u>33,603.<sup>25</sup></u> |
| _____   | _____                          | _____                           | _____                       |
| _____   | _____                          | _____                           | _____                       |

**WORCESTER COUNTY COMMISSIONERS  
CONTRACT NUMBER 580-19-01  
Sewer Line Cleaning and Internal Inspection  
West Ocean City, Maryland**

**PROPOSAL FORM**

Made this 8th day of April, 2019  
by Chesapeake Environmental Services, LLC

Business Address 29631 Foskey Lane, Delmar MD 21875

We/I the undersigned Bidder declare that the only person, firm, or corporation, or persons, firms, or corporations, that has or have any interest in this Proposal, or in the Contracts proposed to be taken, is or are the undersigned; that this Proposal is made without any connection or collusion with any other person, firm, or corporation making a Proposal for the same work; the undersigned further certifies that they have received Drawings, Specifications, Addenda (if any), and copy of this Proposal and that they constitute all instruments for bidding this contract, and that the Specifications, form of contract and the Drawings, therein referred to, have been carefully examined and are understood; that as careful an examination has been made of the worksite as is necessary to become informed as to the character and extent of the work required; and that is proposed and agreed, if the Proposal is accepted, to Contract with Worcester County, Maryland, in the form of contract hereto attached, to do the required work in the manner set forth in the Specifications and as shown by the Drawings.

If this Proposal shall be accepted by Worcester County, Maryland and the undersigned shall refuse or neglect, within ten (10) days after receiving the Contract for execution, to execute the same and to give the stipulated Bond, then said County may, at its option, determine that the Bidder has abandoned the Contract, and thereupon the Proposal and the acceptance thereof shall be null and void, and the deposit accompanying the Proposal shall be forfeited and paid as liquidated damages to the County. The base bid, unit prices and alternatives on the attached and signed Proposal Form are to include and cover the furnishing of all necessary machinery, tools, apparatus and means for performing the work, and the doing of all the abovementioned work, in the manner set forth, described and shown in the Specifications and on the Contract Drawings within the prescribed number of consecutive calendar days after service of written notice from the Owner to proceed with the work.

The successful Bidder shall be required to submit a list containing all parties to which he intends to subcontract any portion of the work. The list shall contain the subcontractor's name, address, work to be sublet and business telephone number.

(NOTE: The Bidder or Bidders must sign here and the address of each must be given. In the case of firms, the firm name must be signed and subscribed to by at least one member. In the case of corporations, the corporate name must be signed by some authorized officer or agent thereof, who shall also subscribe his name and office. The seal of the corporation shall be affixed and telephone number to be listed).

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, or duly authorized agent, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the Proposal.

David Banks, President

We/I submit herewith as part of this Proposal, the Experience and Equipment Certification specified and further understand and are/am aware that the work will be awarded to an approved organization which is properly constituted in experience, capital and equipment.

Prior to, or following, the award of this Contract, the Owner or Engineer may request that they be supplied with whatever information is needed in order to become better familiarized with any of the subcontractors and/or equipment suppliers. It is further stipulated that no change in the names of those persons or organizations will be made unless written application is made with justification and prior approval is granted. It is further agreed that the apparent low bidder will submit within 10 days of bid opening a detailed list of all subcontractors and equipment suppliers including anticipated dollar values.

We/I agree to accept as full compensation the unit prices stipulated for the contingent construction items that are incorporated into the work by direction of the Engineer in the field.

Acknowledgement of Addenda:

This is to certify that I/we have received the following addenda and the bid price submitted reflects the changes in work created by the requirements contained therein.

| <u>Addendum Number</u> | <u>Acknowledgement</u> |
|------------------------|------------------------|
| _____                  | _____                  |
| _____                  | _____                  |
| _____                  | _____                  |

Total Time for Completion is 90 calendar days

Liquidated damages are \$500 per day.

The following is a detailed breakdown of unit prices, which shall be used for the basis of developing the total contract price.

**BASE BID ITEMS BREAKDOWN**

| Item | Description                              | Unit      | Est. Quantity | Unit Price        | Total Price |
|------|--|-----------|---------------|-------------------|-------------|
| 1    | Project mobilization and Demobilization. | LS        | 1             | \$2,000.00        | \$2,000.00  |
| 2    | Light Cleaning and CCTV Inspection       | LF        | 14,705        | \$1.49            | \$21,910.45 |
| 3    | Maintenance of Traffic                   | LS        | 1             | \$2,736.00        | \$2,736.00  |
|      | <b>Total Bid</b>                         | <b>XX</b> | <b>XXX</b>    | <b>XXXXXXXXXX</b> | \$26,646.45 |

**CONTINGENT BID ITEMS**

(Written in figures)

| Item | Description                | Unit      | Est. Quantity |                   | Total Price |
|------|----------------------------|-----------|---------------|-------------------|-------------|
| 1    | Heavy Cleaning             | HOURS     | 4             | \$372.20          | \$1,488.80  |
| 2    | Bypass Pumping up to 1 MGD | DAYS      | 4             | \$1,367.00        | \$5,468.00  |
|      | <b>Total Bid</b>           | <b>XX</b> | <b>XXX</b>    | <b>XXXXXXXXXX</b> | \$6,956.80  |

**TOTAL BID PRICE SUMMARY:**

|                               |                       |
|-------------------------------|-----------------------|
| <b>Total Base Bid Items</b>   | \$ <u>\$26,646.45</u> |
| <b>Total Contingent Items</b> | \$ <u>\$6,956.80</u>  |
| <b>TOTAL BID</b>              | \$ <u>\$33,603.25</u> |

Thirty-three thousand six hundred three dollars and twenty-five cents

(Written in words)

**CERTIFICATION:** We hereby certify that I/we have carefully examined the project site and the contract documents including plans, specifications and contract addendums and have prepared this bid for the work described therein. The work has been adequately defined and the bid submitted is for a complete and operable project. I/we agree to accept the unit prices bid as full compensation for the work.

Proposal Form

Contract 580-19-01

BIDDER'S NAME

Chesapeake Environmental Services, LLC

BIDDER'S ADDRESS

29631 Foskey Ln, Delmar MD, 21875

EMAIL ADDRESS

Nathan@cesvac.com, David@cesvac.com

BIDDER'S TELEPHONE

David Banks

Name of Person/Company Officer Submitting Bid

President

Title of Person Submitting Bid

4/8/19  
Date

  
Signature of Person/Company Officer Submitting Bid

**BID MUST BE SIGNED TO BE VALID**

# Sewer Cleaning and Inspection Services Bid

West Ocean City Service Areas  
Worcester County, Maryland

## *PROPOSAL*



**Submitted to:**

Commissioners of Worcester County  
Worcester County Government Center  
One West Market Street- Room 1103  
Snow Hill, Maryland 21863

**Submitted by:**

CES, LLC.  
29631 Foskey Lane  
Delmar, Maryland 21875  
(443)-497-2704

David A. Banks – President, CES

April 8<sup>th</sup>, 2019

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| <i>Project Objective</i> .....                       | 5 |
| <i>Project Schedule</i> .....                        | 5 |
| <i>Expected Project Results and References</i> ..... | 6 |

***Introduction:***

CES, LLC. is pleased to submit this written proposal for the light cleaning and CCTV of the sanitary sewers that were shown in appendices in the bid packet provided by Worcester County. CES understands the work consists of 14,705 linear feet of 8-inch diameter sanitary sewer pipe all requiring at a minimum light cleaning and CCTV inspection with the understanding there may be some cases where heavy cleaning is required.

As a company known to be a leader in the Chesapeake Region, CES prides itself with innovative and creative ideas in the environmental field to accomplish any job. This ability is drawn from knowledgeable, well trained employees, a vast array of specialty work that has already been completed by the firm and a large availability of specialty equipment. Our office location is ideal to complete projects on the Delmarva Peninsula.

If awarded this project, CES additionally understands that some heavy cleaning may be required to be completed, traffic control is required by the Maryland State Highway Administration for the areas located in West Ocean City and all CCTV Inspection will follow the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment standards. All CCTV will be conducted by an employee(s) certified as a PACP Inspector by NASSCO.

Employees conducting the stated project have specialized training from Doheny Technical Institute and Cues Camera operations, all classes provided by the Doheny Technical Institute and Cues Camera include classroom with hands on instruction. Each employee has a wealth of knowledge and practical experience with jetting and camera inspections of commercial sewer lines and storm water systems. The project manager will immediately notify the Owner of any blockages, pipe breaks, or other conditions that appear to be in imminent danger of causing a sanitary sewer overflow.

Recent accomplishments include 2018 and 2019 Crisfield CCTV and line cleaning in various locations, Worcester County 2017-line cleaning and camera inspection of 20,800 Linear Feet inside of Ocean Pines and on the West bound side of Route 50 in West Ocean City. City of Pocomoke main sanitary sewer line located on Market Street, which included jetting and providing camera inspection services to include the main sanitary sewer line located on Linden Avenue. We have also completed many jetting and camera inspections for the Maryland State Highway Administration. Chesapeake Environmental Services, LLC. shall utilize an Industrial Combination Sewer Cleaner which has the capability to provide jetting at 2500 psi and a benefit of having the ability to vacuum remove any solids that may be dislodged from the pipeline during the performance of the jetting operations.

***Technical Background:***

After reviewing the received request for bids in reference to the Sewer Cleaning and Inspection Services Packet, CES, LLC. understands the requirements being set forth as light or heavy cleaning utilizing a jet rodder followed by completing a CCTV inspection of the sewer lines. A total of 14,705 linear feet of 8" sewer pipe is included in the bid request.

Light cleaning will be performed up to 3 passes with a jet rodder. Any jetting above 3 passes with the jetter or the use of root cutting jet tips and the removal of accumulated grease will be considered heavy cleaning. All CCTV inspections will be completed from upstream to downstream unless prior permission is obtained from the Owner. It is also noted that all CCTV inspections will be performed on sewer pipes that are at least less than 25% full. The only exception to the 25% is any defect such as debris or sags that cause backups for short lengths. In the event bypassing pumping is needed such equipment will be utilized to accomplish this task.

A Comprehensive Report will be prepared along with CCTV inspection videos. The comprehensive report will follow the standards set forth by the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) standards. All CCTV inspection videos will be provided in .MPEG file format. The Comprehensive Report and CCTV inspection videos are due to the Owner no later than 60 calendar days after receiving the Notice-To-Proceed.

***Project Objective:***

The purpose of this project is to provide a comprehensive and detailed data report as set by the National Association of Sewer Service Companies Pipeline Assessment Standards. The report will give an insight to the current state of sewer line infrastructure as set forth by the project locations found below.



***Project Schedule:***

The CES crew anticipated to operate Monday – Friday with a total of 10 hours. 8 hours will be set for each work day with an hour of travel time for arriving and departing. The Project Supervisor will notify the owner of any problems that occur immediately which include any blockages, pipe breaks, or other conditions that appear to be in imminent danger of causing a sanitary sewer overflow.

***Expected Project Results:***

If awarded this bid and project, CES, LLC. expects to build a strong working relationship with Worcester County by providing exceptional work, ethics and problem-solving techniques leading to the result of yielding a comprehensive inspection report, CCTV Videos and data of the designated sections of West Ocean City and Ocean Pines. All work will be completed professionally and in a timely manner.

***Project References:***

- Mr. James Foskey  
Town of Laurel Public Works  
Phone: (302) 875-2277  
Email: [laurelpwd@comcast.net](mailto:laurelpwd@comcast.net)
  
- Mr. Earl Ludy  
Somerset County Sanitary District, Inc.  
Phone: (410) 651-0268  
Email: [eludy@somersetmd.us](mailto:eludy@somersetmd.us)
  
- Mr. Jerome Reid  
Town of Delmar MD/DE  
Phone: (410) 726-5782  
Email: [wtp.delmar@verizon.net](mailto:wtp.delmar@verizon.net)
  
- Mr. Gary Serman  
Worcester County Public Works  
Phone: (410) 641-5251  
Email: [gserman@co.worcester.md.us](mailto:gserman@co.worcester.md.us)
  
- Ms. Bettina Stern  
Selbyville Wastewater and Public Works  
Phone: (302) 436-5271  
Email: [selbyvil@live.com](mailto:selbyvil@live.com)
  
- Mr. Frank Daniels  
Pocomoke City Wastewater Treatment Facilities  
Phone: (410) 957-3311  
Email: [Frank@pocomokemd.gov](mailto:Frank@pocomokemd.gov)
  
- Mr. Doug Ehrisman  
Maryland Environmental Services  
Phone: (410) 651-4659  
Email: [rpowe@menv.com](mailto:rpowe@menv.com)

**WORCESTER COUNTY COMMISSIONERS  
CONTRACT NUMBER 580-19-01  
Sewer Line Cleaning and Internal Inspection  
West Ocean City, Maryland**

**PROPOSAL FORM**

Made this   eighth   day of   April  , 2019

by Precision Measurements, Inc.

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Business Address 9005 Chevrolet Drive, Suite 5 Ellicott City, MD 21042

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We/I the undersigned Bidder declare that the only person, firm, or corporation, or persons, firms, or corporations, that has or have any interest in this Proposal, or in the Contracts proposed to be taken, is or are the undersigned; that this Proposal is made without any connection or collusion with any other person, firm, or corporation making a Proposal for the same work; the undersigned further certifies that they have received Drawings, Specifications, Addenda (if any), and copy of this Proposal and that they constitute all instruments for bidding this contract, and that the Specifications, form of contract and the Drawings, therein referred to, have been carefully examined and are understood; that as careful an examination has been made of the worksite as is necessary to become informed as to the character and extent of the work required; and that is proposed and agreed, if the Proposal is accepted, to Contract with Worcester County, Maryland, in the form of contract hereto attached, to do the required work in the manner set forth in the Specifications and as shown by the Drawings.

If this Proposal shall be accepted by Worcester County, Maryland and the undersigned shall refuse or neglect, within ten (10) days after receiving the Contract for execution, to execute the same and to give the stipulated Bond, then said County may, at its option, determine that the Bidder has abandoned the Contract, and thereupon the Proposal and the acceptance thereof shall be null and void, and the deposit accompanying the Proposal shall be forfeited and paid as liquidated damages to the County. The base bid, unit prices and alternatives on the attached and signed Proposal Form are to include and cover the furnishing of all necessary machinery, tools, apparatus and means for performing the work, and the doing of all the abovementioned work, in the manner set forth, described and shown in the Specifications and on the Contract Drawings within the prescribed number of consecutive calendar days after service of written notice from the Owner to proceed with the work.

The successful Bidder shall be required to submit a list containing all parties to which he intends to subcontract any portion of the work. The list shall contain the subcontractor's name, address, work to be sublet and business telephone number.

(NOTE: The Bidder or Bidders must sign here and the address of each must be given. In the case of firms, the firm name must be signed and subscribed to by at least one member. In the case of corporations, the corporate name must be signed by some authorized officer or agent thereof, who shall also subscribe his name and office. The seal of the corporation shall be affixed and telephone number to be listed).

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, or duly authorized agent, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the Proposal.

Dianne Guy- President; Alexandra Leitz- Director of Operations/Vice President; Ken Leitz, LS-Vice

President; Steve Pearce, LS - Vice President

We/I submit herewith as part of this Proposal, the Experience and Equipment Certification specified and further understand and are/am aware that the work will be awarded to an approved organization which is properly constituted in experience, capital and equipment.

Prior to, or following, the award of this Contract, the Owner or Engineer may request that they be supplied with whatever information is needed in order to become better familiarized with any of the subcontractors and/or equipment suppliers. It is further stipulated that no change in the names of those persons or organizations will be made unless written application is made with justification and prior approval is granted. It is further agreed that the apparent low bidder will submit within 10 days of bid opening a detailed list of all subcontractors and equipment suppliers including anticipated dollar values.

We/I agree to accept as full compensation the unit prices stipulated for the contingent construction items that are incorporated into the work by direction of the Engineer in the field.

**Acknowledgement of Addenda:**

This is to certify that I/we have received the following addenda and the bid price submitted reflects the changes in work created by the requirements contained therein.

| <u>Addendum Number</u> | <u>Acknowledgement</u> |
|------------------------|------------------------|
| N/A                    | N/A                    |
| _____                  | _____                  |
| _____                  | _____                  |
| _____                  | _____                  |

Total Time for Completion is 90 calendar days

Liquidated damages are \$500 per day.

The following is a detailed breakdown of unit prices, which shall be used for the basis of developing the total contract price.

**BASE BID ITEMS BREAKDOWN**

| Item | Description                              | Unit      | Est. Quantity | Unit Price        | Total Price |
|------|--|-----------|---------------|-------------------|-------------|
| 1    | Project mobilization and Demobilization. | LS        | 1             | \$3,500           | \$3,500     |
| 2    | Light Cleaning and CCTV Inspection       | LF        | 14,705        | \$2.25            | \$33,086.25 |
| 3    | Maintenance of Traffic                   | LS        | 1             | \$4,500           | \$4,500     |
|      | <b>Total Bid</b>                         | <b>XX</b> | <b>XXX</b>    | <b>XXXXXXXXXX</b> | \$41,086.25 |

**CONTINGENT BID ITEMS**

(Written in figures)

| Item | Description                | Unit      | Est. Quantity |                   | Total Price |
|------|----------------------------|-----------|---------------|-------------------|-------------|
| 1    | Heavy Cleaning             | HOURS     | 4             | \$450             | \$1,800     |
| 2    | Bypass Pumping up to 1 MGD | DAYS      | 4             | \$1,250           | \$5,000     |
|      | <b>Total Bid</b>           | <b>XX</b> | <b>XXX</b>    | <b>XXXXXXXXXX</b> | \$6,800     |

**TOTAL BID PRICE SUMMARY:**

|                               |                       |
|-------------------------------|-----------------------|
| <b>Total Base Bid Items</b>   | \$ <u>\$41,086.25</u> |
| <b>Total Contingent Items</b> | \$ <u>\$6,800</u>     |
| <b>TOTAL BID</b>              | \$ <u>\$47,886.25</u> |

Forty-Seven Thousand Eight Hundred & Eighty-Six Dollars and Twenty-Five Cents

(Written in words)

**CERTIFICATION:** We hereby certify that I/we have carefully examined the project site and the contract documents including plans, specifications and contract addendums and have prepared this bid for the work described therein. The work has been adequately defined and the bid submitted is for a complete and operable project. I/we agree to accept the unit prices bid as full compensation for the work.

BIDDER'S NAME Precision Measurements, Inc.

BIDDER'S ADDRESS 9005 Chevrolet Drive, Suite 5  
Ellicott City, Maryland 21042

EMAIL ADDRESS aleitz@precisionmeasurements.com

BIDDER'S TELEPHONE Alexandra Leitz  
Name of Person/Company Officer Submitting Bid

Director of Operations / Vice President  
Title of Person Submitting Bid

04/08/2019  
Date

Alex Leitz  
Signature of Person/Company Officer Submitting Bid

**BID MUST BE SIGNED TO BE VALID**

**WORCESTER COUNTY COMMISSIONERS  
CONTRACT NUMBER 580-19-01  
Sewer Line Cleaning and Internal Inspection  
West Ocean City, Maryland**

**PROPOSAL FORM**

Made this 8th day of April, 2019

by Midas Utilities, LLC

---

Business Address 9200 Edgeworth Dr Capitol Heights, MD 20743

We/I the undersigned Bidder declare that the only person, firm, or corporation, or persons, firms, or corporations, that has or have any interest in this Proposal, or in the Contracts proposed to be taken, is or are the undersigned; that this Proposal is made without any connection or collusion with any other person, firm, or corporation making a Proposal for the same work; the undersigned further certifies that they have received Drawings, Specifications, Addenda (if any), and copy of this Proposal and that they constitute all instruments for bidding this contract, and that the Specifications, form of contract and the Drawings, therein referred to, have been carefully examined and are understood; that as careful an examination has been made of the worksite as is necessary to become informed as to the character and extent of the work required; and that is proposed and agreed, if the Proposal is accepted, to Contract with Worcester County, Maryland, in the form of contract hereto attached, to do the required work in the manner set forth in the Specifications and as shown by the Drawings.

If this Proposal shall be accepted by Worcester County, Maryland and the undersigned shall refuse or neglect, within ten (10) days after receiving the Contract for execution, to execute the same and to give the stipulated Bond, then said County may, at its option, determine that the Bidder has abandoned the Contract, and thereupon the Proposal and the acceptance thereof shall be null and void, and the deposit accompanying the Proposal shall be forfeited and paid as liquidated damages to the County. The base bid, unit prices and alternatives on the attached and signed Proposal Form are to include and cover the furnishing of all necessary machinery, tools, apparatus and means for performing the work, and the doing of all the abovementioned work, in the manner set forth, described and shown in the Specifications and on the Contract Drawings within the prescribed number of consecutive calendar days after service of written notice from the Owner to proceed with the work.

The successful Bidder shall be required to submit a list containing all parties to which he intends to subcontract any portion of the work. The list shall contain the subcontractor's name, address, work to be sublet and business telephone number.

(NOTE: The Bidder or Bidders must sign here and the address of each must be given. In the case of firms, the firm name must be signed and subscribed to by at least one member. In the case of corporations, the corporate name must be signed by some authorized officer or agent thereof, who shall also subscribe his name and office. The seal of the corporation shall be affixed and telephone number to be listed).

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, or duly authorized agent, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the Proposal.

Daniel Cathell- CEO

We/I submit herewith as part of this Proposal, the Experience and Equipment Certification specified and further understand and are/am aware that the work will be awarded to an approved organization which is properly constituted in experience, capital and equipment.

Prior to, or following, the award of this Contract, the Owner or Engineer may request that they be supplied with whatever information is needed in order to become better familiarized with any of the subcontractors and/or equipment suppliers. It is further stipulated that no change in the names of those persons or organizations will be made unless written application is made with justification and prior approval is granted. It is further agreed that the apparent low bidder will submit within 10 days of bid opening a detailed list of all subcontractors and equipment suppliers including anticipated dollar values.

We/I agree to accept as full compensation the unit prices stipulated for the contingent construction items that are incorporated into the work by direction of the Engineer in the field.

**Acknowledgement of Addenda:**

This is to certify that I/we have received the following addenda and the bid price submitted reflects the changes in work created by the requirements contained therein.

| <u>Addendum Number</u> | <u>Acknowledgement</u> |
|------------------------|------------------------|
| _____                  | _____                  |
| _____                  | _____                  |
| _____                  | _____                  |

Total Time for Completion is 90 calendar days

Liquidated damages are \$500 per day.

The following is a detailed breakdown of unit prices, which shall be used for the basis of developing the total contract price.

**BASE BID ITEMS BREAKDOWN**

| Item | Description                              | Unit      | Est. Quantity | Unit Price        | Total Price        |
|------|--|-----------|---------------|-------------------|--------------------|
| 1    | Project mobilization and Demobilization. | LS        | 1             | \$10,000.00       | \$10,000.00        |
| 2    | Light Cleaning and CCTV Inspection       | LF        | 14,705        | \$1.75            | \$25,733.75        |
| 3    | Maintenance of Traffic                   | LS        | 1             | \$5,000.00        | \$5,000.00         |
|      | <b>Total Bid</b>                         | <b>XX</b> | <b>XXX</b>    | <b>XXXXXXXXXX</b> | <b>\$40,733.75</b> |

**CONTINGENT BID ITEMS**

(Written in figures)

| Item | Description                | Unit      | Est. Quantity |                   | Total Price        |
|------|----------------------------|-----------|---------------|-------------------|--------------------|
| 1    | Heavy Cleaning             | HOURS     | 4             | \$350.00          | \$1,400.00         |
| 2    | Bypass Pumping up to 1 MGD | DAYS      | 4             | \$2,400.00        | \$9,600.00         |
|      | <b>Total Bid</b>           | <b>XX</b> | <b>XXX</b>    | <b>XXXXXXXXXX</b> | <b>\$11,000.00</b> |

**TOTAL BID PRICE SUMMARY:**

|                               |           |                    |
|-------------------------------|-----------|--------------------|
| <b>Total Base Bid Items</b>   | <b>\$</b> | <u>\$40,733.75</u> |
| <b>Total Contingent Items</b> | <b>\$</b> | <u>\$11,000.00</u> |
| <b>TOTAL BID</b>              | <b>\$</b> | <u>\$51,733.75</u> |

Fifty One Thousand, Seven Hundred Thirty Three and 75/100 Dollars

(Written in words)

**CERTIFICATION:** We hereby certify that I/we have carefully examined the project site and the contract documents including plans, specifications and contract addendums and have prepared this bid for the work described therein. The work has been adequately defined and the bid submitted is for a complete and operable project. I/we agree to accept the unit prices bid as full compensation for the work.

Proposal Form

Contract 580-19-01

BIDDER'S NAME

Midas Utilities, LLC

BIDDER'S ADDRESS

9200 Edgeworth Dr

Capitol Heights, MD 20743

EMAIL ADDRESS

estimating@midascompanies.com

301-474-4888

BIDDER'S TELEPHONE

Daniel Cathell

Name of Person/Company Officer Submitting Bid

CEO

Title of Person Submitting Bid

4/8/19

Date

Signature of Person/Company Officer Submitting Bid

**BID MUST BE SIGNED TO BE VALID**

**WORCESTER COUNTY COMMISSIONERS  
CONTRACT NUMBER 580-19-01  
Sewer Line Cleaning and Internal Inspection  
West Ocean City, Maryland**

**PROPOSAL FORM**

Made this 4 day of April, 2019  
by Savin Engineers, P.C.

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Business Address 3 Campus Drive, Pleasantville, NY 10570

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We/I the undersigned Bidder declare that the only person, firm, or corporation, or persons, firms, or corporations, that has or have any interest in this Proposal, or in the Contracts proposed to be taken, is or are the undersigned; that this Proposal is made without any connection or collusion with any other person, firm, or corporation making a Proposal for the same work; the undersigned further certifies that they have received Drawings, Specifications, Addenda (if any), and copy of this Proposal and that they constitute all instruments for bidding this contract, and that the Specifications, form of contract and the Drawings, therein referred to, have been carefully examined and are understood; that as careful an examination has been made of the worksite as is necessary to become informed as to the character and extent of the work required; and that is proposed and agreed, if the Proposal is accepted, to Contract with Worcester County, Maryland, in the form of contract hereto attached, to do the required work in the manner set forth in the Specifications and as shown by the Drawings.

If this Proposal shall be accepted by Worcester County, Maryland and the undersigned shall refuse or neglect, within ten (10) days after receiving the Contract for execution, to execute the same and to give the stipulated Bond, then said County may, at its option, determine that the Bidder has abandoned the Contract, and thereupon the Proposal and the acceptance thereof shall be null and void, and the deposit accompanying the Proposal shall be forfeited and paid as liquidated damages to the County. The base bid, unit prices and alternatives on the attached and signed Proposal Form are to include and cover the furnishing of all necessary machinery, tools, apparatus and means for performing the work, and the doing of all the abovementioned work, in the manner set forth, described and shown in the Specifications and on the Contract Drawings within the prescribed number of consecutive calendar days after service of written notice from the Owner to proceed with the work.

The successful Bidder shall be required to submit a list containing all parties to which he intends to subcontract any portion of the work. The list shall contain the subcontractor's name, address, work to be sublet and business telephone number.

(NOTE: The Bidder or Bidders must sign here and the address of each must be given. In the case of firms, the firm name must be signed and subscribed to by at least one member. In the case of corporations, the corporate name must be signed by some authorized officer or agent thereof, who shall also subscribe his name and office. The seal of the corporation shall be affixed and telephone number to be listed).

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, or duly authorized agent, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the Proposal.

Proposal Form

Contract 580-19-01

Savin Engineers, P.C. - Field Service Division - 3111 Hubbard Road, Landover, MD 20852/ 301-341-0100

Jeff Nold, Director - Duly Authorized agent for bidding purposes

Savin Engineers, P.C. - Corporate Head Quarters - 3 Campus Drive, Pleasantville, NY 10570, 914-769-3200

R. Srinivasaraghavan, President; Larry Smith, Senior Vice President

We/I submit herewith as part of this Proposal, the Experience and Equipment Certification specified and further understand and are/am aware that the work will be awarded to an approved organization which is properly constituted in experience, capital and equipment.

Prior to, or following, the award of this Contract, the Owner or Engineer may request that they be supplied with whatever information is needed in order to become better familiarized with any of the subcontractors and/or equipment suppliers. It is further stipulated that no change in the names of those persons or organizations will be made unless written application is made with justification and prior approval is granted. It is further agreed that the apparent low bidder will submit within 10 days of bid opening a detailed list of all subcontractors and equipment suppliers including anticipated dollar values.

We/I agree to accept as full compensation the unit prices stipulated for the contingent construction items that are incorporated into the work by direction of the Engineer in the field.

Acknowledgement of Addenda:

This is to certify that I/we have received the following addenda and the bid price submitted reflects the changes in work created by the requirements contained therein.

| <u>Addendum Number</u> | <u>Acknowledgement</u> |
|------------------------|------------------------|
| _____                  | _____                  |
| _____                  | _____                  |
| _____                  | _____                  |

Total Time for Completion is 90 calendar days

Liquidated damages are \$500 per day.

The following is a detailed breakdown of unit prices, which shall be used for the basis of developing the total contract price.

**BASE BID ITEMS BREAKDOWN**

| Item | Description                              | Unit      | Est. Quantity | Unit Price        | Total Price         |
|------|--|-----------|---------------|-------------------|---------------------|
| 1    | Project mobilization and Demobilization. | LS        | 1             | 1,417.50          | \$ 1,417.50         |
| 2    | Light Cleaning and CCTV Inspection       | LF        | 14,705        | \$2.20            | \$ 32,351.00        |
| 3    | Maintenance of Traffic                   | LS        | 1             | \$17,010.00       | \$ 17,010.00        |
|      | <b>Total Bid</b>                         | <b>XX</b> | <b>XXX</b>    | <b>XXXXXXXXXX</b> | <b>\$ 50,778.50</b> |

**CONTINGENT BID ITEMS**

(Written in figures)

| Item | Description                | Unit      | Est. Quantity |                   | Total Price        |
|------|----------------------------|-----------|---------------|-------------------|--------------------|
| 1    | Heavy Cleaning             | HOURS     | 4             | \$ 228.25         | \$ 913.00          |
| 2    | Bypass Pumping up to 1 MGD | DAYS      | 4             | \$ 228.25         | \$ 913.00          |
|      | <b>Total Bid</b>           | <b>XX</b> | <b>XXX</b>    | <b>XXXXXXXXXX</b> | <b>\$ 1,826.00</b> |

**TOTAL BID PRICE SUMMARY:**

**Total Base Bid Items**                   \$ 50,778.50  
**Total Contingent Items**               \$ 1,826.00  
**TOTAL BID**                               \$ 52,604.50

Fifty two thousand, six hundred four dollars + fifty cents.  
 (Written in words)

**CERTIFICATION:** We hereby certify that I/we have carefully examined the project site and the contract documents including plans, specifications and contract addendums and have prepared this bid for the work described therein. The work has been adequately defined and the bid submitted is for a complete and operable project. I/we agree to accept the unit prices bid as full compensation for the work.

Proposal Form

Contract 580-19-01

BIDDER'S NAME

Savin Engineers, P.C.

BIDDER'S ADDRESS

3 Campus Drive

Pleasantville, NY 10570

EMAIL ADDRESS

jnold@savinengineers.com

BIDDER'S TELEPHONE

914-769-3200

202-680-2579

Jeff Nold

Name of Person/Company Officer Submitting Bid

Director

Title of Person Submitting Bid

4/4/19

Date

Signature of Person/Company Officer Submitting Bid

**BID MUST BE SIGNED TO BE VALID**

WORCESTER COUNTY COMMISSIONERS  
CONTRACT NUMBER 580-19-01  
Sewer Line Cleaning and Internal Inspection  
West Ocean City, Maryland

PROPOSAL FORM

Made this 5<sup>TH</sup> day of APRIL, 2019  
by REYBOLO CONSTRUCTION TECHNOLOGIES LLC

Business Address 116 EAST SCOTLAND DR. BEAR, DE 19701

We/I the undersigned Bidder declare that the only person, firm, or corporation, or persons, firms, or corporations, that has or have any interest in this Proposal, or in the Contracts proposed to be taken, is or are the undersigned; that this Proposal is made without any connection or collusion with any other person, firm, or corporation making a Proposal for the same work; the undersigned further certifies that they have received Drawings, Specifications, Addenda (if any), and copy of this Proposal and that they constitute all instruments for bidding this contract, and that the Specifications, form of contract and the Drawings, therein referred to, have been carefully examined and are understood; that as careful an examination has been made of the worksite as is necessary to become informed as to the character and extent of the work required; and that is proposed and agreed, if the Proposal is accepted, to Contract with Worcester County, Maryland, in the form of contract hereto attached, to do the required work in the manner set forth in the Specifications and as shown by the Drawings.

If this Proposal shall be accepted by Worcester County, Maryland and the undersigned shall refuse or neglect, within ten (10) days after receiving the Contract for execution, to execute the same and to give the stipulated Bond, then said County may, at its option, determine that the Bidder has abandoned the Contract, and thereupon the Proposal and the acceptance thereof shall be null and void, and the deposit accompanying the Proposal shall be forfeited and paid as liquidated damages to the County. The base bid, unit prices and alternatives on the attached and signed Proposal Form are to include and cover the furnishing of all necessary machinery, tools, apparatus and means for performing the work, and the doing of all the abovementioned work, in the manner set forth, described and shown in the Specifications and on the Contract Drawings within the prescribed number of consecutive calendar days after service of written notice from the Owner to proceed with the work.

The successful Bidder shall be required to submit a list containing all parties to which he intends to subcontract any portion of the work. The list shall contain the subcontractor's name, address, work to be sublet and business telephone number.

(NOTE: The Bidder or Bidders must sign here and the address of each must be given. In the case of firms, the firm name must be signed and subscribed to by at least one member. In the case of corporations, the corporate name must be signed by some authorized officer or agent thereof, who shall also subscribe his name and office. The seal of the corporation shall be affixed and telephone number to be listed).

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, or duly authorized agent, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the Proposal.

WILLIAM C. LEE - BUSINESS MANAGER

JAMES CRYGIEL - VICE PRESIDENT

JEROME HESLER - PRESIDENT

We/I submit herewith as part of this Proposal, the Experience and Equipment Certification specified and further understand and are/am aware that the work will be awarded to an approved organization which is properly constituted in experience, capital and equipment.

Prior to, or following, the award of this Contract, the Owner or Engineer may request that they be supplied with whatever information is needed in order to become better familiarized with any of the subcontractors and/or equipment suppliers. It is further stipulated that no change in the names of those persons or organizations will be made unless written application is made with justification and prior approval is granted. It is further agreed that the apparent low bidder will submit within 10 days of bid opening a detailed list of all subcontractors and equipment suppliers including anticipated dollar values.

We/I agree to accept as full compensation the unit prices stipulated for the contingent construction items that are incorporated into the work by direction of the Engineer in the field.

Acknowledgement of Addenda:

This is to certify that I/we have received the following addenda and the bid price submitted reflects the changes in work created by the requirements contained therein.

Addendum Number

Acknowledgement

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

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

Total Time for Completion is 90 calendar days

Liquidated damages are \$500 per day.

The following is a detailed breakdown of unit prices, which shall be used for the basis of developing the total contract price.

**BASE BID ITEMS BREAKDOWN**

| Item | Description                              | Unit      | Est. Quantity | Unit Price      | Total Price        |
|------|--|-----------|---------------|-----------------|--------------------|
| 1    | Project mobilization and Demobilization. | LS        | 1             | \$1,999.25      | \$1,999.25         |
| 2    | Light Cleaning and CCTV Inspection       | LF        | 14,705        | \$2.15          | \$31,615.75        |
| 3    | Maintenance of Traffic                   | LS        | 1             | \$12,600.00     | \$12,600.00        |
|      | <b>Total Bid</b>                         | <b>XX</b> | <b>XXX</b>    | <b>XXXXXXXX</b> | <b>\$45,615.00</b> |

**CONTINGENT BID ITEMS**

(Written in figures)

| Item | Description                | Unit      | Est. Quantity | Unit Price      | Total Price       |
|------|----------------------------|-----------|---------------|-----------------|-------------------|
| 1    | Heavy Cleaning             | HOURS     | 4             | \$400-          | \$1,600.00        |
| 2    | Bypass Pumping up to 1 MGD | DAYS      | 4             | \$1400-         | \$5,600.00        |
|      | <b>Total Bid</b>           | <b>XX</b> | <b>XXX</b>    | <b>XXXXXXXX</b> | <b>\$7,200.00</b> |

**TOTAL BID PRICE SUMMARY:**

Total Base Bid Items           \$ 45,615.00  
 Total Contingent Items         \$ 7,200.00  
**TOTAL BID**                         \$ 52,815.00

FIFTY TWO THOUSAND EIGHT HUNDRED FIFTEEN AND 00/100  
 (Written in words)

**CERTIFICATION:** We hereby certify that I/we have carefully examined the project site and the contract documents including plans, specifications and contract addendums and have prepared this bid for the work described therein. The work has been adequately defined and the bid submitted is for a complete and operable project. I/we agree to accept the unit prices bid as full compensation for the work.

Proposal Form

Contract 580-19-01

BIDDER'S NAME

REYBOW CONSTRUCTION TECHNOLOGIES LLC

BIDDER'S ADDRESS

116 EAST SCOTLAND DR  
BEAR, DE 19701

EMAIL ADDRESS

BLEE@REYBOW.COM / 302-468-9603

BIDDER'S TELEPHONE

JAMES GRYGIEL  
Name of Person/Company Officer Submitting Bid

VICE PRESIDENT  
Title of Person Submitting Bid

4/5/19  
Date

[Signature]  
Signature of Person/Company Officer Submitting Bid

**BID MUST BE SIGNED TO BE VALID**

**WORCESTER COUNTY COMMISSIONERS  
CONTRACT NUMBER 580-19-01  
Sewer Line Cleaning and Internal Inspection  
West Ocean City, Maryland**

**PROPOSAL FORM**

Made this 5 day of April, 2019  
by Reviera Enterprises, Inc.

Business Address 7600 Penn Belt Drive, Forestville, MD 20747

We/I the undersigned Bidder declare that the only person, firm, or corporation, or persons, firms, or corporations, that has or have any interest in this Proposal, or in the Contracts proposed to be taken, is or are the undersigned; that this Proposal is made without any connection or collusion with any other person, firm, or corporation making a Proposal for the same work; the undersigned further certifies that they have received Drawings, Specifications, Addenda (if any), and copy of this Proposal and that they constitute all instruments for bidding this contract, and that the Specifications, form of contract and the Drawings, therein referred to, have been carefully examined and are understood; that as careful an examination has been made of the worksite as is necessary to become informed as to the character and extent of the work required; and that is proposed and agreed, if the Proposal is accepted, to Contract with Worcester County, Maryland, in the form of contract hereto attached, to do the required work in the manner set forth in the Specifications and as shown by the Drawings.

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The successful Bidder shall be required to submit a list containing all parties to which he intends to subcontract any portion of the work. The list shall contain the subcontractor's name, address, work to be sublet and business telephone number.

(NOTE: The Bidder or Bidders must sign here and the address of each must be given. In the case of firms, the firm name must be signed and subscribed to by at least one member. In the case of corporations, the corporate name must be signed by some authorized officer or agent thereof, who shall also subscribe his name and office. The seal of the corporation shall be affixed and telephone number to be listed).

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, or duly authorized agent, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the Proposal.

We/I submit herewith as part of this Proposal, the Experience and Equipment Certification specified and further understand and are/am aware that the work will be awarded to an approved organization which is properly constituted in experience, capital and equipment.

Prior to, or following, the award of this Contract, the Owner or Engineer may request that they be supplied with whatever information is needed in order to become better familiarized with any of the subcontractors and/or equipment suppliers. It is further stipulated that no change in the names of those persons or organizations will be made unless written application is made with justification and prior approval is granted. It is further agreed that the apparent low bidder will submit within 10 days of bid opening a detailed list of all subcontractors and equipment suppliers including anticipated dollar values.

We/I agree to accept as full compensation the unit prices stipulated for the contingent construction items that are incorporated into the work by direction of the Engineer in the field.

Acknowledgement of Addenda:

This is to certify that I/we have received the following addenda and the bid price submitted reflects the changes in work created by the requirements contained therein.

| <u>Addendum Number</u> | <u>Acknowledgement</u> |
|------------------------|------------------------|
| _____                  | _____                  |
| _____                  | _____                  |
| _____                  | _____                  |

Total Time for Completion is 90 calendar days

Liquidated damages are \$500 per day.

The following is a detailed breakdown of unit prices, which shall be used for the basis of developing the total contract price.

**BASE BID ITEMS BREAKDOWN**

| Item | Description                              | Unit      | Est. Quantity | Unit Price        | Total Price |
|------|--|-----------|---------------|-------------------|-------------|
| 1    | Project mobilization and Demobilization. | LS        | 1             | \$1,000.00        | \$1,000.00  |
| 2    | Light Cleaning and CCTV Inspection       | LF        | 14,705        | \$3.25            | \$47,791.25 |
| 3    | Maintenance of Traffic                   | LS        | 1             | 1,500.00          | \$ 1,500.00 |
|      | <b>Total Bid</b>                         | <b>XX</b> | <b>XXX</b>    | <b>XXXXXXXXXX</b> | \$50,291.25 |

**CONTINGENT BID ITEMS**

(Written in figures)

| Item | Description                | Unit      | Est. Quantity |                   | Total Price |
|------|----------------------------|-----------|---------------|-------------------|-------------|
| 1    | Heavy Cleaning             | HOURS     | 4             | \$495.00          | \$1,980.00  |
| 2    | Bypass Pumping up to 1 MGD | DAYS      | 4             | \$2,000.00        | \$8,000.00  |
|      | <b>Total Bid</b>           | <b>XX</b> | <b>XXX</b>    | <b>XXXXXXXXXX</b> | \$9,980.00  |

**TOTAL BID PRICE SUMMARY:**

|                               |                     |
|-------------------------------|---------------------|
| <b>Total Base Bid Items</b>   | \$ <u>50,291.25</u> |
| <b>Total Contingent Items</b> | \$ <u>9,980.00</u>  |
| <b>TOTAL BID</b>              | \$ <u>60,271.25</u> |

Sixty thousand two hundred seventy one dollars and twenty-five cents

(Written in words)

**CERTIFICATION:** We hereby certify that I/we have carefully examined the project site and the contract documents including plans, specifications and contract addendums and have prepared this bid for the work described therein. The work has been adequately defined and the bid submitted is for a complete and operable project. I/we agree to accept the unit prices bid as full compensation for the work.

Proposal Form

Contract 580-19-01

BIDDER'S NAME Revera Enterprises, Inc.

BIDDER'S ADDRESS 7600 Penn Belt Drive  
Forestville, MD 20747

EMAIL ADDRESS zconnie@reidrayco.com

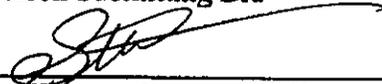
BIDDER'S TELEPHONE 301 420 7197 Ext 203

Name of Person/Company Officer Submitting Bid

Stan Udhiri, President

Title of Person Submitting Bid

04/05/19  
Date

  
Signature of Person/Company Officer Submitting Bid

**BID MUST BE SIGNED TO BE VALID**

**WORCESTER COUNTY COMMISSIONERS  
CONTRACT NUMBER 580-19-01  
Sewer Line Cleaning and Internal Inspection  
West Ocean City, Maryland**

**PROPOSAL FORM**

Made this 5th day of April, 2019

by Hydrostructures, LLC

Business Address 5269 Cleveland Street, Suite 101, Virginia Beach, VA 23462

We/I the undersigned Bidder declare that the only person, firm, or corporation, or persons, firms, or corporations, that has or have any interest in this Proposal, or in the Contracts proposed to be taken, is or are the undersigned; that this Proposal is made without any connection or collusion with any other person, firm, or corporation making a Proposal for the same work; the undersigned further certifies that they have received Drawings, Specifications, Addenda (if any), and copy of this Proposal and that they constitute all instruments for bidding this contract, and that the Specifications, form of contract and the Drawings, therein referred to, have been carefully examined and are understood; that as careful an examination has been made of the worksite as is necessary to become informed as to the character and extent of the work required; and that is proposed and agreed, if the Proposal is accepted, to Contract with Worcester County, Maryland, in the form of contract hereto attached, to do the required work in the manner set forth in the Specifications and as shown by the Drawings.

If this Proposal shall be accepted by Worcester County, Maryland and the undersigned shall refuse or neglect, within ten (10) days after receiving the Contract for execution, to execute the same and to give the stipulated Bond, then said County may, at its option, determine that the Bidder has abandoned the Contract, and thereupon the Proposal and the acceptance thereof shall be null and void, and the deposit accompanying the Proposal shall be forfeited and paid as liquidated damages to the County. The base bid, unit prices and alternatives on the attached and signed Proposal Form are to include and cover the furnishing of all necessary machinery, tools, apparatus and means for performing the work, and the doing of all the abovementioned work, in the manner set forth, described and shown in the Specifications and on the Contract Drawings within the prescribed number of consecutive calendar days after service of written notice from the Owner to proceed with the work.

The successful Bidder shall be required to submit a list containing all parties to which he intends to subcontract any portion of the work. The list shall contain the subcontractor's name, address, work to be sublet and business telephone number.

(NOTE: The Bidder or Bidders must sign here and the address of each must be given. In the case of firms, the firm name must be signed and subscribed to by at least one member. In the case of corporations, the corporate name must be signed by some authorized officer or agent thereof, who shall also subscribe his name and office. The seal of the corporation shall be affixed and telephone number to be listed).

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, or duly authorized agent, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the Proposal.

Michael S. Koonce, P.E. - Manager

Mark D. Barnett, P.E. - Manager

We/I submit herewith as part of this Proposal, the Experience and Equipment Certification specified and further understand and are/am aware that the work will be awarded to an approved organization which is properly constituted in experience, capital and equipment.

Prior to, or following, the award of this Contract, the Owner or Engineer may request that they be supplied with whatever information is needed in order to become better familiarized with any of the subcontractors and/or equipment suppliers. It is further stipulated that no change in the names of those persons or organizations will be made unless written application is made with justification and prior approval is granted. It is further agreed that the apparent low bidder will submit within 10 days of bid opening a detailed list of all subcontractors and equipment suppliers including anticipated dollar values.

We/I agree to accept as full compensation the unit prices stipulated for the contingent construction items that are incorporated into the work by direction of the Engineer in the field.

**Acknowledgement of Addenda:**

This is to certify that I/we have received the following addenda and the bid price submitted reflects the changes in work created by the requirements contained therein.

| <u>Addendum Number</u> | <u>Acknowledgement</u> |
|------------------------|------------------------|
| _____                  | _____                  |
| _____                  | _____                  |
| _____                  | _____                  |

Total Time for Completion is 90 calendar days

Liquidated damages are \$500 per day.

The following is a detailed breakdown of unit prices, which shall be used for the basis of developing the total contract price.

**BASE BID ITEMS BREAKDOWN**

| Item             | Description                              | Unit | Est. Quantity | Unit Price | Total Price        |                   |
|------------------|--|------|---------------|------------|--------------------|-------------------|
| 1                | Project mobilization and Demobilization. | LS   | 1             | \$3,000.00 | \$3,000.00         |                   |
| 2                | Light Cleaning and CCTV Inspection       | LF   | 14,705        | \$3.25     | \$47,791.25        |                   |
| 3                | Maintenance of Traffic                   | LS   | 1             | \$4,400.00 | \$4,400.00         |                   |
| <b>Total Bid</b> |  |      |               | <b>XX</b>  | <b>XXX</b>         | <b>XXXXXXXXXX</b> |
|                  |  |      |               |            | <b>\$55,191.25</b> |                   |

**CONTINGENT BID ITEMS**

(Written in figures)

| Item             | Description                | Unit  | Est. Quantity |            | Total Price       |                   |
|------------------|----------------------------|-------|---------------|------------|-------------------|-------------------|
| 1                | Heavy Cleaning             | HOURS | 4             | \$350.00   | \$1,400.00        |                   |
| 2                | Bypass Pumping up to 1 MGD | DAYS  | 4             | \$1,200.00 | \$4,800.00        |                   |
| <b>Total Bid</b> |                            |       |               | <b>XX</b>  | <b>XXX</b>        | <b>XXXXXXXXXX</b> |
|                  |                            |       |               |            | <b>\$6,200.00</b> |                   |

**TOTAL BID PRICE SUMMARY:**

|                               |                     |
|-------------------------------|---------------------|
| <b>Total Base Bid Items</b>   | <b>\$ 55,191.25</b> |
| <b>Total Contingent Items</b> | <b>\$ 6,200.00</b>  |
| <b>TOTAL BID</b>              | <b>\$ 61,391.25</b> |

sixty-one thousand, three-hundred ninety-one dollars and twenty-five cents

(Written in words)

**CERTIFICATION:** We hereby certify that I/we have carefully examined the project site and the contract documents including plans, specifications and contract addendums and have prepared this bid for the work described therein. The work has been adequately defined and the bid submitted is for a complete and operable project. I/we agree to accept the unit prices bid as full compensation for the work.

Proposal Form

Contract 580-19-01

BIDDER'S NAME

Hydrostructures, LLC

BIDDER'S ADDRESS

5269 Cleveland Street

Suite 101

Virginia Beach, VA 23462

EMAIL ADDRESS

Michael.Koonce@hydrostructures.com

BIDDER'S TELEPHONE

757.631.7989

Michael S. Koonce, P.E.

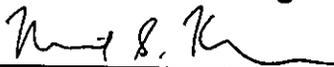
Name of Person/Company Officer Submitting Bid

Manager/Principal-In-Charge

Title of Person Submitting Bid

4.5.2019

Date



Signature of Person/Company Officer Submitting Bid

**BID MUST BE SIGNED TO BE VALID**

TEL: 410-632-1194  
FAX: 410-632-3131  
E-MAIL: admin@co.worcester.md.us  
WEB: www.co.worcester.md.us



OFFICE OF THE  
COUNTY COMMISSIONERS

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

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

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

March 6, 2019



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

Please print the attached Notice to Bidders in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on March 14, 2019. Thank you.

### NOTICE TO BIDDERS

#### Sewer Line Cleaning and Inspection Services West Ocean City Service Area Worcester County, Maryland

The Worcester County Commissioners are currently accepting sealed bids for sewer line cleaning and internal inspection services in the West Ocean City Service Area for the Water and Wastewater Division of the Worcester County Department of Public Works. The work will consist of light cleaning and closed-circuit television (CCTV) inspection of approximately 15,000 linear feet of 8-inch diameter gravity sewer lines. Bid specification packages and bid forms may be picked up from the Office of the County Commissioners, Worcester County Government Center, One West Market Street - Room 1103, Snow Hill, Maryland 21863, obtained online at [www.co.worcester.md.us](http://www.co.worcester.md.us) or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. **Sealed bids will be accepted until 1:00 PM, Monday, April 8, 2019** in the Office of the County Commissioners, Worcester County Government Center, One West Market Street - Room 1103, Snow Hill, Maryland 21863, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Bid for Sewer Line Cleaning and Inspection Services**" in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to John Ross or Gary Serman with the Water and Wastewater Division of Public Works, at 410-641-5251.

## **REQUEST FOR PROPOSALS**

### **I. General**

1. The Worcester County Commissioners are accepting sealed bids for cleaning and internal inspection of gravity sewer lines in the West Ocean City Service Area, for the Worcester County Department of Public Works - Water and Wastewater Division.
2. For this project, the terms "OWNER" and "ENGINEER" are defined as the Worcester County Department of Public Works.

### **II. Bid Submittal**

1. Bids should be mailed or hand-carried to be received in the Office of the County Commissioners by or before 1:00 p.m. on April 8, 2019. Bids received after the appointed time will not be considered. Bids should be submitted in sealed envelopes clearly marked in lower left-hand corner "Bid for Contract Number 580-19-01, Sewer line cleaning and internal inspection.
2. Bids must be delivered to the following location:  

The Office of the County Commissioners  
Worcester County Government Center  
One West Market Street, Room 1103  
Snow Hill, MD 21863
3. Bids received after the date and time listed above will be returned unopened.

### **III. Bid Forms**

1. Bids are to be submitted on the forms provided in this package. Bid forms are to be completed in their entirety and all requested information provided. Where indicated, bids are to be signed by an individual authorized by the bidding company. Incomplete or unsigned bid forms are cause for rejection of the bid.

### **IV. Bonds and Insurance Requirements**

1. The following bonds are required for this work:  

Bid Bond – In the amount Of 10% of the amount bid  
Performance Bond – In the amount of 100% of the bid  
Payment Bond – In the amount of 100% of the bid
2. Insurance Requirements
  - a) The successful bidder shall maintain Workers' Compensation and Employer's Liability Insurance coverage during the entire life of the Contract  

Contractor shall obtain Workers' Compensation Insurance as required by statute. The Workers' Compensation coverage shall cover a sole proprietor, all employees, partners, officers, members, leased employees and any other person working for or with the

contractor. Contractor shall provide County a certificate of Workers' Compensation insurance before beginning the Work.

- b) Employer's Liability Insurance with limits of:  
\$100,000 accident/\$100,000 disease each employee/and  
\$500,000 disease policy limit
- c) Commercial General Liability Insurance: The successful bidder's Commercial General Liability policy shall be on an occurrence basis and shall include:  
Policy limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.  
Coverage for Premises/Operations, Actions of Independent Contractors, Products/Completed Operations; Contractual Liability and Personal Injury.  
Coverage shall include explosion, collapse, or underground (XCU) hazards as applicable to classification.
- d) Business Automobile Liability: The successful bidder shall provide insurance coverage for any owned, hired, or non-owned motor vehicles. The policy limits shall not be less than:  
\$1,000,000 combined single limit or \$1,000,000 bodily injury and \$1,000,000 property damage each accident.  
The policy will provide \$1,000,000 of uninsured or underinsured motorist coverage and include contractual liability coverage.
- e) If any portion of the project is subcontracted, the successful bidder shall require all of the Subcontractors to maintain the same policy limits in workers' compensation and employer's liability insurance required for the successful bidder.

#### **V. Taxes**

1. The Contractor shall review applicable tax laws related to sale and use taxes charged to Governmental Entities. Based upon that review, the Contractor shall include any applicable use sales and use taxes in the bid price submitted.

#### **VI. Contact Information**

1. For any questions or to inspect the site of the proposed work, please contact Gary Serman or John Ross at 410-641-5251 between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday.

#### **VII. Qualifications**

1. Bidding contractors shall provide evidence of their qualifications to complete the work described. A minimum of five (5) years of comparable experience shall be deemed adequate

to be awarded this contract. A listing of relevant project experience is to be submitted with the bid.

### **VIII. Award of Contract**

1. Bids will be opened by the Chief Administrative Officer or Assistant Chief Administrative Officer in the Office of the County Commissioners and read aloud at 1:00 p.m. on April 8, 2019.
2. The Department of Public Works shall prepare a tabulation of said bids and a recommendation to the County Commissioners for approval of bid award by the Commissioners at a future meeting of the Commissioners.
3. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities herein, and to take whatever action in awarding the contract as they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

### **IX Scope of Work and Technical Requirements**

1. Scope of Work - The base contract work will consist of light cleaning and Internal Closed Circuit Television (CCTV) inspection of the sanitary sewers shown on Exhibit A – CCTV Inspection Map which includes approximately 15,000 LF of 8" diameter sanitary sewer lines.
  - a) The successful bidder will be provided with an Excel spreadsheet with the name of each sanitary sewer pipe to be CCTV inspected that includes the Upstream Manhole Name, Downstream Manhole Name, Pipe Length (per as-built drawings), Pipe Diameter, and Pipe Material prior to the start of work. This information shall be used by the contractor during preparation of any reports
  - b) The successful bidder will also be provided with digital GIS files with sewer manhole and sewer pipe data including the same data as on the Excel spreadsheet.
2. Sewer Cleaning and CCTV Requirements
  - f) Light cleaning is included as part of the CCTV inspection bid items. Light cleaning is defined as up to three (3) passes with a jet rodder.
  - g) Heavy cleaning is included as a separate bid item. Heavy cleaning is defined as greater than three (3) passes with a jet rodder, root cutting, and grease removal.
  - h) All CCTV inspection must follow National Association of Sewer Service Companies (NASSCO) Pipeline Assessment & Certification Program (PACP) standards and be performed by PACP-certified personnel.
3. Performance of Work
  - a) The contractor shall immediately notify the Owner of any blockages, pipe breaks, or

- other conditions that appear to be in imminent danger of causing a sanitary sewer overflow.
- b) CCTV inspection shall be performed from upstream to downstream unless site constraints or other conditions prevent access to downstream in which case the inspection can be performed from downstream to upstream with Owner's permission.
  - c) CCTV inspection shall not be performed on pipes that are greater than 25% full based on depth.
  - d) CCTV inspection camera must be above flow depth at all times with the exception of defects such as debris or sags that cause backups for short lengths.
  - e) The contractor may request brief shut-downs of sewage pumping stations which would be performed by the Owner's personnel although there are no guarantees that such requests will be approved.
  - f) The work shall take place Monday through Friday between 8:00 AM and 5:00 PM local time excluding County holidays. The contractor may request permission to work at other days or times but there are no guarantees that such requests will be approved although requests citing site specific advantages such as lower sewer flows at night or less traffic may be viewed more favorably.
  - g) If night-time work is approved by the County, the contractor shall not set up his operation within 500 ft of any residence.
  - h) For sewer pipes that either do not drop below the 25% full based on depth or cannot be CCTV inspected at night, the Contractor shall provide bypass pumping under the Bypass Pumping (Contingent) bid item.
  - i) The County will make water available at a County-owned fire hydrant for the duration of the contract. Contractor shall provide all necessary fittings backflow preventers or air gaps for protection of the County Water System.
  - j) The contractor shall collect and remove any material dislodged as part of the sewer cleaning process which may be disposed of at no charge to the Contractor at the following location during normal business hours:

Worcester County Central Landfill  
7091 Central Site Lane  
Newark, MD 21841

#### 4. Maintenance of Traffic

- a) Contractor shall note that the majority of the work takes place on public roads and shall include the cost of Maintenance of Traffic (MOT) in their proposal. At a minimum MOT shall include "Work Area Ahead" signs and traffic cones without flaggers for light-traffic roadways such as residential streets. Where roadway lanes are closed and additional traffic control measures are needed, they shall be included at no additional cost.
- b) For heavy-traffic roadways or Maryland State Highway Administration (SHA)

roadways, the Contractor shall provide Maintenance of Traffic (MOT) measures meeting SHA requirements.

- c) The cost for MOT shall be included in the Maintenance of Traffic bid item.

5. CCTV Inspection Video and Database Format

- a) Contractor shall provide CCTV inspection videos on DVD or other approved media with Owner's permission.
- b) CCTV inspection videos shall be in .MPEG file format or other approved file format with Owner's permission.
- c) CCTV inspection database shall be provided in WinCan or other approved PACP-compliant database with Owner's permission.
- d) Contractor shall utilize asset designations as provided by the Owner in referencing all manholes and sewer pipes.
- e) CCTV inspection videos shall be named the same as the sewer pipe asset designation.

6. Bid Items - Bid items shall consist of the following:

- a) Mobilization and Demobilization shall be paid 50% upon initiating the CCTV work and 50% upon completion of all work including providing the video results of the inspection.
- b) Light Cleaning and CCTV Inspection shall be paid by linear feet as measured along the centerline of the sewer line cleaned and inspected by CCTV.
- c) Payment for Heavy Cleaning (Contingent) shall be a paid by hour at the rate provided in the bid form.
- d) Traffic Control (Contingent) by Day
- e) Bypass Pumping of up to 1 MGD shall be paid by the day at the contingent price bid
- f) Contractor's pricing shall include activities required to complete the identified inspections and provide the final results.
- g) Contingent bid items may not be engaged without prior authorization from the Owner.

7. Schedule

- a) All CCTV inspection field work shall be completed and all CCTV inspection videos and data shall be submitted to the Owner based on the following schedule:
- b) No later than 60 calendar days after the Notice-To-Proceed (NTP), all internal inspection work shall be completed
- c) No later than 90 calendar days after NTP, video logs and condition report shall be submitted.
- d) Failure to complete the work in the time listed will result in the assessment of liquidated damages in the amount of \$500 for each calendar day that the project extends beyond the completion date.

**X. Progress Payment**

1. The Contractor shall submit applications for payment on a monthly basis for work completed on the project. Payment shall be based on the value of work completed and accepted by the Owner. Requests for progress payments shall be made on forms showing the total value of the work, the portion completed to date, less prior payments. Application shall be signed by the Contractor and approved by the Resident Project Representative of the Owner. Payment shall be made for 90 percent of the amount requested, with 10 percent retained until the work is determined to be complete.
2. When 50% of the work is complete, the Contractor may request the amount retained be reduced to 5% of the work in place. This request will be approved only if the Contractor can further document that the project is proceeding on schedule and will be completed within the specified time.

**XI. Final Payment and Project Close-out**

1. When the work is determined to be essentially complete, the Contractor shall request a final inspection of the work. Work items determined to be needed at the time of the final completion will be itemized on a punch-list and shall be completed by the Contractor prior to release of final payment. In addition to completion of the work, the Contractor shall furnish the following:
  - a) Affidavit that all subcontractors and suppliers have been paid.
  - b) Certification that there are no outstanding liens against the work.
  - c) Certification that there are no other payments required under the contract.

**Worcester County Department of  
Public Works  
Water and Wastewater Division  
1000 Shore Lane  
Berlin, MD 21811**

**SPECIFICATIONS FOR:**

**WEST OCEAN CITY  
SERVICE AREA  
SEWER LINE CLEANING AND  
INTERNAL INSPECTION**

**CONTRACT NUMBER 580-19-01**

**WORCESTER COUNTY, MARYLAND**

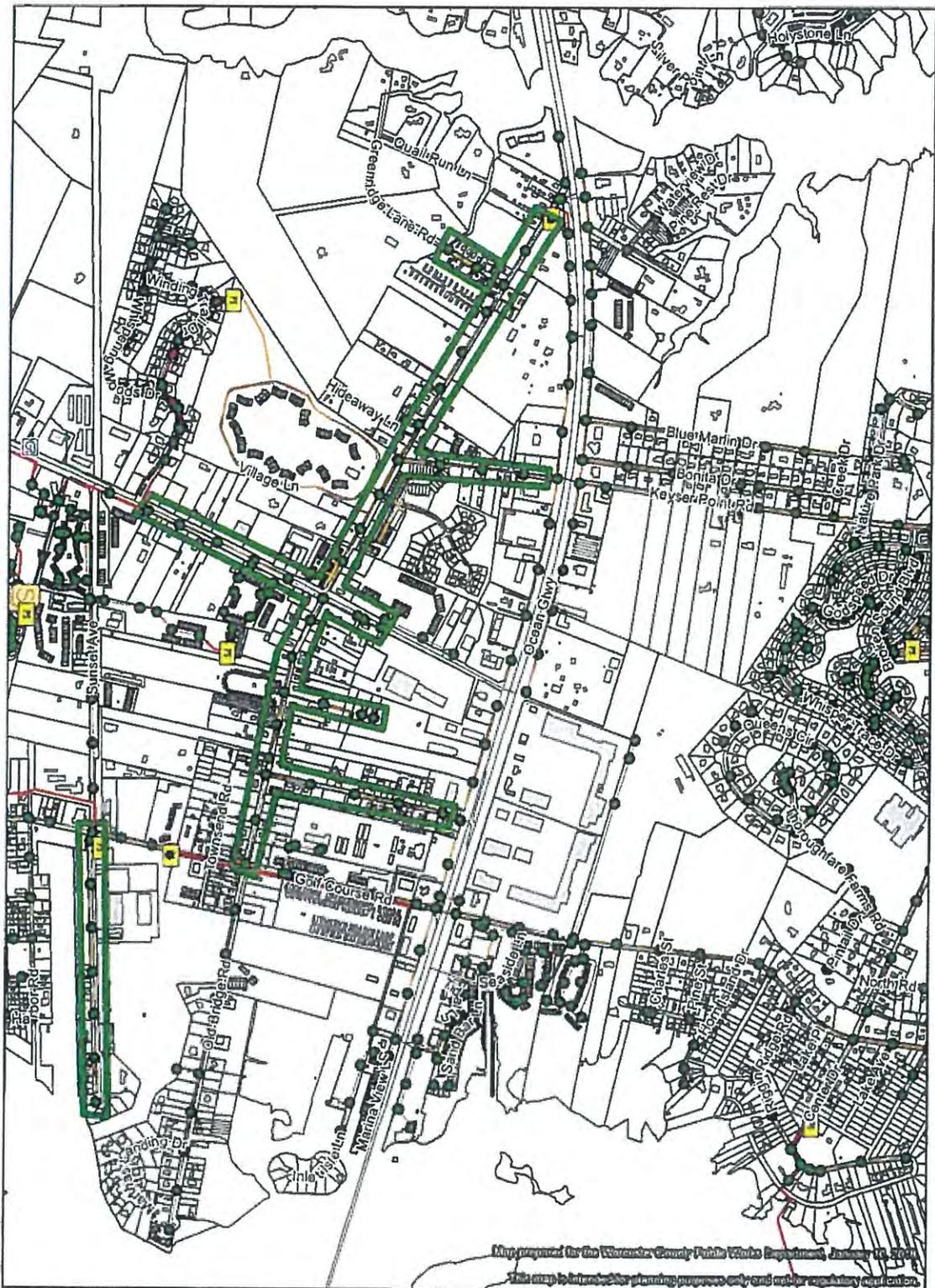
Prepared: February, 2019  
Bids Due: April 8, 2019

**Contract Number 580-19-01**  
**Sewer Line Cleaning and Internal Inspection**  
**West Ocean City Service Area**  
**March, 2019**

**LISTING OF LINES TO BE CLEANED AND INSPECTED**

| <u>Street</u>         | <u>Upstream MH #</u> | <u>Down stream MH#</u> | <u>Length (feet)</u> | <u>Pipe Diameter</u> | <u>Material</u> |
|-----------------------|----------------------|------------------------|----------------------|----------------------|-----------------|
| Old Bridge Road       | 251                  | 250                    | 335                  | 8"                   | PVC- SDR35      |
| Old Bridge Road       | 250                  | 249                    | 325                  | 8"                   | PVC- SDR35      |
| Old Bridge Road       | 249                  | 248                    | 340                  | 8"                   | PVC- 5DR35      |
| Old Bridge Road       | 248                  | 247                    | 340                  | 8"                   | PVC- SDR35      |
| Old Bridge Road       | 247                  | 246                    | 350                  | 8"                   | PVC- SDR35      |
| Old Bridge Road       | 246                  | 245                    | 360                  | 8"                   | PVC- SDR35      |
| Old Bridge Road       | 245                  | 244                    | 355                  | 8"                   | PVC- SDR35      |
| Old Bridge Road       | 244                  | 243                    | 400                  | 8"                   | PVC- SDR35      |
| Old Bridge Road       | 243                  | 242                    | 280                  | 8"                   | PVC- 5DR35      |
| Old Bridge Road       | 242                  | 241                    | 350                  | 8"                   | PVC- SDR35      |
| Old Bridge Road       | 241                  | 240                    | 350                  | 8"                   | PVC- SDR35      |
| Old Bridge Road       | 354                  | 353                    | 350                  | 8"                   | PVC- SDR35      |
| Old Bridge Road       | 353                  | 352                    | 310                  | 8"                   | PVC- SDR35      |
| Old Bridge Road       | 352                  | 351                    | 280                  | 8"                   | PVC- 5DR35      |
| Old Bridge Road       | 351                  | 350                    | 290                  | 8"                   | PVC- SDR35      |
| Old Bridge Road       | 350                  | 349                    | 150                  | 8"                   | PVC- SDR35      |
| Old Bridge Road       | 349                  | 348                    | 390                  | 8"                   | PVC- SDR35      |
| Old Bridge Road       | 348                  | 301                    | 400                  | 8"                   | PVC- SDR35      |
| Stephen Decatur Hwy.  | 256A                 | 256                    | 360                  | 8"                   | PVC- SDR35      |
| Stephen Decatur Hwy.  | 256                  | 255                    | 320                  | 8"                   | PVC- SDR35      |
| Stephen Decatur Hwy.  | 255                  | 254                    | 340                  | 8"                   | PVC- SDR35      |
| Stephen Decatur Hwy.  | 254                  | 253                    | 335                  | 8"                   | PVC- SDR35      |
| Stephen Decatur Hwy.  | 253                  | 252                    | 340                  | 8"                   | PVC- SDR35      |
| Stephen Decatur Hwy.  | 252                  | 251                    | 330                  | 8"                   | PVC- SDR35      |
| Stephen Decatur Hwy.  | 257                  | 251                    | 415                  | 8"                   | PVC- SDR35      |
| Keyser Point Road     | 279                  | 278                    | 370                  | 8"                   | PVC- SDR35      |
| Keyser Point Road     | 278                  | 277                    | 370                  | 8"                   | PVC- SDR35      |
| Keyser Point Road     | 277                  | 247                    | 360                  | 8"                   | PVC- SDR35      |
| Green Ridge Lane Road | 276                  | 275                    | 280                  | 8"                   | PVC- SDR35      |
| Green Ridge Lane Road | 275                  | 242                    | 280                  | 8"                   | PVC- SDR35      |
| Savage Road           | LH360                | 360                    | 100                  | 8"                   | PVC- SDR35      |
| Savage Road           | 360                  | 359                    | 340                  | 8"                   | PVC- SDR35      |
| Savage Road           | 359                  | 352                    | 350                  | 8"                   | PVC- SDR35      |
| Elm Street            | 358                  | 357                    | 380                  | 8"                   | PVC- SDR35      |
| Elm Street            | 357                  | 356                    | 380                  | 8"                   | PVC- SDR35      |
| Elm Street            | 356                  | 355                    | 380                  | 8"                   | PVC- SDR35      |
| Elm Street            | 355                  | 349                    | 390                  | 8"                   | PVC- SDR35      |
| Sunset Ave            | 312                  | 311                    | 370                  | 8"                   | PVC- SDR35      |
| Sunset Ave            | 311                  | 310                    | 380                  | 8"                   | PVC- SDR35      |
| Sunset Ave            | 310                  | 309                    | 370                  | 8"                   | PVC- SDR35      |
| Sunset Ave            | 309                  | 308                    | 380                  | 8"                   | PVC- SDR35      |
| Sunset Ave            | 308                  | 307                    | 380                  | 8"                   | PVC- SDR35      |
| Sunset Ave            | 307                  | 306                    | 380                  | 8"                   | PVC- SDR35      |
| Sunset Ave            | 306                  | 295                    | 70                   | 8"                   | PVC- 5DR35      |

Total Length                      14,705



**Worcester County  
Maryland  
Route 50  
West Ocean City  
Sewer Lines**

- Sewer Manhole
- Force Main
- Gravity Main
- Low Pressure
- Sewer Main
- Vacuum Main

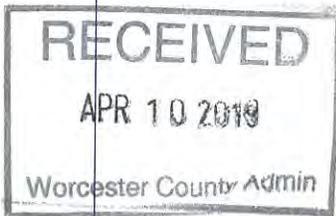
**Department of Development  
Review and Permitting  
Technical Services Division**

Drawn By: MDD      Reviewed By: KLH

0 — 1,000 Feet

1 inch = 1,000 feet

Map prepared on February 22, 2019.



9

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

**JOHN H. TUSTIN, P.E.**  
DIRECTOR

**JOHN S. ROSS, P.E.**  
DEPUTY DIRECTOR

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

MEMORANDUM

**TO: Harold L. Higgins, Chief Administrative Officer**  
**FROM: John S. Ross, P.E., Deputy Director of Public Works**  
**DATE: April 10, 2019**  
**SUBJECT: Edgewater Acres Sanitary Service Area  
Water Treatment Plant Site Disposal**

DIVISIONS

**MAINTENANCE**  
TEL: 410-632-3766  
FAX: 410-632-1753

**ROADS**  
TEL: 410-632-2244  
FAX: 410-632-0020

**SOLID WASTE**  
TEL: 410-632-3177  
FAX: 410-632-3000

**FLEET  
MANAGEMENT**  
TEL: 410-632-5675  
FAX: 410-632-1753

**WATER AND  
WASTEWATER**  
TEL: 410-641-5251  
FAX: 410-641-5185

Following up on our presentation to the County Commissioners at the meeting on February 5, 2019 proposing that we dispose of the water treatment plant site in Edgewater Acres, we contacted Artesian Water Company (Artesian) to negotiate a new perpetual service agreement. The current agreement includes renewal in five (5) year terms. Attached for approval is a new agreement proposed by Artesian that:

1. Terminates the interconnection agreement from 2002
2. Confirms that Artesian will continue to provide water service to Edgewater Acres as a customer with no termination clause,
3. Charges us in accordance with their rates as approved by the Delaware Public Services Commission
4. Identifies Artesian's limit of responsibility for maintaining their facilities as up to and including the interconnection point
5. Identifies our responsibility for maintaining our facilities as from the interconnection point to the customer.

In reviewing the above conditions, these are the same as we have been operating under for the past 17 years. The proposed agreement was reviewed by the County Attorney and she is in agreement that it is acceptable.

If you have any questions, please let me know.

cc: Maureen F. L. Howarth, County Attorney  
John H. Tustin, P.E. Director

Attachment



OVER 100 YEARS OF SUPERIOR SERVICE

Artesian Water Company ▲ Artesian Wastewater Management ▲ Artesian Utility Development ▲ Artesian Water Pennsylvania  
▲ Artesian Water Maryland ▲ Artesian Wastewater Maryland

March 15, 2019

VIA EMAIL: [jross@co.worcester.md.us](mailto:jross@co.worcester.md.us)

Worcester County Department of Public Works  
Attention Mr. John Ross  
6113 Timmons Road  
Snow Hill, Maryland 21863

**Re: Termination of Interconnection Agreement and  
Water Services Agreement**

Dear Mr. Ross:

Enclosed is a Termination of Interconnection Agreement and Water Services Agreement (the "Agreement"). As requested, this is intended to permanently establish the Edgewater Acres development as a new customer of Artesian Water Company. Please print and sign two (2) originals of the Agreement and return them to me at the address below. We will date the first page when Artesian countersigns and return one fully-executed original for your records. If you have any questions, please call me at me directly.

Very truly yours,

**Karl G. Randall**

General Counsel  
Artesian Resources Corporation  
664 Churchmans Road  
Newark, Delaware 19702  
Direct Dial: (302) 453-7309  
Email: [krandall@artesianwater.com](mailto:krandall@artesianwater.com)

Enclosures

**TERMINATION OF INTERCONNECTION AGREEMENT  
AND WATER SERVICES AGREEMENT**

**THIS TERMINATION OF INTERCONNECTION AGREEMENT AND WATER SERVICES AGREEMENT** ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **ARTESIAN WATER COMPANY, INC.**, a Delaware corporation with a principal office located at 664 Churchmans Road, Newark, Delaware 19702 ("Artesian"), and the **COUNTY COMMISSIONERS OF WORCESTER COUNTY**, a political subdivision of the State of Maryland in its capacity as the governing body of the Edgewater Acres Sanitary Service Area, with a principal office located at Office of the County Commissioners, Worcester County Government Center, One West Market Street, Room 1103, Snow Hill, Maryland 21863-1195 (the "County", and together with Artesian, the "Parties").

WHEREAS, the Parties executed that certain Interconnection Agreement on April 2, 2002 (the "Interconnection Agreement"), which has since been renewed from time to time; and

WHEREAS, one of the primary purposes of the Interconnection Agreement was to allocate between the Parties responsibility for constructing and maintaining water utility facilities, which has since been completed; and

WHEREAS, Artesian has been providing water service to the County pursuant to the rates, rules and regulations established by the Delaware Public Service Commission ("Commission") and Artesian's Commission-approved tariff, all as amended from time to time, based upon a meter located in Delaware; and

WHEREAS, the Commission's rates, rules and regulations, Artesian's Commission-approved tariff, and other applicable law controls such matters as how Artesian shall bill the County, defective meters, and the water quality standards that Artesian must meet; and

WHEREAS, based upon the foregoing, the Parties agree that the Interconnection Agreement is no longer necessary as a separate agreement between the Parties;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties mutually agree as follows:

1. The Interconnection Agreement is hereby terminated, subject to the terms, conditions, promises and covenants set forth in this Agreement.
2. Artesian shall continue to provide water service to the County through the interconnection between the Parties' water systems (the "Interconnection"), with such service provided pursuant to the rates, rules and regulations established by

the Commission and Artesian's Commission-approved tariff, all as amended from time to time.

3. Artesian shall be responsible for the maintenance, repair and replacement of all water utility facilities on its side of the Interconnection and of the Interconnection itself. The County shall be responsible for the maintenance, repair and replacement of all water utility facilities on its side of the Interconnection.
4. This Agreement and the Parties' rights relating hereto shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to conflict of law principles.
5. The recitals set forth above are incorporated herein for all purposes.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the Parties hereto have duly executed, sealed and delivered this Termination of Interconnection Agreement and Water Services Agreement as of the date and year first written above.

ATTEST:

COUNTY:  
**COUNTY COMMISSIONERS OF  
WORCESTER COUNTY**

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

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: President

ATTEST:

ARTESIAN:  
**ARTESIAN WATER COMPANY, INC.**  
a Delaware corporation

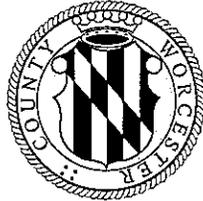
\_\_\_\_\_  
Name: Joseph A. DiNunzio  
Title: Secretary

By: \_\_\_\_\_ (SEAL)  
Name: Dian C. Taylor  
Title: President and Chief Executive Officer

The Commissioners met with Mr. Tustin to discuss a proposal to dispose of the Nantucket Point/Edgewater Acres water plant building. Mr. Tustin reviewed the history of the SSA, which has been purchasing bulk water from Artesian Water Company in Delaware since 2002. Since the water plant building has only been used for storage, Mr. Tustin recommended removing it from the County inventory by declaring it to be surplus property and offering it for sale.

After some discussion and upon a motion by Commissioner Mitrecic, the Commissioners unanimously directed staff to first contact Artesian Water Company to inquire about a long-term contract for service of the properties within the Nantucket Point/Edgewater Acres SSA and to investigate the value and potential use of the County property before the Commissioners give further consideration to declaring this property to be surplus property.

TEL: 410-632-1194  
FAX: 410-632-3131  
E-MAIL: admin@co.worcester.md.us  
WEB: www.co.worcester.md.us



OFFICE OF THE  
COUNTY COMMISSIONERS

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

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

## Worcester County

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

TO: John H. Tustin, P.E., Director of Public Works  
FROM: Harold L. Higgins, Chief Administrative Officer *KL. For HLH*  
DATE: February 7, 2019  
SUBJECT: Nantucket Point/Edgewater Acres Service Area Property

\*\*\*\*\*

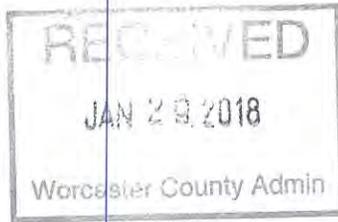
As you are aware, at their meeting of February 5, 2019, the Worcester County Commissioners reviewed your request to consider possibly selling the County property on which the water plant building is located within the Nantucket Point/Edgewater Acres Service Area given that this service area is now served by Artesian Water Company out of Delaware. As a result of their discussion, the County Commissioners have requested that you first contact Artesian Water Company to inquire about a long term contract for service of the properties within the Nantucket Point/Edgewater Acres Service Area. In addition, the Commissioners have requested that you further investigate the value and potential use of the County property before they give further consideration to your request to declare this property as surplus and request bids for disposal of this property.

Thank you for your attention to this matter. We look forward to reviewing the results of your negotiations with Artesian Water Company and your investigation of this property at a future meeting. If you should have any questions or concerns with regard to this matter, please feel free to contact me at this office.

HLH/kah

CC: Sewer Committee

KS



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

MEMORANDUM

JOHN H. TUSTIN, P.E.  
DIRECTOR

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

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

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E. Director of Public Works *JHT*  
**DATE:** January 25, 2019  
**SUBJECT:** Nantucket Point/Edgewater Acres Property

DIVISIONS

**MAINTENANCE**  
TEL: 410-632-3766  
FAX: 410-632-1753

**ROADS**  
TEL: 410-632-2244  
FAX: 410-632-0020

**SOLID WASTE**  
TEL: 410-632-3177  
FAX: 410-632-3000

**FLEET MANAGEMENT**  
TEL: 410-632-5675  
FAX: 410-632-1753

**WATER AND WASTEWATER**  
TEL: 410-641-5251  
FAX: 410-641-5185

.....  
Since 2002, the Nantucket Point/Edgewater Acres Service Area has been purchasing water from Artesian Water Company (Artesian) out of Delaware. Prior to 2002, the Water and Wastewater Division operated a small water treatment plant at 13491 Madison Avenue to provide public water to this area.

Since connecting to Artesian, the water plant building has been used for storage and for the convenience of our operators in that area. The building is now in need of some significant repairs including replacement of the roof and removal of some remaining water treatment equipment.

Instead of completing the required repairs, we recommend that the Commissioners consider declaring this site to be surplus County property and putting it up for sale. As you can see from the attached pictures, the plant sits on a waterfront lot that could be of significant value. Proceeds from the sale should be used to permanently abandon the existing water supply wells with any remaining funds being added to system reserves for use in the service area.

Other needed improvements include installation of electronic monitoring systems (SCADA) at the wastewater pump station and replacing the aging pump station generator.

We would like to have this issue resolved so we can finalize the 2019/20 service area budget.

If you have any questions, please do not hesitate to contact us.

Attachments

cc: Jessica Wilson, Enterprise Fund Controller  
John S. Ross, P.E. Deputy Director

SUBTITLE IV

County Real and Personal Property and County Buildings

§ CG 4-401. Title to County property.

Title to all County property, both real and personal, transferred to Worcester County, the County Commissioners or any agency department or branch thereof by way of purchase, grant, gift, dedication or anyway whatsoever shall be titled to the County Commissioners of Worcester County unless otherwise specifically provided in individual cases by a resolution of the County Commissioners.

§ CG 4-402. Management of real and personal property and buildings.

Management authority and responsibility for all County property and buildings is vested in and charged to the County Commissioners, and all decisions with regard to the use of the same and contracts with regard thereto, be they for acquisition, improvement or in any way connected therewith, shall be by resolution of the County Commissioners or as may be provided by law or regulation. The County Commissioners may, at their option, by resolution or as provided by appropriate law and regulation, delegate the authority and responsibility as prescribed by this section by franchise, lease or other appropriate executive or legislative act.

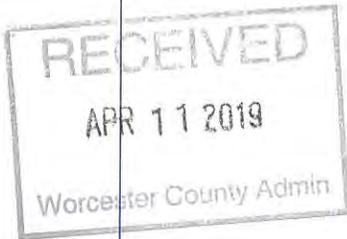
§ CG 4-403. Disposition of County property when no longer used by County.

- (a) Generally. Unless otherwise provided by law, whenever the County Commissioners propose to dispose of any County-owned property or any rights incidental thereto by reason of the fact that such property is no longer required for County use, they shall first advertise the same at least once a week for three successive weeks in one or more newspapers of general circulation in said County inviting competitive bids to be made upon such terms and conditions as the County Commissioners may deem appropriate, including, without limitation, the right to accept or reject any and all bids as they see fit with regard to the disposal of such property and giving an opportunity for objections to any such disposal.
- (b) For other public use. When any County-owned property is no longer needed for use by the County Commissioners and the County Commissioners propose to dispose of the same by lease, grant or otherwise for a public purpose, as such public purpose may be from time to time determined by a five-sevenths majority vote of the County Commissioners, the Commissioners shall, prior to adopting a resolution for the disposal of such property, advertise the proposed disposal once a week for three successive weeks in one or more newspapers of general circulation in said County stating the terms of such disposal and the compensation to be received therefor and giving opportunity for objections thereto. [Amended 8-20-2002 by Bill No. 02-11]
- (c) Where bidding impractical. The County Commissioners may, by a five-sevenths majority vote, determine that it may be impractical to dispose of County-owned property or rights incidental thereto for nonpublic purposes by competitive bidding. In such cases, the County Commissioners shall, prior to adopting a resolution for the disposal of such property, advertise the proposed disposal once a week for three successive weeks in one or more newspapers of general circulation in said County stating the terms of such disposal and the compensation to be received therefor and giving opportunity for objections thereto. [Amended 8-20-2002 by Bill No. 02-11]
- (d) Exceptions. The provisions of this section shall not apply to the closing of public roads within the County or easements for public utilities or to property titled to other bodies corporate or politic of the County.

**Department of Public Works  
Water and Wastewater Division  
Nantucket Point Water Treatment Plant Photos**







10

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

**JOHN H. TUSTIN, P.E.**  
DIRECTOR

**JOHN S. ROSS, P.E.**  
DEPUTY DIRECTOR

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

**MEMORANDUM**

**TO: Harold L. Higgins, Chief Administrative Officer**  
**FROM: John S. Ross, P.E. Deputy Director of Public Works**  
**DATE: April 11, 2019**  
**SUBJECT: Frontier Town Pump Station and Force Main Turnover Documents**

**DIVISIONS**

**MAINTENANCE**  
TEL: 410-632-3766  
FAX: 410-632-1753

**ROADS**  
TEL: 410-632-2244  
FAX: 410-632-0020

**SOLID WASTE**  
TEL: 410-632-3177  
FAX: 410-632-3000

**FLEET MANAGEMENT**  
TEL: 410-632-5675  
FAX: 410-632-1753

**WATER AND WASTEWATER**  
TEL: 410-641-5251  
FAX: 410-641-5185

.....  
Attached are turnover documents for the Frontier Town Pump Station and Force Main Project. These include the Deed, Bill of Sale and Assignment Form executed by Sun Frontier, LLC for turnover of the facilities, Release of Lien from all of the major contractors suppliers and consultants used for the project and a Deed with property description and ingress/egress easement for the transfer of the pump station property and easements to Worcester County. Also attached is the required maintenance bond for the mechanical equipment in the pump station. These documents have been reviewed by the County Attorney.

The project record drawings are on file at the Water/Wastewater Division Office in Ocean Pines. The Engineering Completion Certification as required by the Maryland Department of the Environment has been submitted by the project engineering firm.

We are recommending approval of the attached documents and accepting these facilities into the County Wastewater System for operation.

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

cc: John H. Tustin, P.E. Director  
Jessica R. Wilson, CPA, Enterprise Fund Controller

Attachments

DRAFT

DEED, BILL OF SALE  
AND  
ASSIGNMENT

This Deed, Bill of Sale and Assignment (this "Deed") made this \_\_\_\_\_ day of April, 2019, by and between Sun TRS Frontier LLC, a Michigan limited liability company ("Developer") and County Commissioners of Worcester County, Maryland ("Commissioners").

WHEREAS, Developer, pursuant to all required permits, has constructed a certain Sanitary Facility, "Facility" pursuant to Section 5-307 of Public Works Article, the Code of Public Local Laws of Worcester County, Maryland on that certain property as legally described on **Exhibit A** attached hereto; and

WHEREAS, Facility is now complete, free and clear of all mechanics and materialman's liens and encumbrances and ready to be transferred to Commissioners in accordance with prior Agreements and Section 5-307 as aforesaid; and

WHEREAS, Facility is fully operational in accordance with all required permits; and

WHEREAS, all lien holders, if any, have joined herein or executed separate documents for the purpose of releasing any and all right, title and interest they may have in and to any of the property herein described.

NOW THEREFORE THIS DEED, BILL OF SALE, AND ASSIGNMENT WITNESSETH:

That for good and valuable consideration, receipt and sufficiency which is hereby acknowledged, the parties do hereby agree as follows:

1. Developer here by grants, conveys and transfers unto Commissioners all of the following described components, rights, permits, licenses, personal property, real property, easements and being all of the right title and interest of Developer associated with, in, and to Facility:
  - A. That certain parcel of property described on Exhibit A attached hereto; and any improvements located thereon; and
  - B. The Facility described as the Regional Sewage Pump Station improvements located on said property; including: influent meter vault assembly, 45 LF of 10" influent gravity sewer and precast concrete manhole, concrete wet well with duplex submersible pumps, concrete valve vault assembly, generator, control cabinet, effluent meter vault assembly, 19,400 LF of 6" force main, (5) Air Release Valves, associate appurtenances and site work as detailed on drawings FM4 to FM 17 and PS 4 and specifications as prepared by Davis, Bowen and Friedel, Inc. dated February, 2017 (Exhibit B); and
  - C. That certain ingress and egress easement described on Exhibit A attached hereto.
2. Commissioners agree that the final inspection has been conducted of Facility and it is approved and accepted by Commissioners.

- 3. Commissioners hereby accept operational control and ownership of the Facility as herein set forth.
- 4. Developer warrants and agrees that construction of the Facility is in accordance with all applicable and required permits and approvals.
- 5. Developer warrants for a period of two (2) years from the date of this Deed that the Facility was constructed in a workmanlike manner, in accordance with industry standards, is free and clear of all faulty materials and is properly designed for its intended use, is free of imperfections, and will operate in accordance with its design and further that it is free and clear of all liens and encumbrances and that written releases of all workers and suppliers that worked on the Facility have been delivered.
- 6. Developer shall execute such other and further assurances hereof as Commissioners may require.

IN WITNESS WHEREOF, the hands and seals of the parties hereto, as of the date and year first above written.

DEVELOPER:

**SUN TRS FRONTIER LLC,**  
a Michigan limited liability company

By: Sun Home Services, Inc., a Michigan corporation, the sole member

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

Its:

STATE OF MICHIGAN  
COUNTY OF OAKLAND

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, personally appeared the above named \_\_\_\_\_, the \_\_\_\_\_ of Sun Home Services, Inc., the sole member of Sun TRS Frontier LLC, a Michigan limited liability company, to me known to be the person described in and who executed the foregoing on behalf of Sun TRS Frontier LLC, and acknowledged that he/she executed the same as his/her free act and deed.

\_\_\_\_\_  
Notary Public County, MI  
My commission expires:

DRAFT

[Signature Page Continued]

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND:

\_\_\_\_\_

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

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the \_\_\_\_\_, named in the foregoing instrument, and executed the same in the capacity stated and for the purposes herein contained.

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

Commission Expires: \_\_\_\_\_

**Exhibit A**

LEGAL DESCRIPTION  
PUMP STATION PARCEL  
AND  
INGRESS / EGRESS EASEMENT  
SUN TRS FRONTIER, LLC

March 5, 2019

**BEING** all that piece or parcel of land, hereinafter described, situate, lying and being on the Southeasterly side of, but not adjacent to, Stephen Decatur Highway, State Route 611, and being located in Election District No. 3, Worcester County, Maryland, and being a portion of the lands of Sun TRS Frontier, LLC, as recorded among the Land Records for Worcester County, Maryland in Liber 6673, Folio 477, and as shown on a plat entitled "Boundary Survey Plan of a portion of the lands of Sun TRS Frontier, LLC", prepared by Davis, Bowen & Friedel, Inc., dated March 5, 2019; said piece or parcel of land being more particularly described as follows:

**BEGINNING** at a point, said beginning point being the southernmost corner of the Parcel described, said beginning point being coordinated on the Maryland State Grid System as N:233,946.850 feet, E:1,843,778.218 feet; thence; 1) running through said Sun TRS lands, the following four courses and distances, North 51 degrees 53 minutes 09 seconds West 62.00 feet to a point, thence running; 2) North 40 degrees 13 minutes 08 seconds East 42.00 feet to a point, thence running; 3) South 51 degrees 53 minutes 09 seconds East 62.00 feet to a point, thence running; 4) South 40 degrees 13 minutes 08 seconds West 42.00 feet to the point and place of beginning; **CONTAINING** 2,602 square feet of land, more or less.

**TOGETHER WITH** an Ingress/Egress Easement, said Easement being more particularly described as follows:

**BEGINNING** at a point, said beginning point bears North 51 degrees 53 minutes 09 seconds West 20.93 from the end of the third course of said Pump Station Parcel, thence;

- 1) running by and with said Pump Station Parcel, North 51 degrees 53 minutes 09 seconds 20.02 feet to a point, thence;
- 2) leaving said Pump Station Parcel and running through said Sun TRS lands, the following two courses and distances, North 40 degrees 53 minutes 05 seconds East 17.59 feet to a point, thence running;
- 3) North 49 degrees 06 minutes 55 seconds West 65.44 feet to a point on the Southeasterly right-of-way line of Stephen Decatur Highway, thence;
- 4) leaving said Sun TRS lands and running by and with said Stephen Decatur Highway North 35 degrees 20 minutes 56 seconds East 20.09 to a point, thence;

DRAFT

5) leaving said Stephen Decatur Highway and running through said Sun TRS Lands the following two courses and distances South 49 degrees 06 minutes 55 seconds East 87.38 feet to a point, thence running;

6) South 40 degrees 53 minutes 05 seconds West 36.62 feet to the point and place of beginning;

**CONTAINING** 2,070 square feet of land, more or less.

RELEASE OF MECHANIC'S LIENS

The undersigned, general or sub-contractor, has provided services and/or materials for construction and improvements at the property owned by Worcester County Commissioners, and described as follows: Resident, property and improvements located at Frontier Town Pump Station and Force Main.

In consideration of the sum of \$1.00 in hand paid, receipt whereof is acknowledged, and other benefits accruing to me, I do hereby waive, release and quit-claim a right that I now have or may hereafter have to lien upon the land and improvements above-described, by virtue of the laws of the State wherein said land is situate, or any amendments of said law; and I do further warrant that I have not and will not assign my claim for payment, nor my right to perfect a lien against said property, and that I have the right to exercise this waiver and release thereof.

The subscriber of this instrument respectively warrants that all laborers employed by me have been fully paid and that none of such laborers have any claim, demand, or lien against said premises; and further, that no chattel, mortgage, conditional bill of sale or retention of title agreement has been given or executed by the said owner or any general contractor or other party or any of us, for in or in connection with any material, appliances, machinery, fixtures or furnishings placed on or installed in the aforesaid premises.

It is understood and agreed that the signature(s) affixed hereto are for all services rendered, work done and materials furnished heretofore and hereafter by the signer in any and all capacities, and is not only for a particular item against which the signature is affixed.

WITNESS the following signatures and seals this 7 day of March, 2019.

WITNESS:

Delores C Barnett \_\_\_\_\_ (SEAL)

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same was presented to me in my presence.  
7 March 2019, a Monday of the State of Maryland \_\_\_\_\_ (SEAL)

Karen E Crouch  
My commission expires 03 2023 \_\_\_\_\_ (SEAL)

Gillespie

**RELEASE OF MECHANIC'S LIENS**

The undersigned, general or sub-contractor, has provided services and/or materials for construction and improvements at the property owned by Worcester County Commissioners, and described as follows: Resident, property and improvements located at Frontier Town Pump Station and Force Main.

In consideration of the sum of \$1.00 in hand paid, receipt whereof is acknowledged, and other benefits accruing to me, I do hereby waive, release and quit-claim a right that I now have or may hereafter have to lien upon the land and improvements above-described, by virtue of the laws of the State wherein said land is situate, or any amendments of said law; and I do further warrant that I have not and will not assign my claim for payment, not my right to perfect a lien against said property, and that I have the right to exercise this waiver and release thereof.

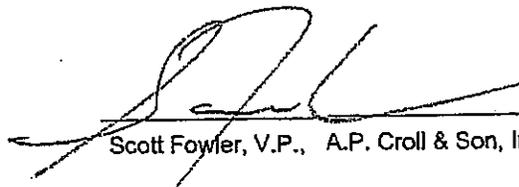
The subscriber of this instrument respectively warrants that all laborers employed by me have been fully paid and that none of such laborers have any claim, demand, or lien against said premises; and further, that no chattel, mortgage, conditional bill of sale or retention of title agreement has been given or executed by the said owner or any general contractor or other party or any of us, for in or in connection with any material, appliances, machinery, fixtures or furnishings placed on or installed in the aforesaid premises.

It is understood and agreed that the signature(s) affixed hereto are for all services rendered, work done and materials furnished heretofore and hereafter by the signer in any and all capacities, and is not only for a particular item against which the signature is affixed.

WITNESS the following signatures and seals this 5<sup>th</sup> day of March, 2019.

WITNESS:

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

 (SEAL)  
Scott Fowler, V.P., A.P. Croll & Son, Inc.  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)

RELEASE OF MECHANIC'S LIENS

The undersigned, general or sub-contractor, has provided services and/or materials for construction and improvements at the property owned by Worcester County Commissioners, and described as follows: Resident, property and improvements located at Frontier Town Pump Station and Force Main.

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It is understood and agreed that the signature(s) affixed hereto are for all services rendered, work done and materials furnished heretofore and hereafter by the signer in any and all capacities, and is not only for a particular item against which the signature is affixed.

WITNESS the following signatures and seals this 7<sup>th</sup> day of MARCH, 2019.

WITNESS:

Amanda D. McCollister

[Signature] (SEAL)  
Accutrench Contracting LLC

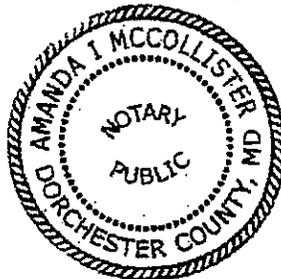
\_\_\_\_\_

\_\_\_\_\_ (SEAL)

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

Notary: Amanda D. McCollister  
exp 11/03/2021



RELEASE OF MECHANIC'S LIENS

The undersigned, general or sub-contractor, has provided services and/or materials for construction and improvements at the property owned by Worcester County Commissioners, and described as follows: Resident, property and improvements located at Frontier Town Pump Station and Force Main.

In consideration of the sum of \$1.00 in hand paid, receipt whereof is acknowledged, and other benefits accruing to me, I do hereby waive, release and quit-claim a right that I now have or may hereafter have to lien upon the land and improvements above-described, by virtue of the laws of the State wherein said land is situate, or any amendments of said law; and I do further warrant that I have not and will not assign my claim for payment, not my right to perfect a lien against said property, and that I have the right to exercise this waiver and release thereof.

The subscriber of this instrument respectively warrants that all laborers employed by me have been fully paid and that none of such laborers have any claim, demand, or lien against said premises; and further, that no chattel, mortgage, conditional bill of sale or retention of title agreement has been given or executed by the said owner or any general contractor or other party or any of us, for in or in connection with any material, appliances, machinery, fixtures or furnishings placed on or installed in the aforesaid premises.

It is understood and agreed that the signature(s) affixed hereto are for all services rendered, work done and materials furnished heretofore and hereafter by the signer in any and all capacities, and is not only for a particular item against which the signature is affixed.

WITNESS the following signatures and seals this 6 day of March, 2019.

WITNESS:

Latorna B. Vaita

Stephanie G. Marino (SEAL)  
Belair Road Supply

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

RELEASE OF MECHANIC'S LIENS

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In consideration of the sum of \$1.00 in hand paid, receipt whereof is acknowledged, and other benefits accruing to me, I do hereby waive, release and quit-claim a right that I now have or may hereafter have to lien upon the land and improvements above-described, by virtue of the laws of the State wherein said land is situate, or any amendments of said law; and I do further warrant that I have not and will not assign my claim for payment, not my right to perfect a lien against said property, and that I have the right to exercise this waiver and release thereof.

The subscriber of this instrument respectively warrants that all laborers employed by me have been fully paid and that none of such laborers have any claim, demand, or lien against said premises; and further, that no chattel, mortgage, conditional bill of sale or retention of title agreement has been given or executed by the said owner or any general contractor or other party or any of us, for in or in connection with any material, appliances, machinery, fixtures or furnishings placed on or installed in the aforesaid premises.

It is understood and agreed that the signature(s) affixed hereto are for all services rendered, work done and materials furnished heretofore and hereafter by the signer in any and all capacities, and is not only for a particular item against which the signature is affixed.

WITNESS the following signatures and seals this 6<sup>th</sup> day of March, 2019.

WITNESS:

Patricia D. Riley

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

George W. Burris, IV  
\_\_\_\_\_  
George W. Burris, IV  
President  
G and D Services, Inc.  
dba SPRIG

\_\_\_\_\_  
(SEAL)

WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS

DEED OF EASEMENT

THIS EASEMENT, made this \_\_\_\_\_ day of April, in the year 2019, between \_\_\_\_\_ hereinafter called "Grantor" and the COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, hereinafter called "Grantee".

WHEREAS, Grantor is the owner of land located in Worcester County, Maryland, described as \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DEED REFERENCE); and

WHEREAS, Grantee is the governing body of the Mystic Harbour Sanitary Service Area pursuant to the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland; and

WHEREAS, the parties have agreed upon an Easement benefiting Grantee crossing the lands of the Grantor, therein before referred to; and

NOW, THEREFORE, this Easement WITNESSETH:

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants unto Grantee a perpetual easement over, across and through \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as shown on a drawing entitled \_\_\_\_\_ and recorded together herewith for the following purposes:

1. To access the County owned Sewage Pump Station Facility ("Facility") on the referenced property, together with the right to enter upon the land for the purpose of operations and maintenance of the Facility. The Grantee shall have all necessary rights of ingress, egress, and regress over the land of the Grantor as required for the enjoyment of the rights granted herein.
2. Grantor agrees not to place any improvements, including trees or other foliage within ten feet (10') of either side of the center line of this Easement and shall not erect any structures or improvements which would in any way interfere with Grantee's enjoyment of its rights hereunder.

- 3. Grantor covenants that it is seized of and has the right to convey the foregoing Easement and its rights and privileges and agrees that Grantee shall have quiet and peaceful possession, use and enjoyment of the aforesaid Easement, rights and privileges and agrees that this Easement shall be binding upon and inure to the benefit of the Grantor and Grantee and their respective heirs, personal representatives, administrators, successors and assigns.
- 4. The parties agree that the Easement granted in this document shall be described as follows: an Easement for ingress/egress to the County owned Sewage Pump Station Facility and shall be located on the lands referred to above.
- 5. This Easement shall only be amended by a written and recorded instrument signed by the parties or the then current owners of the property and the County.
- 6. This Easement shall be construed in accordance with, and governed by, the laws of the State of Maryland without regard to principles of conflicts of interest. This Easement constitutes the entire understanding and agreement between Grantor and Grantee
- 7. \_\_\_\_\_, Lienholder, joins herein to subordinate its lien to the grant hereof.

WITNESS:

GRANTOR

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

LIENHOLDER

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

GRANTEE

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

DRAFT

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of April, 2019, before me, the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal:

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

Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of April, 2019, before me, the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal:

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

Commission Expires: \_\_\_\_\_

(Acknowledgement for Lienholder)

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of April, 2019, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_ and acknowledged the foregoing instrument to be his or her deed and act in the capacity stated and with full authority to do so.

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

Commission Expires: \_\_\_\_\_

DRAFT

AFFIDAVIT

I HEREBY CERTIFY that the foregoing document was prepared by the "Grantee" or its attorney, licensed to practice in the State of Maryland.

\_\_\_\_\_  
Maureen F.L. Howarth, County Attorney

LEGAL DESCRIPTION  
PUMP STATION PARCEL  
AND  
INGRESS / EGRESS EASEMENT  
SUN TRS FRONTIER, LLC

March 5, 2019

**BEING** all that piece or parcel of land, hereinafter described, situate, lying and being on the Southeasterly side of, but not adjacent to, Stephen Decatur Highway, State Route 611, and being located in Election District No. 3, Worcester County, Maryland, and being a portion of the lands of Sun TRS Frontier, LLC, as recorded among the Land Records for Worcester County, Maryland in Liber 6673, Folio 477, and as shown on a plat entitled "Boundary Survey Plan of a portion of the lands of Sun TRS Frontier, LLC", prepared by Davis, Bowen & Friedel, Inc., dated March 5, 2019; said piece or parcel of land being more particularly described as follows:

**BEGINNING** at a point, said beginning point being the southernmost corner of the Parcel described, said beginning point being coordinated on the Maryland State Grid System as N:233,946.850 feet, E:1,843,778.218 feet; thence;

- 1) running through said Sun TRS lands, the following four courses and distances, North 51 degrees 53 minutes 09 seconds West 62.00 feet to a point, thence running;
- 2) North 40 degrees 13 minutes 08 seconds East 42.00 feet to a point, thence running;
- 3) South 51 degrees 53 minutes 09 seconds East 62.00 feet to a point, thence running;
- 4) South 40 degrees 13 minutes 08 seconds West 42.00 feet to the point and place of beginning;

**CONTAINING** 2,602 square feet of land, more or less.

**TOGETHER WITH** an Ingress/Egress Easement, said Easement being more particularly described as follows:

**BEGINNING** at a point, said beginning point bears North 51 degrees 53 minutes 09 seconds West 20.93 from the end of the third course of said Pump Station Parcel, thence;

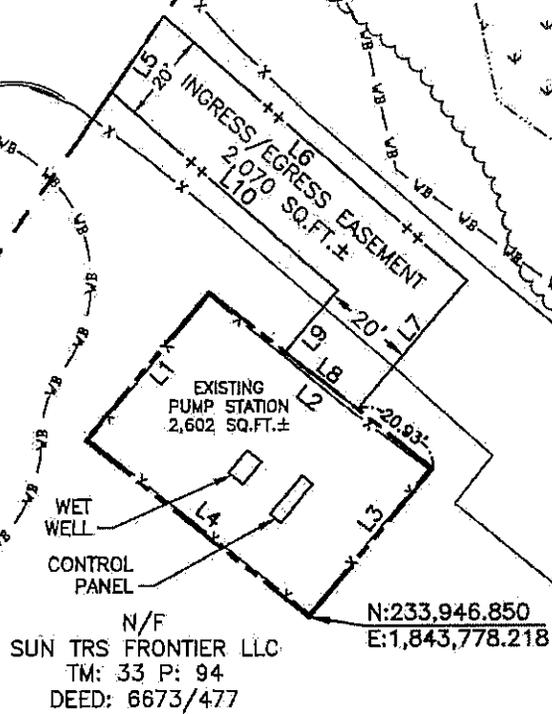
- 1) running by and with said Pump Station Parcel, North 51, degrees 53 minutes 09 seconds 20.02 feet to a point, thence;
- 2) leaving said Pump Station Parcel and running through said Sun TRS lands, the following two courses and distances, North 40 degrees 53 minutes 05 seconds East 17.59 feet to a point, thence running;
- 3) North 49 degrees 06 minutes 55 seconds West 65.44 feet to a point on the Southeasterly right-of-way line of Stephen Decatur Highway, thence;
- 4) leaving said Sun TRS lands and running by and with said Stephen Decatur Highway North 35 degrees 20 minutes 56 seconds East 20.09 to a point, thence;
- 5) leaving said Stephen Decatur Highway and running through said Sun TRS Lands the following two courses and distances South 49 degrees 06 minutes 55 seconds East 87.38 feet to a point, thence running;
- 6) South 40 degrees 53 minutes 05 seconds West 36.62 feet to the point and place of beginning;

**CONTAINING** 2,070 square feet of land, more or less.

S:\2534\2534A001-Frontier Town\LEGAL\2534A001-Pump Station-Legal.doc

NAD 83/91  
MD STATE GRID

STEPHEN DECATUR HIGHWAY  
MD. ROUTE #671



N:233,946.850  
E:1,843,778.218

N/F  
SUN TRS FRONTIER LLC  
TM: 33 P: 94  
DEED: 6673/477

BOUNDARY LINE TABLE

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | N 40°13'08" E | 42.00'   |
| L2   | S 51°53'09" E | 62.00'   |
| L3   | S 40°13'08" W | 42.00'   |
| L4   | N 51°53'09" W | 62.00'   |

EASEMENT LINE TABLE

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L5   | N 35°20'56" E | 20.09'   |
| L6   | S 49°06'55" E | 87.38'   |
| L7   | S 40°53'05" W | 36.62'   |
| L8   | N 51°53'09" W | 20.02'   |
| L9   | N 40°53'05" E | 17.59'   |
| L10  | N 49°06'55" W | 65.44'   |

**LEGEND:**

- RIGHT-OF-WAY LINE
- BOUNDARY LINE
- - - EASEMENT LINE
- - - WETLAND LINE
- WB-WB-WB-WB- WETLAND BUFFER LINE
- X-X- FENCE LINE
- ~~~ TREE LINE

**OWNER'S AND SURVEYOR'S STATEMENT**

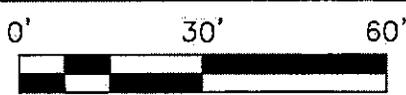


WE STATE THAT THE REQUIREMENTS OF "REAL PROPERTY SECTION 3-108" OF THE ANNOTATED CODE OF MARYLAND, LATEST EDITION, HAS BEEN COMPLIED WITH TO THE BEST OF OUR KNOWLEDGE.

*[Signature]*  
ERIC W. TOLLEY  
PROPERTY LINE SURVEYOR  
MD. NO. 509  
EXP. 2/03/21

02/11/19  
DATE

NAME / TITLE: SUN TRS FRONTIER LLC  
DATE:



**dbf** DAVIS, BOWEN & FRIEDEL, INC. ARCHITECTS ENGINEERS SURVEYORS

SALISBURY, MARYLAND (410) 543-9091  
MILFORD, DELAWARE (302) 424-1441  
EASTON, MARYLAND (410) 770-4744

**BOUNDARY SURVEY PLAN**  
A Portion of the Lands of  
**SUN TRS FRONTIER LLC**  
WEST OCEAN CITY  
THIRD ELECTION DISTRICT  
WORCESTER COUNTY, MARYLAND

Date: 3/5/19 Scale: 1"=30' Proj.No.: 2534A001



January 29, 2019

Sun Communities, Inc.  
Attn: Nicole Lewis  
27777 Franklin Road, Suite 200  
Southfield, MI 48034

Re: Westfield Insurance Company; AM Best Rating: A  
Bond No. 006401W  
Maryland Frontier Town-Sewer Connection

Dear Nicole:

Enclosed is the original executed bond referenced above. Also included is a copy of the bond for your records. Please have the original bond signed prior to filing it with the County Commissioners of Worcester County.

Thank you for allowing us this opportunity to service your surety needs.

Sincerely,

A handwritten signature in black ink that reads 'Amanda C. Webb'.

Amanda C. Webb  
Account Manager  
(503)219-3224 Direct Line  
(503)914-5424 Fax  
awebb@bbnw.com

Enc

BOND  
(With Corporate Surety)

KNOW ALL MEN BY THESE PRESENTS that Sun TRS Frontier LLC, as Principal(s) and Westfield Insurance Company, as Surety are held firmly bound unto the County Commissioners of Worcester County, Maryland for the sum of One Hundred Five Thousand and No/100 Dollars \$105,000.00 for payment of which we bind ourselves, our heirs, personal representatives and successors by these presents for the payment thereof.

The condition of this obligation is such that if the above bound Principal(s) shall in all things well and truly perform and observe all of the covenants, agreements and conditions on their part to be performed and observed as set forth in the attached agreement between Sun TRS Frontier LLC and of the County Commissioners of Worcester County, Maryland dated November 9, 2017 herewith for the Sanitary Sewer Connection located in the development known as Frontier Town, to the satisfaction of the County Commissioners of Worcester County, Maryland to remain in full force and effect for a period not to be less than 60 days from the date of termination as set forth in the agreement attached herewith. Failure to timely complete work specified in said agreement shall result in the forfeiture of the bond and security upon resolution of the County Commissioners.

AS WITNESS the hands and seals and/or corporate names of the parties hereto, all as of this 25th day of January, 2019.

WITNESS:  
Maurice McKinney

Principal  
Sun TRS Frontier LLC  
[Signature]

WITNESS:  
Mekenzi Delmoral  
Mekenzi Delmoral

Surety  
Westfield Insurance Company  
[Signature]  
Amanda C. Webb, Attorney-in-Fact

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT: (Principal)

I HEREBY CERTIFY that on this 26<sup>th</sup> day of January, 2019, before me, a Notary Public in and for the State and County aforesaid, personally appeared

John McLerrand \_\_\_\_\_, Principal(s), known to me (or satisfactory proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged he/she/they executed the same for the purposes therein contained AND FURTHER MADE OATH that he/she/they executed the same in the capacity therein stated and for the purposes therein contained.

AS WITNESS my hand and official seal.

My Commission Expires: May 4, 2019  
CAROL A. THOMAS, Notary Public  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES May 4, 2019  
ACTING IN COUNTY OF Oakland

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT: (Principal)

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State and County aforesaid, personally appeared

\_\_\_\_\_ and \_\_\_\_\_, Principal(s), known to me (or satisfactory proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged he/she/they executed the same for the purposes therein contained AND FURTHER MADE OATH that he/she/they executed the same in the capacity therein stated and for the purposes therein contained.

AS WITNESS my hand and official seal.

Notary Public

My Commission Expires:

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT: (Surety)

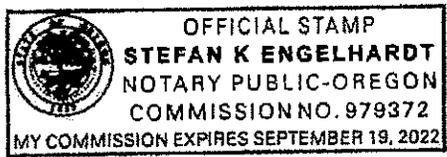
I HEREBY CERTIFY that on this 25<sup>th</sup> day of January, 2019, before me, a Notary Public in and for the State and County aforesaid, personally appeared Amanda C. Webb, Surety(s), known to me (or satisfactory proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged he/she/they executed the same for the purposes therein contained AND FURTHER MADE OATH that he/she/they executed the same in the capacity therein stated and for the purposes therein contained.

AS WITNESS my hand and official seal.

My Commission Expires:

9/19/22

Notary Public S/KE



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/28/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3616922 00

General  
Power  
of Attorney

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**KARL CHOLTUS, AMANDA C. WEBB, BONNIE RIDDLE, SARAH HARREN, NATHAN WONDER, JOINTLY OR SEVERALLY**

of PORTLAND and State of OR its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 28th day of AUGUST A.D., 2017 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 28th day of AUGUST A.D., 2017 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*David A. Kotnik*

David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2017 .



*Frank A. Carrino* Secretary  
Frank A. Carrino, Secretary



11

**Worcester County**  
Department of Environmental Programs

**Memorandum**

---

**To:** Harold L. Higgins, Chief Administrative Officer

**From:** Robert J. Mitchell, LEHS  
Director

**Subject:** **Mystic Harbour Sea Oaks Amendment**  
Request for Reconsideration

**Date:** April 9, 2019

---

We received a letter from the Maryland Department of the Environment (MDE) dated March 18, 2019, disapproving the Sea Oaks Water and Sewerage Plan amendment. This communication followed what County staff believed to be a very productive meeting held March 13, 2019 in Cambridge with MDE staff concerning Mystic Harbour Wastewater Treatment Plant (WWTP) issues. The Commissioners then received an email on March 20<sup>th</sup> from Ms. Kearney, Deputy Director of Water and Science Administration of MDE that the disapproval letter was being held in abeyance and was not binding on the County. MDE staff told us they were reviewing the letter and would be back to the County within the week. On March 29<sup>th</sup> we received an email from Ms. Kearney that the disapproval letter stood. In accordance with the provisions of §9-508(b) of the Environment Article of the Annotated Code of Maryland, the County has the right to request that the Secretary of MDE reconsider the disapproval.

While the discussions at the Cambridge meeting were exclusively focused on Mystic Harbour WWTP compliance issues, disapproval of the amendment has two main subject areas of concern: (1) MDE's perceived inconsistency with the Worcester County Comprehensive Plan based on a letter from the Maryland Department of Planning (MDP) noting that the property is designated as "Green Infrastructure;" and (2) a belief that the Mystic Harbour WWTP facilities are not adequate to provide for safe and sanitary treatment of sewage.

Obviously, we are in disagreement with their stated concerns. The adequacy issues were addressed at the Cambridge meeting and specific matters were subsequently followed up on by County staff with MDE staff through conversations, email exchanges, and correspondence. Further, we disagree with MDE and MDP's apparent conclusion that this amendment is not consistent with the County Comprehensive Plan, which they erroneously believe precludes all development in the Green Infrastructure Land Use Category, and that it does not provide for the orderly expansion of the Mystic Harbour Sewerage System.

Our points are made in the attached letter for reconsideration. As always, I am available at any time for the presentation of this item to the Commissioners.

Attachment:

1. Draft letter

cc: Kelly Shannahan  
Maureen Howarth  
John Tustin  
John Ross  
Ed Tudor

Note: Draft Letter in  
Progress. To be added.

**§ 9-507. County plans — Approval by Department; use of county plans after approval by county governing body.**

(a) *Powers of Department and Secretary.* — When a county governing body submits its proposed county plan or a proposed revision or amendment of its county plan to the Department, the Department may:

- (1) Approve the proposal;
- (2) Disapprove the proposal;
- (3) If the part approved includes all of the required elements of a county plan, approve the proposal in part and disapprove it in part; or
- (4) Modify or take other appropriate action on the proposal.

(b) *Required consultation by Department.* — Before the Department approves or disapproves, in whole or in part, a proposed county plan or a proposed revision or amendment of a county plan, the Department shall submit the proposal:

- (1) To the Department of Natural Resources for advice on natural resources matters;
- (2) To the Department of Planning for advice on the consistency of the proposal with the local master plan and other appropriate matters; and
- (3) To the Department of Agriculture for advice on the impact of water and sewerage service and solid waste facilities on productive or potentially productive agricultural land.

(c) *Review period.* — (1) Except as otherwise provided in this subsection, the Department shall approve, disapprove, or partially approve and partially disapprove each proposed county plan or proposed revision or amendment to a county plan within 90 days after the proposal is submitted to the Department.

(2) For good cause and after notice to the county involved, the Department may extend the 90-day review period of paragraph (1) of this subsection for an additional 90 days.

(d) *Failure of Department to act within review period.* — If the Department does not disapprove, in whole or in part, a proposed county plan or a proposed revision or amendment of a county plan within the review period provided in subsection (c) of this section, the proposal is approved.

(e) *Effect of county plans after adoption by county governing body.* — (1) Before the Department takes any action under subsection (a) of this section, a county may use its proposed county plan or proposed revision or amendment of its county plan at the county's own risk, if the county governing body has adopted the proposed county plan, revision, or amendment.

(2) After the county governing body adopts the proposed county plan, a person shall follow the provisions of that plan except to the extent that the Department modifies or disapproves that plan. (1983, ch. 542, § 2; 1989, ch. 540, § 1; 2000, ch. 209, § 2.)

**University of Baltimore Law Review.** — For article, "Maryland's Growing Pains: The Need for State Regulation," see 16 U. Balt. L. Rev. 201 (1987).

**Quoted** in *Days Cove Reclamation Co. v. Queen Anne's County*, 146 Md. App. 469, 807 A.2d 156 (2002), cert. denied, 372 Md. 431, 813 A.2d 258 (2002).

**Stated** in *County Council v. Maryland Reclamation Assocs.*, 328 Md. 229, 614 A.2d 78 (1992); *Maryland Reclamation Assocs. v.*

*Harford County*, 342 Md. 476, 677 A.2d 567 (1996).

**Cited** in *Holmes v. Maryland Reclamation Assocs.*, 90 Md. App. 120, 600 A.2d 864, cert. dismissed sub nom. *County Council v. Maryland Reclamation Assocs.*, 328 Md. 229, 614 A.2d 78 (1992); *Carroll County Ethics Comm'n v. Lennon*, 119 Md. App. 49, 703 A.2d 1338 (1998); *Appleton Reg'l Cmty. Alliance v. County Comm'rs*, 404 Md. 92, 945 A.2d 648 (2008).

**§ 9-508. County plans — Notice of departmental disapproval; reconsideration of disapproval.**

(a) *Notice of departmental disapproval.* — If the Department disapproves, in whole or in part, a proposed county plan or a proposed revision or amendment of a county plan, the Department shall give the county a written notice of disapproval that states the reasons for disapproval.

(b) *Reconsideration of disapproval of proposed county plan.* — At any time up to 6 months after a county receives the notice of disapproval, the county governing body may ask the Secretary to reconsider the disapproval in accordance with the rules and regulations of the Department. (1983, ch. 542, § 2.)

**University of Baltimore Law Review.** —  
For article, "Maryland's Growing Pains: The  
Need for State Regulation," see 16 U. Balt. L.  
Rev. 201 (1987).

**Kelly Shannahan**

**From:** Virginia Kearney -MDE- <virginia.kearney@maryland.gov>  
**Sent:** Friday, March 29, 2019 9:52 AM  
**To:** commissioners  
**Cc:** Robert Mitchell; Lee Currey -MDE-; Horacio Tablada -MDE-; Michael Pedone -MDE-; Jeffrey Fretwell -MDE-  
**Subject:** Fwd: Sea Oaks Water and Sewerage Plan amendment Denial

This email advises that the denial by the Department of the Water and Sewerage Plan amendment allowing service to the proposed Sea Oaks subdivision from the Mystic Harbour wastewater treatment plant (Resolution 18-23) stands. Should the County wish to submit a request for reconsideration, this may be done within six months of the denial.

Thank you for your patience.

----- Forwarded message -----

**From:** Virginia Kearney -MDE- <virginia.kearney@maryland.gov>  
**Date:** Wed, Mar 20, 2019 at 12:48 PM  
**Subject:** Sea Oaks Water and Sewerage Plan amendment Denial  
**To:** <commissioners@co.worcester.md.us>  
**Cc:** Ben Grumbles -MDE- <ben.grumbles@maryland.gov>, Horacio Tablada -MDE- <horacio.tablada@maryland.gov>, Jeffrey Fretwell -MDE- <jeffrey.fretwell@maryland.gov>, Lee Currey -MDE- <lee.currey@maryland.gov>

This email is to inform you that the Department's letter dated March 18, 2019 is being held in abeyance and is not binding on the County. The Department is reviewing the decision with regard to the denial of the amendment allowing service to the proposed Sea Oaks subdivision from the Mystic Harbour wastewater treatment plant and will communicate back to the County within a week.

Thank you for your patience in this matter.

--  
Ginny Kearney  
Deputy Director, Water and Science Administration  
Maryland Department of the Environment  
410-537-3512

--  
Ginny Kearney  
Deputy Director, Water and Science Administration  
Maryland Department of the Environment  
410-537-3512

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# Maryland

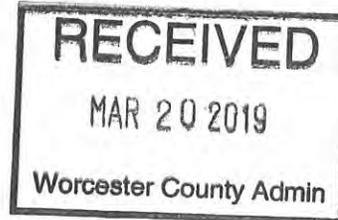
Department of  
the Environment

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

Ben Grumbles, Secretary  
Horacio Tablada, Deputy Secretary

March 18, 2019

The Honorable Diana Purnell  
President, Worcester County Commissioners  
Worcester County Government Center  
1 West Market Street, Room 1103  
Snow Hill, Maryland 21863



Dear President Purnell:

The Maryland Department of the Environment (MDE) has completed its review of the **Mystic Harbour Sanitary Area (Amendment)** to the 1994 Worcester County Comprehensive Water and Sewerage Plan. The Worcester County Commissioners adopted the Amendment on November 20, 2018 through Resolution #18-23. The Amendment revised the Table entitled "Allocation of Sewer EDUs in Mystic Harbour Sanitary Service Area" to reclassify the sewer service designation of a single property (Tax Map 26, Parcel 274, Lot 3A) from S-3 (6 to 10 years) to S-1 (within 2 years) and to assign 63 Equivalent Dwelling Units (EDUs) to the property in order to accommodate a proposed Residential Planned Community of 59 townhomes and 24,000 square-feet of commercial use.

During MDE's review of the Amendment, it was determined that more time was needed for MDE to complete its final review due to the ongoing operational problems and violations at the Mystic Harbour WWTP. The initial review period, set to expire on February 1, 2019, was extended by an additional 45 days.

The proposed Amendment raised two subjects of concern for the Department to consider. First, the Maryland Department of Planning (MDP) advised the Department that the Amendment is not consistent with the Worcester County Comprehensive Plan (see enclosed comments). Specifically, MDP stated the following:

From a land use perspective, the Amendment appears to be inconsistent with the Worcester County Comprehensive Plan (adopted March 7, 2006, as amended on October 5, 2011). The property is designated as "Green Infrastructure" within the Land Use Plan. The *Land Use Chapter* of the Comprehensive Plan identifies the Green Infrastructure land use as "designated to preserve environmentally significant areas and to maintain the environmental functionality of the county's landscape" and indicates the "green infrastructure system is designed to maintain existing resource areas and where absent, create sufficient natural 'corridors' linking larger green hubs. Parks, other public and dedicated private open spaces should be included."  
(Comprehensive Plan, Page 19)

With respect to the *Public Infrastructure Chapter* it appears that this amendment is inconsistent with the Comprehensive Plan. There are no Goals, Objectives or Recommendations within the *Public Infrastructure Chapter* which are supportive of the extension of public sewer into the Green Infrastructure land use.  
(Boyd, page 2)

§9-507(b)(2) of the Environment Article, Annotated Code of Maryland, requires the Department to submit a proposed amendment "to the Department of Planning for advice on the consistency of the proposal with the local master plan and other appropriate matters..." §9-505(a)(1) states that each County Plan shall provide for the orderly expansion and extension of community sewerage systems in a manner consistent with all county and local comprehensive plans. Therefore, as MDP has advised the Department, the proposed Amendment does not meet the requirement of §9-505(a)(1) of the Environment Article to provide for the orderly expansion and extension of the Mystic Harbour sewerage system in a manner consistent with the Worcester County Comprehensive Plan.

With respect to the second subject of concern to the Department, please be advised that the Department acknowledges that the County is working hard to:

- 1) Address operational problems at the WWTP;
- 2) Provide needed equipment and staffing at the WWTP;
- 3) Evaluate the capacity of the conveyance system (including the pumping stations) to accommodate flows from the West Ocean City service area and from the Mystic Harbour service area;
- 4) Install a meter to monitor sewage flows;
- 5) Ensure compliance with the sewage diversion Agreement and MOU with the Town of Ocean City;
- 6) Complete the installation of spray irrigation equipment at the Eagles Landing Golf Course; and to
- 7) Prepare the Nutrient Management Plan for the Eagles Landing Golf Course.

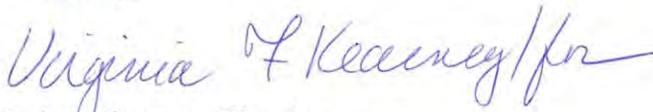
However, at this time the County is not able to ensure that the WWTP facilities, the conveyance system (including the pumping stations), the sewage disposal facilities and the operation of the wastewater treatment processes are adequate to accommodate additional sewage flows or that the County can otherwise provide for safe and sanitary treatment of sewage. §9-505(a)(4) of the Environment Article requires that each County Plan provide "(i) For sewage treatment facilities that are adequate to prevent the discharge of inadequately treated sewage or other liquid waste into any waters; or (ii) [Provide] Otherwise for safe and sanitary treatment of sewage and other liquid waste..."

Therefore, in accordance with §9-507(a) of the Environment Article, Annotated Code of Maryland, the Department hereby disapproves the **Mystic Harbour Sanitary Area Amendment (Resolution #18-23)** for the two reasons stated above. Please be advised that in accordance with Environment Article 9-508(b), at any time up to six months after receiving this disapproval, the County may request the Secretary of the Department to reconsider the disapproval.

The County is encouraged to contact MDP for their guidance in addressing the inconsistency with the County Comprehensive Plan. In addition, the County is encouraged to update the Department on a frequent basis as improvements are made to the operation of the wastewater treatment processes as well as to the treatment facilities, conveyance system and disposal facilities. Finally, the County is reminded that the Worcester County Water and Sewerage Plan update is overdue. The Department has received the County's schedule for updating the Plan and stands ready to work with the County to accomplish this. The Department acknowledges that the County is progressing with updating the Plan.

This action completes MDE's review, as required by §9-507 of the Environment Article, Annotated Code of Maryland. If you need further assistance, please contact Virginia F. Kearney, Deputy Director, at (410) 537-3512, toll-free at (800) 633-6101, or by e-mail at [virginia.kearney@maryland.gov](mailto:virginia.kearney@maryland.gov).

Sincerely,



D. Lee Currey, Director  
Water and Science Administration

Enclosures

cc: Robert Mitchell, Director, Dept. of Environmental Programs, Worcester Co.  
Ed Potetz, Director, Environmental Health, Worcester County Health Dept.  
Charles W. Boyd, Director, Planning Coordination, MDP  
Lynn Angotti, Deputy Counsel, OAG, MDE  
Walid Saffouri, P.E., ECPP, OB, MDE  
Harry Hunsicker, Compliance Program, WSA, MDE  
Sharon Talley, Compliance Program, WSA, MDE  
Ching-Tzone Tien, Ph.D., P.E., Wastewater Permits Program, WSA, MDE  
Yen-Der Cheng, Ph.D., Wastewater Permits Program, WSA, MDE  
Virginia F. Kearney, Deputy Director, WSA, MDE

## **Summary of Proposed Changes to the Worcester County Comprehensive Water and Sewer Plan**

This Amendment changes the Comprehensive Water and Sewer Plan to reclassify the sewer service designation of a single property (Tax Map 26, Parcel 274, Lot 3A) from S-3 (6 to 10 years) to S-1 (within 2 years) and assigns 63 Equivalent Dwelling Units (EDUs) to the property, more specifically, to accommodate a proposed Residential Planned Community of 59 townhomes and 24,000 square-feet of commercial use.

These changes include:

- WSP Table, entitled "Allocation of Sewer EDUs in Mystic Harbour Sanitary Service Area (New Capacity as of 9/18/18)", to reflect the re-allocation of 63 sewer EDUs to the subject property (29 EDUs from the "Infill and Intensification" category, 30 EDUs from the "Vacant or Multi-Lot" category, and 4 EDUs from the "Commercial" category) within Area 1 of the Mystic Harbour Sanitary Sewer Service Area.
- Figure 4-14, entitled "Mystic Harbour Sewer Planning Area New Mystic Capacity- 666 EDUs, Revised Figure M", to reclassify the subject property from S-3 to S-1 and to indicate the property is to be served by "New Capacity - 63 EDUs."

January 2, 2019

Mrs. Janice Outen  
 Maryland Department of the Environment  
 1800 Washington Blvd.  
 Water Quality Infrastructure Program  
 Baltimore, MD 21230

RE: Worcester County – Reclassification of Sewer Planning Area – Mystic Harbour Sanitary Service Area (Resolution 18-23)

Dear Mrs. Outen,

The Maryland Department of Planning (Planning) has reviewed the referenced Worcester County Water and Sewerage Plan amendment pursuant to our mandate to advise the Maryland Department of the Environment on local comprehensive plan consistency and other appropriate matters as required by Environmental Article Section 9-507 (b)(2).

**Summary of the Sewer Amendment Request:**

The Worcester County Water and Sewerage Plan (WSP) amendment reclassifies the sewer service designation of a single property (Tax Map 26, Parcel 274, Lot 3A) from S-3 (6 to 10-years) to S-1 (within 2-years) and assigns 63 Equivalent Dwelling Units (EDUs) to the property. More specifically, to accommodate a proposed Residential Planned Community of 59 townhomes and 24,000 square-feet of commercial use, Resolution 18-23 modifies:

- WSP Table, entitled “Allocation of Sewer EDUs in Mystic Harbour Sanitary Service Area (New Capacity as of 9/18/18)”, to reflect the reallocation of 63 sewer EDUs to the subject property (29 EDUs from the “Infill and Intensification” category, 30 EDUs from the “Vacant or Multi-Lot” category, and 4 EDUs from the “Commercial” category) within Area 1 of the Mystic Harbour Sanitary Sewer Service Area.
- Figure 4-14, entitled “Mystic Harbour Sewer Planning Area New Mystic Capacity – 666 EDUs, Revised Figure M”, to reclassify the subject property from S-3 to S-1 and to indicate the property is to be served by “New Capacity – 666 EDUs”.

63

**Comprehensive Plan Consistency Findings:**

From a land use perspective, the Water and Sewerage Plan amendment for Reclassification of Sewer Planning Area – Mystic Harbour Sanitary Service Area appears to be inconsistent with the Worcester County Comprehensive Plan (adopted March 7, 2006, as amended on October 5, 2011). The property is designated as “Green Infrastructure” within the Land Use Plan. The *Land Use Chapter* of the Comprehensive Plan identifies the Green Infrastructure land use as “designated to preserve environmentally significant areas and to maintain the environmental functionality of the county’s landscape” and indicates the “green infrastructure system is designed to maintain existing resource areas and where absent, create sufficient natural ‘corridors’ linking larger green hubs. Parks, other public and dedicated private open spaces should be included.” (Comprehensive Plan, Page 19). Planning notes that the subject property is currently identified as being S-3 within the WSP; however, this sewer service designation predates the County’s adoption of the current Comprehensive Plan.

With respect to the *Public Infrastructure Chapter* it appears that this amendment is inconsistent with the Comprehensive Plan. There are no Goals, Objectives or Recommendations within the *Public Infrastructure Chapter* which are supportive of the extension of Public sewer into the Green Infrastructure land use. Furthermore, within the “water and sewer” section of this chapter, there is an objective for the County to “[u]pdate the water and sewer plan regularly per State requirements”, which has not occurred. As previously mentioned, had the 24-year-old WSP been updated every 3-years, the WSP would have been updated three (3) times since the adoption of the 2006 Comprehensive Plan, and this subject property (as well as many other properties) would likely have been reclassified to “not planned for sewer service” in recognition of the Comprehensive Plan’s classification of land uses which are not consistent with the provision of public sewer.

**Other Planning Matters:**

The current Worcester County Water and Sewerage Plan, adopted in August of 1994, is well beyond the statutorily required period for a comprehensive update. Due to the many amendments that have taken place over the years, Planning strongly recommends that the County update the Water and Sewerage Plan according to Environment regulations. Planning also recommends that, if the County wishes to serve this property with public sewer, it amend its comprehensive plan to reclassify the land use designation to one accommodating such provision.

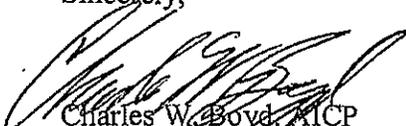
**Priority Funding Area (PFA) Consistency Review Comments:**

Pursuant to Finance and Procurement Article 5-7B-02, local jurisdictions are eligible to receive State financial assistance under certain programs, if the project is located in a Priority Funding Area (PFA).

The property that is the subject of this amendment was locally certified by the County as a PFA; however, the State did not concur with this local certification. As the property lies outside of a 'locally designated growth area' of the county it appears that, subsequent to MDE final approval of this WSP amendment, this property will not be eligible for PFA State concurrence, and therefore will remain as a County Certified PFA (not eligible for State funds) and noted as "PFA Comment Area" on Planning's interactive PFA map.

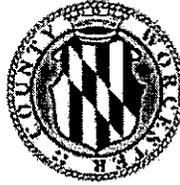
If you have any questions or concerns regarding these comments, please call Keith Lackie at 410-713-3464.

Sincerely,



Charles W. Boyd, AICP  
Director of Planning Coordination

cc: Tracey Gordy, Planning  
Jason Dubow, Planning  
Sylvia Mosser, Planning  
Dan Rosen, Planning  
Keith Lackie, Planning  
Tony Redman, DNR  
Dwight Dotterer, MDA



**Worcester County**  
**DEPARTMENT OF PUBLIC WORKS**

6113 TIMMONS ROAD  
SNOW HILL, MARYLAND 21863

**JOHN H. TUSTIN, P.E.**  
DIRECTOR

**JOHN S. ROSS, P.E.**  
DEPUTY DIRECTOR

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

**DEVISIONS**

**MAINTENANCE**  
TEL: 410-632-3766  
FAX: 410-632-1753

**ROADS**  
TEL: 410-632-2244  
FAX: 410-632-0020

**SOLID WASTE**  
TEL: 410-632-3177  
FAX: 410-632-3088

**FLEET  
MANAGEMENT**  
TEL: 410-632-5675  
FAX: 410-632-1753

**WATER AND  
WASTEWATER**  
TEL: 410-641-5251  
FAX: 410-641-5185

March 22, 2019

D. Lee Currey, Director  
Water and Science Administration  
Maryland Department of the Environment  
Montgomery Park Business Center  
1800 Washington Blvd.  
Baltimore, Maryland 21230

Re: Mystic Harbour WWTP AI#18436 10-DP-2273  
Complaint and Consent Order COP-13-1825

Dear Mr. Currey:

I would like to thank your staff for affording the County the opportunity to meet and discuss the issues relating to regulatory compliance issues of the Mystic Harbour Wastewater Treatment Plant at your Cambridge office on March 13, 2019. The meeting was very informative to all in attendance to help to identify the core operational challenges at this facility.

In response to your letter of February 19, 2019, which arrived at my office on February 25, 2019, the County is required to provide a detailed plan and schedule for the implementation of specific improvements at the plant that will ensure adequate bio solids processing and compliance with all current permitted effluent limits within 30 days of receipt. Considering that the meeting was held on March 13 and one of the issues discussed was the possibility of reopening the Plant's permit, especially in hopes of revising the Nitrogen levels allowed to be discharged, the current request to develop a plan to meet current permitted effluent limits may seem to be unwarranted at this time. I heard only positive feedback to this possibility from your permitting folks.

I would therefore request relief at this time from your request and allow the process of permit review to begin pursuant to COMAR. In said process or at the completion of the permit review process, the County certainly can develop a plan to address any issues. As the County stated at the meeting, we are moving forward with the design on building permanent connections for the portable belt press and are committed to addressing any issues the Plant has. I look forward to working with your staff on this important issue.

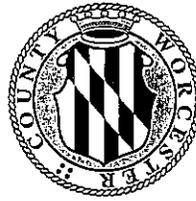
If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "John H. Tustin", with a long horizontal flourish extending to the right.

**John H. Tustin, P.E., Director  
Worcester County Department of Public Works**

**cc: Harold Higgins  
Kelly Shanahan  
Maureen Howarth  
Bob Mitchell  
John Ross  
Virginia Kearney via email  
Lynn Angotti via email  
Janice Outen via email  
Walid Saffouri via email  
Patrick Noyes via email  
Julie Gowe via email  
Yen-Der Cheng via email  
Dr. Tien via email**



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

RECEIVED  
APR 12 2019  
Worcester County Admin

JOHN H. TUSTIN, P.E.  
DIRECTOR

April 4, 2019

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

Ching-Tzone Tien, Ph.D., P.E  
Deputy Program Manager  
Wastewater Permits Program  
Maryland Department of the Environment  
1800 Washington Blvd.  
Baltimore, Maryland 21230

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

DIVISIONS

MAINTENANCE  
TEL: 410-632-3766  
FAX: 410-632-1753

Subject: Mystic Harbour Wastewater Treatment Plant  
Discharge Permit Number 10-DP-2273  
Proposed Permit Revisions

ROADS  
TEL: 410-632-2244  
FAX: 410-632-0020

Dear Dr. Tien;

SOLID WASTE  
TEL: 410-632-3177  
FAX: 410-632-3000

Following up on the discussions from our meeting in Cambridge on March 13, 2019, and our discussions after that meeting, please consider this as Worcester County's formal request to reopen the discharge permit for Mystic Harbour. This request is specifically to modify the following conditions:

FLEET  
MANAGEMENT  
TEL: 410-632-5675  
FAX: 410-632-1753

Proposed Change Number 1:

WATER AND  
WASTEWATER  
TEL: 410-641-5251  
FAX: 410-641-5185

Permit Section

I. Special Conditions:

A.1 Waste and Wastewater Limitations, Outfall 001

Description - Modify the average monthly discharge concentration of Total Nitrogen (TN) from 3 mg/l to 5 mg/l and modify the average monthly flow from 250,000 gallons per day (gpd) to 150,000 gpd.

Discussion - By increasing the permitted monthly effluent concentration in the discharge from 3 to 5 mg/l and at the same time reducing the permitted discharge flow from 250,000 gpd to 150,000 gpd, there is no change to the nutrient loading in the injection well discharge. Additionally, by reducing the permitted discharge flow from 250,000 gpd to 150,000 gpd, the permit encourages the use of land application (spray irrigation) within this service area.

## Proposed Change Number 2:

### Permit Section

#### A.2 Waste and Wastewater Limitations, Outfall 002

Description - Modify the monthly average discharge concentration of Total Nitrogen (TN) from 3 mg/l to 5 mg/l.

Discussion - The *Nutrient Management Guidelines for Golf Courses in Maryland* as prepared by the University of Maryland Turfgrass Technical Update TT-118 from December of 2013 recommends no more than 0.7 pounds of total nitrogen (TN) per 1,000 square feet per application (annually). Therefore, the Eagle's Landing Golf Course with an area of approximately 98 acres (4,268,880 sq ft) should be capable of accepting a maximum of 2,988 lbs TN annually.

The discharge permit currently allows an annual average discharge of 81,000 gpd to be applied to Eagle's Landing Golf Course at a discharge concentration of 3 mg/l TN for a total annual loading of 740 lbs TN. Thus, we are significantly below what is recommended for nutrient management on golf courses. At this level, maintenance of the turf at Eagle's Landing Golf Course will require the application of chemical fertilizers to maintain a healthy turf.

Relaxing the effluent TN concentration to 5 mg/l (the level currently in place at the Riddle Farm Golf Courses) would result in the discharge of 1,233 lbs TN annually. This would still be less than half of the maximum recommended loading and would allow the total discharge volume to be revisited at some point in the future.

Again, this change will strengthen the incentive to discharge by land application where we see the dual benefit of effluent disposal and reduction of the need to add chemical fertilizer to the Eagle Landing's Golf Course.

Proposed Change Number 3:

Permit Section

A.3 Waste and Wastewater Limitations, Outfall 001 and 002

Description - Change the allowable yearly average concentrations of Total Nitrogen, Nitrite Nitrogen, Total Phosphorous (as P), Chloride and Total Dissolved Solids (TDS) to "(1) - Monitoring required without limitation"

Discussion - Total Nitrogen and therefore the other forms (Nitrite, Nitrate and TKN) are closely monitored in the Mystic Harbour plant effluent. Monitoring at the injection wells with a limit ignores environmental factors at the monitoring well sites. This is the reason we are seeing TN violations in monitoring wells where effluent disposal has not occurred.

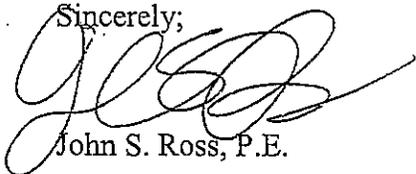
As the monitoring wells are all within several hundred feet of the Sinepuxent Bay, background levels of Chloride and TDS will be naturally high. This is apparent from Monitoring Well Number 6 which is minimally impacted by our groundwater discharge yet sees high levels of Chloride and TDS due to its proximity to and influence from the Sinepuxent Bay.

In March of 2019 the effluent from the Mystic Harbour Wastewater Treatment Plant was tested for Chloride. The effluent Chloride level was 63 mg/l, a level that would be common in an area served by a public water system. There is no process employed at the Mystic Harbour Wastewater Treatment Plant for significant reduction of Chlorides or TDS, therefore, any amount found in the effluent would most likely appear in the plant influent and in the drinking water supply. Any monitoring well results showing high levels of Chloride or TDS would therefore be naturally occurring.

We are aware that the modification of this permit will require public notice and potentially a public hearing. However, we believe these changes will actually encourage greater use of the land disposal of Mystic Harbour plant effluent and a reduction in discharge to the injection wells.

We are available to discuss these issues at your convenience.

Sincerely;



John S. Ross, P.E.

Deputy Director of Public Works

cc: Worcester County Sewer Committee Members



12

**Worcester County**  
Department of Environmental Programs

Memorandum

**To:** Harold L. Higgins, Chief Administrative Officer

**From:** Robert J. Mitchell, LEHS  
Director, Environmental Programs

**Subject:** Grant Agreement  
Oversight of Best Available Technology (BAT) Systems

**Date:** 4/9/19

Attached you will find a grant agreement prepared by the Maryland Department of the Environment (MDE) for administration and enforcement of regulations promulgated by the state for septic systems that utilize best available technology (BAT) for the removal of nitrogen. These regulations established requirements for operation and maintenance of BAT systems for the life of the system. The state is desirous of ensuring that the operation and maintenance of these units is being maintained by the owners.

These grants are part of the state allowance up to 10% of the Bay Restoration Fund (BRF) to be distributed to a local public entity delegated by MDE to cover reasonable costs associated with the implementation of these regulations. These funds would go towards local expenses relating to data entry, owner correspondence, and tracking of required mandatory operation and maintenance of BAT septic systems.

Since the inception of the BRF grant funding in Maryland, the Department of Environmental Programs has managed the local program for MDE. In that time over 300 of these systems, including large flow systems, have been installed in Worcester County. We also managed the pretreatment upgrades in Somerset for two years when their program was without a management entity.

The proposed level of annual funding we would be eligible for is \$35,000.

**Citizens and Government Working Together**

We welcome this potential funding for the local program management effort and will apply these funds wisely to our administrative costs. These duties fall within our overall scope of responsibility as the local Approving Authority for onsite sewage systems. We respectfully request concurrence from the County Commissioners on this agreement so we may implement these new procedures and begin the process of data entry and submittals to claim these funds.

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

Attachment

1. Grant Agreement from MDE

**GRANT AGREEMENT**  
**Regarding Oversight of Best Available Technology (BAT) Systems**

THIS GRANT AGREEMENT (hereafter referred to as “the Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Maryland Department of the Environment (hereafter referred to as “MDE”), acting for and on behalf the State of Maryland (hereafter referred to as the “State”) and **County Commissioners of Worcester County** (hereafter referred to as the “Grantee”), for the benefit of **Worcester County**, Maryland, a body corporate and politic (hereafter referred to as “the County”), acting by and through its Health Officer or another county official authorized to administer and enforce environmental laws (the “County Health Officer”).

RECITALS

WHEREAS, pursuant to Section 1-301 of the Environment Article of the Annotated Code of Maryland, the Secretary of MDE (hereafter referred to as, the “Secretary”) (i) is responsible for carrying out and enforcing the provisions of the Environment Article of the Annotated Code of Maryland and the rules and regulations adopted thereunder, and (ii) may delegate duties, powers and functions to a health officer for a county or to another county official authorized to administer and enforce environmental laws; and

WHEREAS, in accordance with Section 9-1603 of the Environment Article of the Annotated Code of Maryland, the Secretary has authorized the MDE Director of the Water Quality Financing Administration (the “Administration”) to implement Environment Article, Title 9, Subtitle 16 of the Annotated Code of Maryland, and all acts supplemental thereto or amendatory thereof (the “MWQFA Act”); and

WHEREAS, pursuant to Section 9-1605.2 of the MWQFA Act, the State has established the Bay Restoration Fund to provide grants from certain Bay Restoration Fees to provide financial assistance to a local public entity to implement regulations adopted by MDE and codified at Code of Maryland Regulation (COMAR 26.04.02.07) for on-site sewage disposal systems that utilize BAT (as defined herein); and

WHEREAS, the Secretary hereby delegates to the Grantee and the Grantee hereby accepts the delegation of duties, powers and functions of MDE related to oversight of the operations and maintenance of on-site sewage disposal systems that utilize BAT as set forth in this Agreement and MDE has determined to provide financial assistance to the Grantee for the BAT systems located within the boundaries of the County from certain Bay Restoration Fees received by MDE pursuant to Section 9-1605.2 of the MWQFA Act.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, MDE and the Grantee, each intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

“Administration” has the meaning set forth in the Recitals of this Agreement.

“BAT” or “Best Available Technology” means a technology that has been approved by the MDE as a best available technology for removing nitrogen from onsite sewage disposal systems.

“BRF/BAT Program” means the program for financial assistance from certain Bay Restoration Fees established in accordance with Section 9-1605.2 of the Environment Article of the Annotated Code of Maryland (the “Enabling Act”) to implement the regulations codified at Code of Maryland Regulation (COMAR 26.04.02.07) related to the installation, operations and maintenance of on-site sewage disposal systems that utilize the best available technology for the removal of nitrogen.

“Certified Service Provider” means an individual who is certified by the MDE to perform operation and maintenance on BAT systems.

“County” has the meaning set forth in the first paragraph of this Agreement.

“County Health Officer” has the meaning set forth in the first paragraph of this Agreement.

“Enforcement” means, (i) mailing written notice to the property owner of any failure to comply with the operation and maintenance requirements of MDE with respect to the BAT system of the property owner not less than three (3) separate times for each compliance failure, at least one (1) notice must be sent by certified mail and the others by first-class mail, postage prepaid, (ii) if available, imposing any fines or penalties available under the local laws of the County, and (iii) if any compliance failure continues for more than 30 days after the enforcement actions described in (i) and (ii) above have been completed, referral of such compliance failure to MDE for enforcement under the laws of the State.

“Final installation inspection” means the inspection of a fully operational BAT system, including approval of installation and functionality of electrical systems and grading of site location.

“Grantee” has the meaning set forth in the first paragraph of this Agreement.

“Installation date” means the date the BAT system is placed in the ground at the property location.

“MDE” has the meaning set forth in the first paragraph of this Agreement.

“MWQFA Act” has the meaning set forth in the Recitals of this Agreement.

“Secretary” has the meaning set forth in the Recitals of this Agreement.

“Sewage Treatment Unit” means a device designed and constructed to receive sewage and to provide treatment to reduce organic and inorganic matter and includes septic tanks, BAT, aerobic treatment units, or any other approved devices.

“State” has the meaning set forth in the first paragraph of this Agreement.

Section 1.02. Rules of Construction. Unless the context clearly indicates to the contrary, in this Agreement, (i) words importing the singular number include the plural number and words importing the plural number include the singular number, (ii) words of the masculine gender include correlative words of the feminine and neuter genders, and (iii) any reference to a particular Article or Section shall be to such Article or Section of this Agreement.

## ARTICLE II

### AGREEMENT

Section 2.01. Scope of Work. As part of the Grantee’s responsibilities under this Agreement, the Grantee agrees to perform the following:

- (a) Oversight of BAT Systems – The Grantee shall carry out and enforce the regulatory requirements for all BAT systems within the boundaries of the County in accordance with Maryland law and regulations governing BAT systems.
- (b) Pre- BAT Installation – The Grantee shall perform a technical, administrative, and legal review of the location where the BAT system will be installed. The Grantee legal review of the property must demonstrate a reasonable effort by the Grantee to determine that the BAT system is installed within the boundaries of the property, which may include boundaries obtained from a recorded plat or deed, a location survey or any other reasonably reliable source for obtaining property boundaries information. The Grantee shall verify a Maryland certified BAT installer will be present during the BAT installation.
- (c) BAT Installation Inspections – The Grantee shall inspect the installation of all BAT systems. This inspection shall include verifying that (i) the BAT installer is certified, (ii) the BAT is installed, and (iii) the BAT system is installed properly according to all of the manufacturer’s specifications based on confirmations from the installer.

- (d) Data Management – The Grantee accepts responsibility for the entry of all data related to BAT systems required by MDE into the Best Available Technology Management and Network database (BATMN), in accordance with this Agreement. The Grantee shall verify that all required data is entered into the BATMN. The Grantee shall either enter any missing data or require that the installer enter the missing data. The following data shall be entered into the BATMN:
1. The final installation inspection performed by the Grantee shall be entered into the BATMN database within 45 days of performing the inspection.
  2. All subsequent Grantee inspections of BAT systems shall be entered into the BATMN database within 30 days following inspection.
  3. Verify all BAT systems are accurately entered into the BATMN database, even if they were not funded, to track the operation maintenance of those units.
  4. The Grantee shall enter all Bay Restoration Fee funded drain-fields, sewer connections, and holding tanks into the BATMN database within 30 days of installation.
  5. Update the BATMN database, as needed, so the data within the database is accurate.
- (e) Personnel Training – The Grantee shall ensure that appropriate staff members attend training about BAT systems provided by the MDE and other entities.
- (f) Complaint Investigation - The Grantee shall investigate complaints regarding BAT systems in accordance with this Agreement.
- (g) Enforcement – The Grantee shall take compliance/ enforcement action consistent with State and/or County laws and regulations. Violation notices and administrative actions will be technically accurate and legally sound.
- (h) Operation and Maintenance Compliance – The Grantee shall ensure that owners of BAT systems are meeting the COMAR regulations as it pertains to required inspections and the necessary maintenance.
1. For the purposes of this Agreement, MDE will consider a BAT system out of compliance for operation and maintenance once more than 548 days have passed since the date of the most recent BAT service.

2. The compliance rate for the Maryland county controlled by the Grantee will be calculated by MDE as a percentage using the total number of installed BAT systems within the Maryland county as the denominator and the number that are in compliance as the numerator.
  3. MDE will compute the compliance rate semi-annually (Table 2) and provide this information to the Grantee.
  4. MDE will take into consideration special situations where requiring the operation and maintenance of a BAT system is not applicable. These situations may include, but are not limited to foreclosures and vacant properties. The Grantee shall provide a list to MDE of the addresses to be temporarily eliminated from the compliance calculations along with the justification for each site. MDE will review the list and remove all sites with valid justifications from the compliance rate calculations.
  5. The Grantee agrees that not less than 80% of the BAT systems within the Maryland county under its control shall meet the operations and maintenance requirements of this Agreement. If the compliance rate falls below 80%, the Grantee shall submit a comprehensive plan to MDE for approval. This plan must outline specific changes the Grantee will implement to achieve the 80% compliance rate requirement.
- (i) Reporting to MDE – The Grantee shall provide MDE with a quarterly report that includes the BAT system activities completed by the Grantee within the reporting period. The report must be submitted to MDE within 30 days after the end of the quarter and shall include the following:
1. Number of new BAT units installed and installation inspections
  2. On-site inspections performed by the Grantee not associated with new installations.
  3. Number of violations issued by the Grantee.
  4. Narrative of BAT actions the Grantee performed within that quarter.

Section 2.02. Quality Assurance. As part of the Administration's responsibilities under this Agreement, the Administration agrees to perform the following:

- (a) Report Evaluations – MDE will review the quarterly reports submitted by the Grantee to verify compliance with the provisions of this Agreement. MDE will notify the Grantee of deficiencies within 30 days of receiving a quarterly report.

- (b) Field Evaluations – MDE employees may accompany the Grantee on inspections to ensure that the State regulations are being consistently applied across the State. The Grantee shall cooperate with MDE in the performance of this responsibility.
- (c) Meetings – MDE may hold periodic meetings with the Grantee to provide the Grantee with updates on legal and policy issues relating to the BRF/BAT Program. The MDE may require the Grantee to attend performance meetings if MDE determines that the performance of the Grantee under this Agreement, including but not limited to deficiencies in quarterly reporting or lack of compliance with State regulations. The Grantee agrees to attend any meeting so required by MDE.

Section 2.03. Financial Provisions.

- (a) Payment Obligation – Subject to the budget set forth in this Agreement, MDE agrees to provide funding through the Administration to the Grantee for fulfilling the responsibilities of the BRF/BAT Program delegated to the Grantee under this Agreement. The budget details for this Agreement are contained in Appendix A and Table 1 of this Agreement.
- (b) Disbursement Process - Semi-annually, the Grantee shall submit an invoice to the Administration to request payment for work completed under this Agreement. One-half of the total annual grant amount will be available for payment once the first quarter report is submitted to and approved by the Administration. The second half of the total annual grant amount will be available once the third quarter report is submitted to and approved by the Administration. The Administration will pay on behalf of MDE submitted invoices within 30 days of report approval, if the quarterly reports show the Grantee met the minimum requirements in this Agreement.
- (c) Withholdings - Payments of invoices will be withheld if the terms and conditions of this Agreement are not met.
- (d) Funding Contingencies. The State grant assistance to be awarded under this Agreement is contingent upon legislative budget appropriations, the continued existence of funding under the MWQFA Act, availability of State funds, and approval by the Maryland Board of Public Works. Notwithstanding anything stated in this Agreement to the contrary, MDE reserves the right to terminate this Agreement at any time, if funding is unavailable

ARTICLE II

MISCELLANEOUS

Section 3.01. Notices. All notices, requests, objections, waivers, rejections, agreements, approvals, and consents of any kind made pursuant to this Agreement shall be in writing, unless expressly stated otherwise herein. Any such communication shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the respective party at the address specified below

MDE: Maryland Department of the Environment  
1800 Washington Blvd., Suite #515  
Baltimore, Maryland 21230-1718  
Attention: Karl "Eddie" Daniels

Grantee: County Commissioners of Worcester County  
1 West Market St. Room 1306  
Snow Hill, Maryland 21863  
Attention: Robert J. Mitchell

Section 3.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon MDE and the Grantee and their respective successors and assigns.

Section 3.03. Severability. It is understood and agreed by the parties that if any term or provision of this Agreement is held to be illegal or in conflict with Maryland law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Section 3.04. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 3.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

Section 3.06. Captions. The captions or headings in this Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 3.07. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter of this Agreement.

Section 3.08. Amendment of this Agreement. This Agreement, or any part hereof, may be amended from time to time hereafter only by an instrument in writing jointly executed by MDE and the Grantee.

Section 3.09. Term of this Agreement. This Agreement is effective from July 1, 2019 through June 30, 2021, unless earlier terminated as permitted herein.

Section 3.10. Termination. Notice of intention to terminate all or a portion of this Agreement must be given in writing at least 60 days in advance of termination.

Section 3.11. Assignment and Subcontracting. The parties agree that no assignment or transfer of this Agreement, or of any interest in this Agreement, will occur unless both parties agree in writing. The parties agree that no services required under this Agreement may be performed under a subcontract unless both parties agree in writing

Section 3.12. Delegation Not to Relieve Obligations. The delegation by the Grantee of any of the duties described in Section 2.01 shall not relieve the Grantee of any obligations under this Agreement in connection with the oversight of operations and maintenance of the BAT systems under its control.

REMAINDER OF PAGE LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this agreement by causing the same to be signed.

**GRANTEE**

\_\_\_\_\_  
Diana W. Purnell, President  
County Commissioners of Wicomico County

\_\_\_\_\_  
Robert J. Mitchell, Director  
Worcester County Department of Environmental Programs

**MARYLAND DEPARTMENT OF THE ENVIRONMENT**

\_\_\_\_\_  
Tom French  
Director  
Operational Services Administration  
Financing

\_\_\_\_\_  
Terri Wilson  
Director  
Office of Budget and Infrastructure

*Approved as to form and legal sufficiency this*

\_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
*Assistant Attorney General*

**APPENDIX A**

**BUDGET DETAIL**  
Worcester County, Maryland

The Grantee agrees to administer and enforce the Best Available Technology (BAT) laws and regulations for the systems located within the related County.

FUNDING FY2020 – FY2021: up to \$35,000.00

**Annual Funding Formula:**

The funding amount for the Grantee for each County is broken down by County in table 1. The minimum amount available annually for a County under this grant is \$35,000. The maximum grant amount available annually for a County under this grant is \$120,000.



Table 2

### Grant Agreement Timeline

| Date  | Action/ Deadline  |
|-------|---|
| 1-Jul | Start of FY   |
| 1-Oct | MDE calculation of compliance rate.   |
| 1-Nov | The first quarterly report is due (July, Aug, Sept)   |
| 1-Nov | Grantee to invoice MDE for semi-annual payment  |
| 1-Dec | If any previously required quarterly reports under this grant aren't submitted by this date, this semi-annual payment is forfeited. |
| 1-Feb | The second quarter report is due (Oct, Nov, Dec)  |
| 1-Apr | MDE calculation of compliance rate.   |
| 1-May | The third quarter report is due (Jan, Feb, March)   |
| 1-May | Grantee to invoice MDE for semi-annual payment  |
| 1-Jun | If any previously required quarterly reports under this grant aren't submitted by this date, this semi-annual payment is forfeited. |
| 1-Jul | Start of next FY  |
| 1-Aug | The prior FY fourth quarter report is due (April, May, June)  |



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DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863  
TEL: 410-632-1200 / FAX: 410-632-3008  
[www.co.worcester.md.us/drp/drpindex.htm](http://www.co.worcester.md.us/drp/drpindex.htm)

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION

### MEMORANDUM

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** William Bradshaw P.E., County Engineer *WB*  
**DATE:** April 9, 2019  
**SUBJECT:** Worcester County Jail Improvement Project Bancroft Construction  
Change Order #1 for Emergency Fire Pump Power

Please find attached change order 1 for the subject project. This change was initiated based on site conditions of the existing fire pump electrical wiring. The existing power wiring does not meet current code and safety standards. In the current condition, the fire pump may be turned off with the building normal power feed. This change will allow for separate power feeds to both the building and fire pump so in the event of an emergency the building power may be shut off while the fire pump remains powered.

This change is recommended for approval and has been developed in conjunction with both the Fire Marshal and DRP. The change order is \$8,262.00 with Bancroft Construction.

If there are questions please let me know.

Thank you.

attachments  
cc: Donna Bounds, Warden



# AIA Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
Worcester County Detention Center  
HVAC Renovation  
Snow Hill, Maryland

**OWNER:** *(Name and address)*  
County Commissioners of Worcester  
County Maryland  
1 W. Market Street  
Room 1103 Government Center  
Snow Hill, MD 21863

**CONTRACT INFORMATION:**  
Contract For: General Construction  
  
Date: November 12, 2018

**ARCHITECT:** *(Name and address)*  
Gipe Associates, Inc.  
  
8719 Brooks Drive,  
Easton, MD 21601

**CHANGE ORDER INFORMATION:**  
Change Order Number: 001  
  
Date: April 9, 2019

**CONTRACTOR:** *(Name and address)*  
Bancroft Construction Company  
  
1300 Grant Avenue, Suite 101  
Wilmington, Delaware 19806

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

The change order involves fire pump ATS wiring as described in the attached PCO #4. This additional work is an existing issue that the Fire Marshal would like addressed under this project.

|  |                 |
|--|-----------------|
| The original Contract Sum was  | \$ 3,052,000.00 |
| The net change by previously authorized Change Orders                    | \$ 0.00         |
| The Contract Sum prior to this Change Order was                          | \$ 3,052,000.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 8,262.00     |
| The new Contract Sum including this Change Order will be                 | \$ 3,060,262.00 |

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be unchanged.

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Gipe Associates, Inc.

Bancroft Construction Company

County Commissioners of Worcester  
County Maryland

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

David R. Hoffman, President

Eric Butler Project Manager

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE



Tuesday, April 9, 2019

Mr. Dave Hoffman  
Gipe Associates, Inc.  
8719 Brooks Drive  
Easton, MD 21601

RE: Potential Change Order Number - 0004  
Worcester County Detention Center-CWCGC1

Dear Mr. Hoffman,

We have finalized gathering all the required quotations for **PCO Number 0004**, for the following extra work: **Fire Pump ATS Wiring**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs.

**PCO Notes: Owner request for proposal was issued on 3/1/19 for electrical wiring revisions concerning the fire pump and fire pump ATS.**

| Item Number | Description   | Proposed Amount | Company                       |
|-------------|---|-----------------|-------------------------------|
| 0001        | Cost associated with Electrician for Fire Pump ATS wiring changes | \$7,650.00      | Lywood Electric Inc.          |
| 0002        | 8% Mark-Up OH&P   | \$612.00        | Bancroft Construction Company |

**Total Amount \$8,262.00**

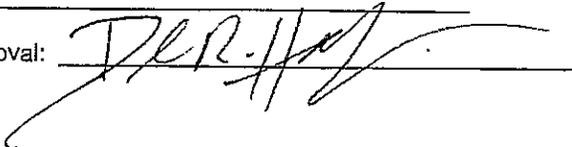
Please forward any comments or concerns within (5) days. If you are in agreement with this change, please sign on the provided *Owner Approval* space and return to my attention. If you have any questions regarding this Change Order Request, please call me at your earliest convenience.

Respectfully,

Eric Butler  
Project Manager  
Bancroft Construction Company

Owner Approval: \_\_\_\_\_

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

Gipe Associates Approval: 

Date: 4/9/19

PCO - 0004

# Change Order Request

C.O.R. # 2018-C0647-0001

G.C. #

Date: 3/30/2019

Project Name: Worcester County Detention Center HVAC Renovation

Project #: 2018-C0647

To: Bancroft Construction Company  
Attn: Eric Butler  
1300 N. Grant Avenue  
Suite 101  
Wilmington, DE 19806

From: Lywood Electric, Inc.  
Sean Toman  
301 Bloomingdale Avenue  
Federalsburg, MD 21632

Phone: (302) 655-3434 Fax:

Phone: (410) 754-8631 Fax: (410) 754-9930

We hereby propose to make the following changes:

Fire Pump Feeder

Scope of Work:

- Pricing is based on FIRE PUMP FEEDER – REV 1.
- Remove (3) 1800A fuses from 2000A switch.
- Provide and install (3) 300A Class L Busmann or equivalent fuses.
- Remove 4 sets of (4-500KCMIL, 1-250KCMIL in 4" conduit) from existing MSB.
- Provide and install (1) 24" x 24" x 6" NEMA1 junction box.
- Remove and re-route 1 set of (4-500KCMIL, 1-250KCMIL in 4" conduit) from existing MSB to new junction box.
- Provide, install, and splice 1 set of (4-350KCMIL, 1-#4 in 3" conduit) from relocated FP-ATS to new junction box.

Breakdown as follows:

Material Added \$6,410

Material Credited \$1,800

=====

Material Total \$4,610

Labor Added \$4,980

Labor Credited \$1,940

=====

Labor Total \$3,040

Change Order Price \$7,650.00

This price is good for 0 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

Sean Toman

3/30/2019

Author

Date Sent



Accepted

The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance



**Gipe Associates, Inc.**  
CONSULTING ENGINEERS

W.O. #:17059

March 1, 2019

Eric Butler  
Bancroft Construction Company  
1300 Grant Avenue, Suite 101  
Wilmington, DE 19806

Project: Worcester County Detention Center HVAC Renovations  
Reference: Proposal Request Number Two

Dear Eric:

Please find enclosed RFP#2 for the Worcester County Detention Center HVAC Renovations. This proposal request involves electrical modifications as shown on the enclosed electrical drawings E5.1 and E4.1 based on Gipe Associates meeting with the Owner and Inspection Agency.

Once we receive your pricing we will review with the Owner and based on the Owner's decisions we will provide further direction.

Very truly yours,

GIPE ASSOCIATES, INC.

David R. Hoffman, P.E., C.P.D.; LEED AP  
President

DRH/sag

Enclosure: RFP#2 and Revised Electrical Drawings E5.1 and E4.1



# AIA®

## Document G709™ – 2018

### Proposal Request

**PROJECT:** *(name and address)*  
Worcester County Detention Center  
HVAC Renovation  
Snow Hill, Maryland

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: December 26, 2018

Architect's Project Number: 17059  
Proposal Request Number: 002  
Proposal Request Date: March 1, 2019

**OWNER:** *(name and address)*  
County Commissioners of Worcester  
County Maryland  
1 W. Market Street  
Room 1103 Government Center  
Snow Hill, MD 21863

**ARCHITECT:** *(name and address)*  
Gipe Associates, Inc.  
8719 Brooks Drive,  
Easton, MD 21601

**CONTRACTOR:** *(name and address)*  
Bancroft Construction Company  
1300 Grant Avenue, Suite 101  
Wilmington, DE 19806

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission.

*(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)*

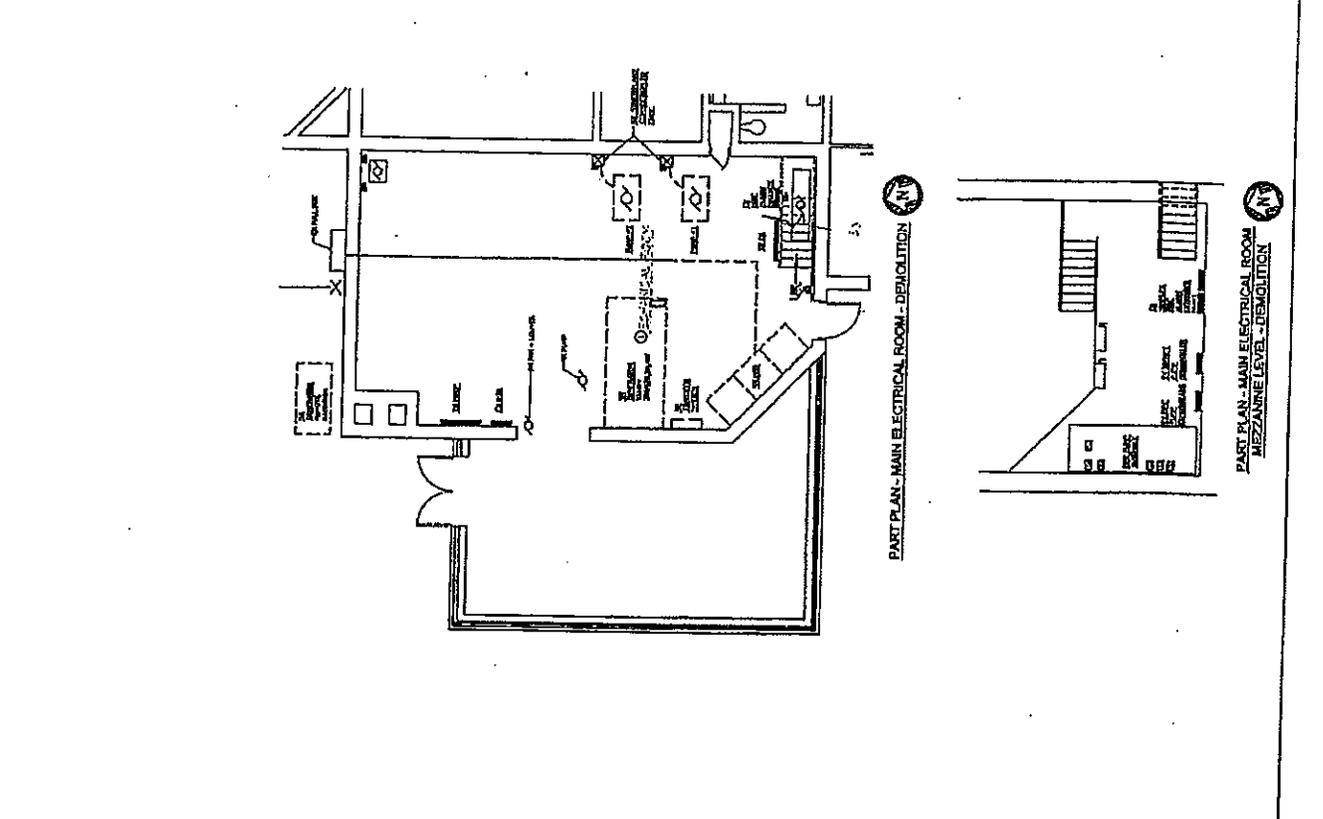
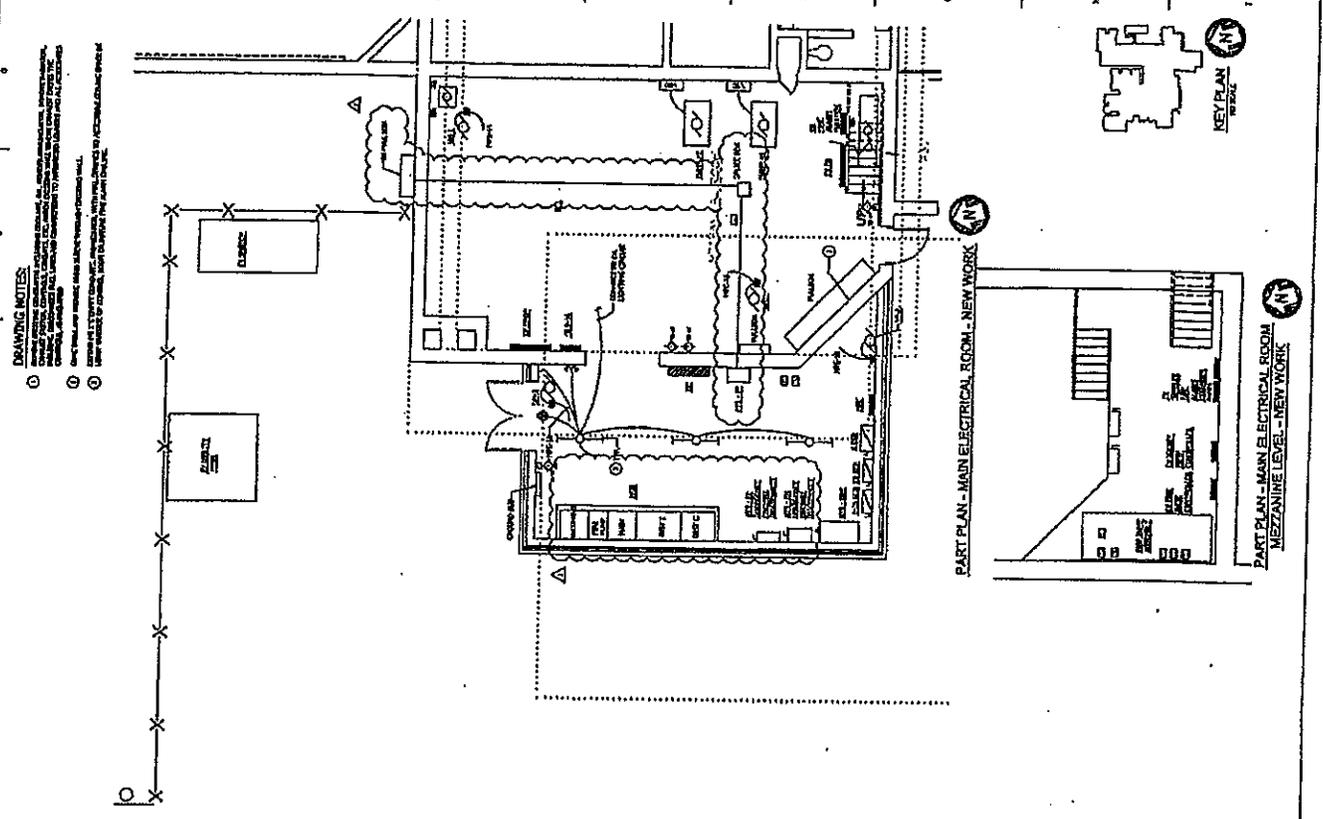
Please provide a proposal according to the changes shown in the attached revised electrical drawings E4.1 and E5.1.

**THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.**

**REQUESTED BY THE ARCHITECT:**

David R. Hoffman, P.E., LEED AP,  
President  
**PRINTED NAME AND TITLE**

|   |  |   |                      |   |             |
|---|--|---|----------------------|---|-------------|
|  <p>City of Worcester<br/>         100 STATE STREET<br/>         WORCESTER, MA 01602<br/>         TEL: 857-847-2000<br/>         FAX: 857-847-2001</p> |  <p>DAVID B. BROWN, P.E.<br/>         100 STATE STREET<br/>         WORCESTER, MA 01602<br/>         TEL: 857-847-2000<br/>         FAX: 857-847-2001</p> | <p>WORCESTER COUNTY DETENTION CENTER<br/>         HVAC RENOVATIONS<br/>         502 JOYNER ROAD<br/>         BOWEN, MASSACHUSETTS 01963</p> | <p>BID DOCUMENTS</p> | <p>PART PLANS<br/>         MAIN ELECTRICAL ROOM</p> | <p>EA.1</p> |
|   |  |   |                      |   |             |



- DRAWING NOTES**
1. ALL NEW WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE 2011 NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
  2. ALL EXISTING WORK SHALL BE REMOVED AND REINSTALLED IN ACCORDANCE WITH THE 2011 NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
  3. ALL DEMOLITION WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LOCAL CODES.

|     |      |          |
|-----|------|----------|
| NO. | DATE | REVISION |
|     |      |          |
|     |      |          |
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|     |      |          |
|     |      |          |

ONE ASSOCIATES, INC.  
 1000 WEST 10TH AVENUE  
 SUITE 100  
 DENVER, COLORADO 80202  
 TEL: 303.733.1100  
 FAX: 303.733.1101



Worcester County Detention Center  
 HVAC Renovations  
 8022 LOVERLAND ROAD  
 WORCESTER, MASSACHUSETTS 01581



PROJECT: HVAC RENOVATIONS  
 DRAWING NO: E5.1  
 DATE: 10/15/01

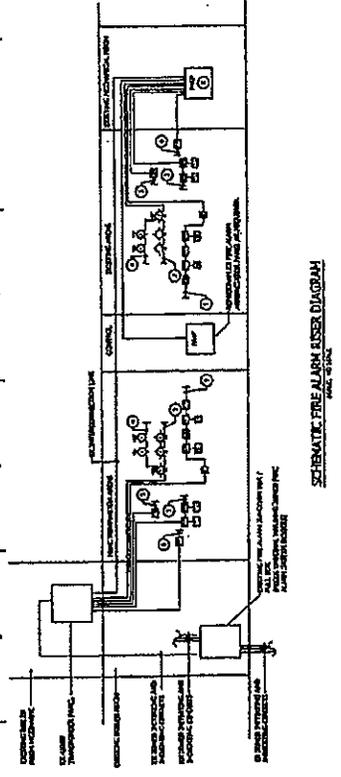
BID DOCUMENTS

ELECTRICAL RISER DIAGRAMS

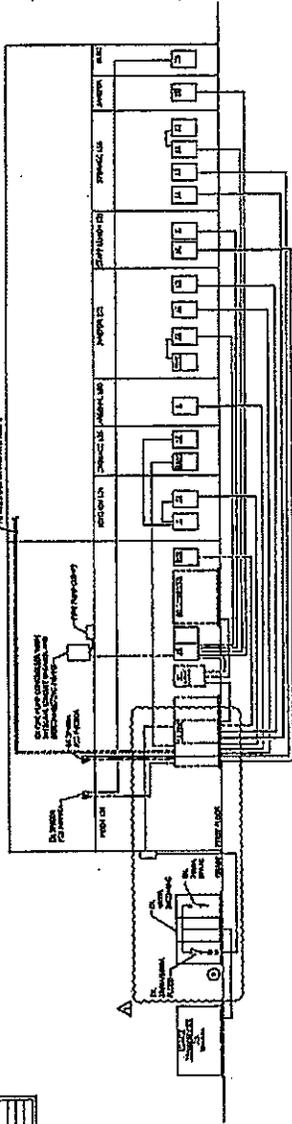
E5.1

- DRAWING NOTES:**
1. TO BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
  2. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
  3. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
  4. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
  5. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
  6. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
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  10. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.

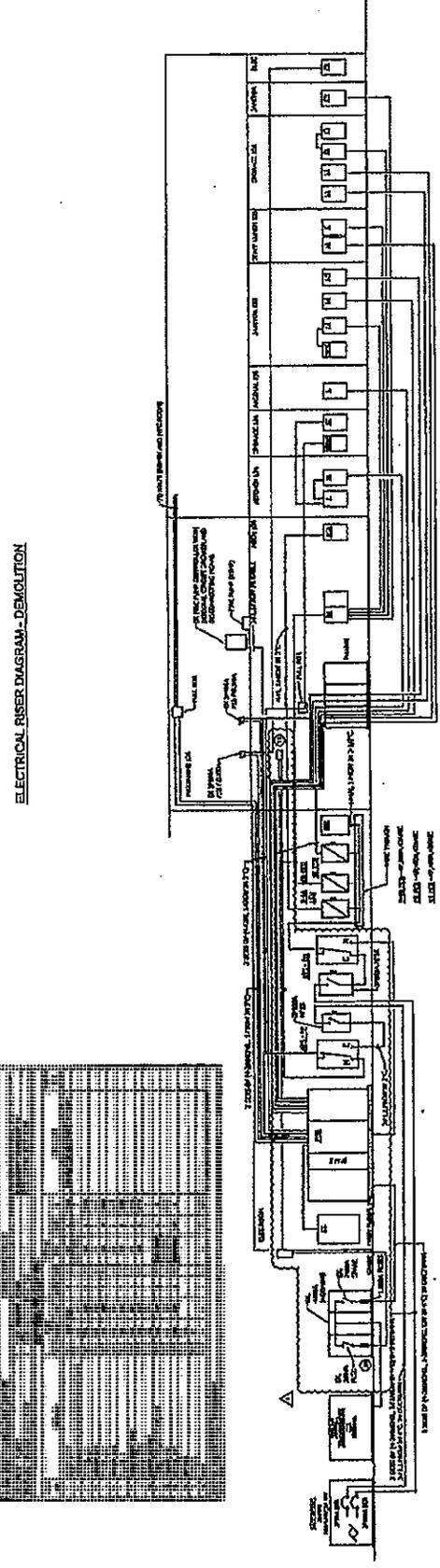
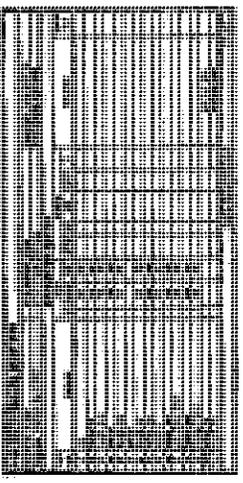
- PROPOSED SEQUENCING OF ELECTRICAL WORK**
1. DEMOLITION OF EXISTING ELECTRICAL SYSTEMS.
  2. INSTALLATION OF NEW ELECTRICAL SYSTEMS.
  3. TESTING AND COMMISSIONING OF NEW ELECTRICAL SYSTEMS.
  4. FINAL INSPECTION AND APPROVAL BY THE LOCAL AUTHORITIES.



| NO. | DESCRIPTION | QUANTITY | UNIT | PRICE | TOTAL |
|-----|-------------|----------|------|-------|-------|
| 1   | ...         | ...      | ...  | ...   | ...   |
| 2   | ...         | ...      | ...  | ...   | ...   |
| 3   | ...         | ...      | ...  | ...   | ...   |
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| 8   | ...         | ...      | ...  | ...   | ...   |
| 9   | ...         | ...      | ...  | ...   | ...   |
| 10  | ...         | ...      | ...  | ...   | ...   |



ELECTRICAL RISER DIAGRAM - DEMOLITION



- ELECTRICAL RISER DIAGRAM - NEW WORK**
1. DEMOLITION OF EXISTING ELECTRICAL SYSTEMS.
  2. INSTALLATION OF NEW ELECTRICAL SYSTEMS.
  3. TESTING AND COMMISSIONING OF NEW ELECTRICAL SYSTEMS.
  4. FINAL INSPECTION AND APPROVAL BY THE LOCAL AUTHORITIES.



14

DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

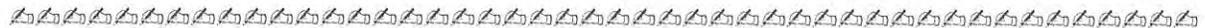
**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863  
TEL: 410-632-1200 / FAX: 410-632-3008  
[www.co.worcester.md.us/drp/drpindex.htm](http://www.co.worcester.md.us/drp/drpindex.htm)  
MEMORANDUM

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Edward A. Tudor, Director of Development Review and Permitting *EAT*  
DATE: April 2, 2019  
RE: Proposed Annexation - Town of Berlin



The Department is in receipt of the attached documentation from the Town of Berlin relative to the proposed annexation and zoning classification of land which is located on the westerly side of North Main Street to the south of US Route 50. The subject property is comprised of five lots which total 6.13 acres. It is shown on Tax Map 25 as Lots 1 and 2 of Parcel 489 and Lots 1, 2 and 3 of Parcel 417. At present these lots are generally used for residential purposes. I would like to offer the following comments regarding this proposal.

At the present time under the County's jurisdiction, the property proposed for annexation is zoned C-2 General Commercial District. The Annexation and Development Agreement, attached to the letter dated March 14, 2019 from David H. Engelhart, Berlin Planning Director, states that the proposed town zoning classification to be assigned to the subject property is B-2.

The governing law with respect to such a request can be found in § 4-416 of the Land Use Article of the Annotated Code of Maryland. This section of the Annotated Code states in part that "(W)without the express approval of the county commissioners or county council of the county in which the municipality is located, for 5 years after an annexation by a municipality, the municipality may not allow development of the annexed land for land uses substantially different than the authorized use, or at a substantially higher density, not exceeding 50%, than could be granted for the proposed development, in accordance with the zoning classification of the county applicable at the time of annexation" and that "...if the county expressly approves, the municipality may place the annexed land in a zoning classification that allows a land use or density different from the land use or density specified in the zoning classification of the county or agency with planning and zoning jurisdiction over the land prior to its annexation applicable at the time of annexation." Since the subject property is neither currently zoned for residential purposes by the County nor proposed to be by the Town, the density issue does not apply. However, the County Commissioners must consider whether the land uses permitted by the Town's proposed zoning classification are substantially different than those allowed by the County's zoning.

The subject property is shown as being within the Existing Developed Area Land Use Category on the Land Use Map associated with the 2006 Comprehensive Plan. With regard to the Existing Developed Area land use category, the Comprehensive Plan states that this category identifies existing residential and other concentrations of development in unincorporated areas and provides for their current development character to be maintained. The Plan furthermore says that in recognition that existing development and neighborhood character is the purpose of this designation, appropriate zoning providing for densities and uses consistent with this character should be instituted. The Comprehensive Plan also states that, not designated as growth areas, these areas should be limited to infill development. Density, height, bulk and site design standards should also be consistent with the EDA's existing character. It is my conclusion that the proposed annexation is consistent with these recommendations of the Comprehensive Plan.

The subject property is currently designated as being within Growth Area 3 in Berlin's Comprehensive Plan and is contiguous to the corporate limits of the town. The site is within an existing, developed commercial corridor, is zoned commercially under the County's jurisdiction and is surrounded by commercially zoned and used properties, many of which have been previously annexed.

As it pertains to zoning classifications on adjacent and nearby properties within the County's jurisdiction, the properties immediately to the south are zoned R-2 Suburban Residential District while those on the easterly side of North Main Street, to the southeast of the subject property, are zoned C-2 General Commercial District. The properties directly opposite North Main Street from the subject property is within the town's jurisdiction, is zoned B-2, and is developed with a commercial office complex. The properties to the west rear and on the north size of US Route 50 are also within the town's jurisdiction and commercially zoned. It is my conclusion that the proposed B-2 zoning classification for the site to be annexed is consistent with existing zoning in the area and does not permit uses which are substantially different than those in the County's zoning classification.

In consideration of the State's Smart Growth initiatives, I conclude that the proposed annexation are consistent with its recommendations relative to growth in areas adjacent to existing municipalities and established growth areas. It is my understanding that numerous properties in proximity to the subject property are within the corporate limits of Berlin. The proposed annexation constitutes a logical extension of just such a growth area and of services, etc.

As noted above, Article 23A prohibits rezoning upon annexation to a zoning classification which permits uses or densities substantially different than those specified in the County's zoning ordinance without the approval of the County Commissioners. Based upon my review, I perceive that the proposed annexation is consistent with the land uses recommended by the Comprehensive Plan and with existing zoning and land use in the area. I furthermore conclude that no action is required on the part of the County Commissioners. \*

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

EAT/phw



# Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811  
Phone 410-641-2770 Fax 410-641-2316  
www.berlinmd.gov



*'America's Coolest Small Town'*

Mr. Edward Tudor, Director

March 14, 2019

Worcester County Department of Development Review and Permitting

One West Market Street, Room 1201

Snow Hill, MD 21863

RE: Berlin annexation request

Dear Ed,

I have enclosed a copy of an annexation request and packet received by the Town of Berlin from Athena Properties, Inc. for two parcels totaling five lots located on MD 818 (North Main Street) which currently lie within the boundaries of Worcester County and are zoned C-2 Commercial for your review and comment.

The Berlin Planning Commission passed a unanimous motion during a public hearing held on March 13, 2019 to recommend the annexation to the Mayor and Council for their approval at a public hearing to be held on a future date.

Please contact me with any questions, concerns, or omissions during your review.

Best regards,

David H. Engelhart

Planning Director



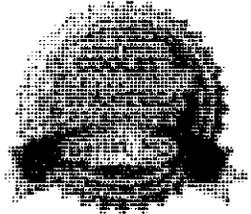
# Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811

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

[www.berlinmd.gov](http://www.berlinmd.gov)

*'America's Coolest Small Town'*



Mayor and Town Council

March 14, 2019

Town of Berlin, MD

10 William Street

Berlin, MD 21811

Mayor and Town Council,

During its meeting of March 13, 2019 the Berlin Planning Commission passed a motion by a 6-0 unanimous vote to recommend to the Mayor and Town Council the annexation request received from Athena Properties, Inc. to annex two parcels known as Worcester County Tax Map No. 25, Parcel 489, and Worcester County Tax Map No. 25, Parcel 417 into the Town Of Berlin boundaries.

The parcels are currently zoned C-2 Commercial by Worcester County and the proposed Berlin zoning will be B-2 Shopping District upon annexation.

Sincerely,

Christopher Denny

Chairman

**ANNEXATION AND DEVELOPMENT AGREEMENT**

**THIS ANNEXATION AND DEVELOPMENT AGREEMENT** (hereinafter “Annexation Agreement”), is made on this \_\_\_\_ day of \_\_\_\_\_, 2019 by the **MAYOR AND COUNCIL OF BERLIN**, a Maryland Municipal Corporation (hereinafter the “Town”) and **ATHENA PROPERTIES, INC.** (hereinafter jointly called “Owner”).

**RECITALS**

The recitals set forth herein, to the extent that they set forth the intentions of, or commitments by the parties, are enforceable provisions of this contract.

A. The Town is a Municipal Corporation authorized to enter into this Annexation Agreement pursuant to the Charter and Code of the Town and of the Annotated Code of Maryland.

B. Owners are the fee simple owners of a certain tract or parcel of land (hereinafter the “annexation property”) which is more particularly described as a tract of land on the southerly side of U.S. Route 50 abutting 10001 Main Street (Parcel 36) and the westerly side of Maryland Route 818 (North Main Street) described in Exhibit “A”.

C. The annexation property is currently designated as a Growth Area within the Comprehensive Plan of the Town of Berlin (Growth Area 3), and is designated as “Existing Developed Area” on the Worcester County Comprehensive Land Use Map (“Map”) and is contiguous to the Corporate Limits of the Town.

D. The Town desires that growth be in accordance with the goals and guiding principles outlined in the Town’s Comprehensive Plan and the impact of such growth is managed for the benefit of the Town and its citizens.

E. The current wastewater treatment plant serving the Town was constructed in 1933, upgraded periodically, with the last upgrade in 2013 to increase capacity and has adequate capacity to serve the Annexation Property (the “Town’s Plant”).

F. Owner has requested annexation of the Annexation Property by the Town so long as certain matters pertaining to its future development are resolved, including without limitation, matters related to planning, zoning, and the future extension of public utilities and services;

G. The Town is willing to accomplish the annexation process, and to submit the Annexation Resolution to a vote by the Town’s Council (the “Council”), and to a referendum of the Town’s citizens, if requested, provided that the Owner agrees to adhere to the goals and guiding principles of the Town’s Comprehensive Plan, and all ordinances and regulations consistent therewith, including any and all agreements which will be required by the Town in connection with any proposed development;

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. Recitals. The preamble and introductory clauses prior hereto are incorporated into this Annexation Agreement is a part hereof, and such provisions accurately reflect the facts therein recited and the intention of the parties.

2. Definitions:

“Sewer EDU” shall mean the equivalent amount of wastewater treatment required to serve one (1) single family home, which is two hundred fifty (250) gpd.

“Water EDU” shall mean the equivalent amount of treated water to serve one (1) single family home, which is two hundred fifty (250) gpd.

“Owner” shall mean the fee simple owner of the Annexation Property, the contract purchaser of the Annexation Property and any of his or their successors, heirs or assigns.

“MGD” shall mean million gallons per day.

“WWTP” shall mean wastewater treatment plant.

“WTP” shall mean water treatment plant.

3. Petition. In order to effectuate the annexation of the Annexation Property, Owner shall execute and submit to the Mayor of the Town Petition for the Annexation (Annexation Petition). The submission of a letter of request will qualify for such Petition. No persons who are eligible to sign a petition and to participate in a referendum election under the provisions of Section 4-403 of the Local Government Article (formerly Article 23A) of the Md. Code Ann. (Corporation – Municipal), live within the area to be annexed. Therefore, pursuant to Md. Code Ann. Local Government Article Subtitle 4, §4-403(b)(2), any person (including an association, the two or more joint owners of jointly-owned property, a firm or corporation) owning real property within the area to be annexed has a right equal to a natural person to sign the Annexation Petition. The Owner constitutes all the persons eligible to sign the Annexation Petition and is the owner of at least twenty-five percent (25%) of the assessed valuation of the property proposed for annexation.

4. Annexation. Upon the presentation of a proper Annexation Petition, in the form of a submission letter, a satisfactory concept plan and the execution of this Annexation Agreement, the Town will introduce an Annexation Resolution for public hearing and consideration in accordance with the procedures required by the Annotated Code of Maryland and the Town Code.

5. Property. The property that is subject to this Annexation Agreement is identified on Exhibit "A" attached hereto and incorporated herein by reference. A Plat of said property is attached hereto and incorporated herein by reference as Exhibit "B".

6. Zoning Upon Annexation.

A. The properties are currently zoned C-2 Commercial under the Worcester County Zoning Code. The Town agrees that with the approval of Worcester County Commissioners (the "Commissioners"), if required by statute, the property shall be designated as a B-2 Zoning Shopping District pursuant to Chapter 108 of the Town Code upon annexation. A copy of said B-2 zoning provision are attached hereto and incorporated herein by reference as Exhibit "C". The parties agree that all existing land uses within the Annexation Property, whether permitted uses, accessory uses, non-conforming uses, or special exception uses, currently made in, or upon the Annexation Property, may continue subject to appropriate zoning regulations.

B. The Annexation Property shall be developed consistent with ordinances adopted by the Town.

7. Development Intentions.

A. Development of the Annexation Property shall be subject to any necessary approvals by the Town's Planning and Zoning Commission and the Mayor and Council as required by law.

B. 1. The property owner will be allocated and pay "ready to serve fees" for five (5) EDU's for the five (5) current lots making up the annexed property. The property owner has advised the property will be utilized for commercial development, with the First Phase estimated to use up to 6 EDU's, to service the property. The Town will assess the property Owner "ready to serve fees" for the number of EDU's needed to support the remainder of the development as they are allocated. Owner acknowledges that the payment of "ready to serve fees" guarantees access to that capacity and facilitates the purchase of EDU's when needed for development. Owner further acknowledges that it understands the "ready to serve" process and has decided not to pay ready to serve fees on EDU's beyond the requested number. Owner recognizes that water capacity may not be available for future development and assumes that risk. After one year of occupancy of the completed project, the Town will review the water usage at the property and adjust the number of EDU's accordingly.

2. Owner may transfer EDU's between properties within the Development. Owner may apply to transfer EDU's from another property outside the development with Mayor and Council approval only if the Town does not have EDU's readily available for purchase

C. As the Owner requests from the town allocation or reservation for any of the projected EDU's or any additional EDU's pursuant to MDE guidelines, Owner shall

be entitled to pay "ready to serve fees" for any such additional EDU's as requested, if they are available; until those additional water or sewer EDU's, if any, shall be utilized for a future purpose on the annexed property. Owner acknowledges and understands the "ready to serve" process and has decided not to pay ready to serve fees beyond the initial five (5) EDU's at this time. Owner recognizes water capacity may not be readily available in the future and understands that risk.

D. Owner agrees that all wells and septic systems will be abandoned or capped consistent with all applicable Federal, State, and County laws and Town Codes within the six (6) months of annexation.

E. Owner acknowledges that EDU allocation agreements must be in place prior to the application for a building permit and will allow adequate time for said process.

8. Further Conditions.

8.1. Sewer and Water Facilities for Commercial Development. The Owner intends to develop the Annexation Property with commercial uses on a phased basis as indicated on the attached concept plan attached hereto as Exhibit "D", and incorporated herein by reference. The First Phase of which is intended to be for a fuel and convenience store where indicated on the Concept Plan attached hereto. Owner recognizes that such development may necessitate infrastructure improvements within the development. It is anticipated, however, that such extensions or improvements will include:

(a) Sanitary Sewer. The Annexation Project shall be served with wastewater from the Town. The municipal sewer line borders the eastern edge of the Annexation Property pursuant to Annexation Resolution Number 2000-01.

(b) Water. The Annexation Property shall be served with treated water from the Town. The municipal water line borders the eastern edge of the Annexation Property pursuant to Annexation Resolution Number 2000-01.

8.2. User Fees. Owner shall be charged all ordinary and standard user fees for water, sewer, impact fees and building permits.

8.3. Traffic study and SHA Approval. Owner agrees to hire a licensed professional engineer to complete a traffic impact study conducted pursuant to the guidelines set forth in the SHA Access Permit Manual, to address appropriate vehicle, bike, and pedestrian access to the Development and to determine the adequacy of the intersection of MD Route 818 and Route 50 to support the development. Owner will provide a copy of the traffic impact study to the Planning director at least two weeks prior to initial concept development plan review meeting with the Planning Commission.

8.4. Design Inclusions. In addition to developing the development consistent with the Town's Comprehensive Plan, the Owner will:

(a) Install Victorian style lighting within the development, subject to the Town's approval.

(b) The development will reflect the Town of Berlin's Victorian style and contain design elements that complement the downtown area, subject to Planning Commission Approval.

(c) The proposed development is projected to include an initial phase with a fuel and convenience store. The ultimate development is intended to be in substantial conformance with the proposed concept plan and the annexed property will be governed by Covenants, Conditions, and Restrictions governing the property. The parties acknowledge that all proposed uses are subject to, site plan approval, existing zoning, and changes due to market conditions.

8.5 Electrical Services. Currently the Town of Berlin lacks the authority from the State of Maryland Public Services Commission to provide electrical service to the area to be annexed. However, the Municipality aspires to have all of its citizens receive and enjoy all of the benefits provided by the Town in an equal and equitable manner. The Municipality proposes to request permission to extend its electrical distribution facilities, subject to agreement with Delmarva Power and/or approval and authorization from the State of Maryland Public Service Commission, and to serve all those undeveloped properties presently being served by Delmarva Power.

8.5.1 Owner and Town agree that the Town is in the process of transferring electric service from Delmarva Power for the Annexation Property. Owner agrees to pay the actual cost for the "Customer Service Change" assessed by Delmarva Power and Light up to Five Thousand Dollars (\$5,000.00) for the property annexed into town. The Town will pay all costs over Five Thousand Dollars (\$5,000.00) if any.

8.5.2 If prior to development, the Town is granted approval to provide electric service to this property, the Owner is responsible for paying the connection and installation of electrical service charges consistent with the town electrical tariff.

8.6. Storm Water Management. Owner agrees to provide Stormwater Management in accordance with all State and municipal regulations for the proposed development. Owner further agrees that if the stormwater is to be used for irrigation, it shall sample the water and provide copies of the test results to the Town upon request.

9. Requirements This Annexation Agreement is contingent in its entirety upon the following conditions precedent:

(a) Submittal of a letter constituting an Annexation Petition and all supporting documents; and

(b) The successful and final annexation of the Annexation Property into the Town. The annexation will not become effective until the referendum periods have expired, and if applicable, all referenda have been resolved in favor of the annexation.

9.1. Either Owner or the Town may declare this Annexation Agreement null and void if the conditions in Paragraph 12.A. do not occur.

10. Public Works Agreement and Bonding.

10.1 Owner acknowledges its obligation to construct any public infrastructure on-site, to accommodate the development of the Annexation Property. Owner recognizes upgrades to conveyance, distribution and transmission systems may be required and agrees to pay for such improvements necessitated by the development as specific in the Public Works Agreement. Owner shall be bound by a Town of Berlin Public Works Agreement and agrees that all public utilities shall be installed within a right of way or dedicated easement and constructed in accordance with Town Standards and applicable regulations.

10.2 The parties acknowledge that all roads and services within the Annexation Property are private including water, sewer, stormwater, streets, sidewalks, and lighting and shall be maintained by the Owner. Owner acknowledges that the Town is not responsible for snow plowing.

10.3 Owner agrees to establish and maintain an escrow account with the Planning Director for standard engineering and staff review fees pursuant to the Town's existing requirements and agreements.

11. Mutual Assistance.

A. The parties shall do all things reasonably necessary or appropriate to carry out and to expedite the terms and provisions of this Annexation Agreement and to aid and assist each other in carrying out the terms and provisions of this Annexation Agreement and the intentions of the parties as reflected by said terms including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Town of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the parties' compliance with the terms and provisions of this Annexation Agreement and as may be necessary to give effect to the terms and objectives of this Annexation Agreement and the intentions of the parties as reflected by said terms.

B. The Owner and the Town agree to promptly execute all permit applications needed by either party for permits or approvals from the Maryland Department of the Environment, the Maryland State Highway Administration, Worcester County, and its various agencies and departments, or any other public or private agencies from whom a permit is required to develop the Annexation Property, provided that such permit applications are prepared

in accordance with applicable rules, regulations, and laws, and the parties each further agree to cooperate in the securing of such permits or approvals from such agencies.

12. Termination of Annexation Agreement:

A. In the event Owner fails to: (i) secure Worcester County Commissioners approval of the requested zoning classification, if needed, (ii) secure Maryland Department of the Environment final approval of an amendment to the Worcester County Comprehensive Water and Sewer plan, if needed, then this Annexation Agreement may be terminated by either the Town or Owner, as the case may be, upon thirty (30) days notice. Notice of termination shall be sent as follows:

To the TOWN to:  
Laura Allen, Town Administrator  
Town of Berlin  
10 William Street  
Berlin, MD 21811

To the OWNERS to:  
Attn: Spiro P. Buas  
Athena Properties, Inc.  
P.O. Box 8  
Ocean City, MD 21843

With Copy to:  
Regan J.R. Smith, Esquire  
Williams, Moore, Shockley & Harrison, LLP  
3509 Coastal Highway  
Ocean City, MD 21842

B. The parties may extend any specified date by mutual written agreement.

13. Enforcement:

A. Unless lawfully terminated or cancelled, the Annexation Agreement shall be enforceable by either party to the Annexation Agreement or any party's successors in interest, in any court of competent jurisdiction, by any appropriate action or suit at law or in equity, to secure the performance of the covenants herein contained. The non-prevailing party shall reimburse the prevailing party in any such action any and all expenses incurred by the prevailing party, including but not limited to, reasonable attorney's fees and court costs, whether or not suit is filed in a court of law.

B. This Annexation Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Maryland.

C. Any enforcement shall be subject to the indemnity provisions of this Annexation Agreement.

14. Prior Matters. This Annexation Agreement is the acknowledgment and ratification of negotiations and dealings between the parties initiated prior to the submission of a Petition for Annexation to be acted upon the Town.

15. Entire Agreement. This Annexation Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Annexation Agreement.

16. Modification.

A. Neither this Annexation Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

B. Amendments to this Annexation Agreement shall become effective immediately upon the written agreement of both parties.

17. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Annexation Agreement.

18. Binding Effect.

A. The terms of this Annexation Agreement shall be binding upon and shall inure to the benefit of the parties, any successor municipal authorities of the Town, successor owners of record of the Annexation Property, and the successors and assigns of the Owner. It is expressly understood and agreed that the Owner may assign his benefits, rights, duties and obligations hereunder either as part of the conveyance of the Annexation Property as an entirety or severally as part of the conveyances of portions of the Annexation Property.

B. No provisions of this Annexation Agreement shall create any third party beneficiary rights or other rights in any person or entity not a party hereto.

C. Nothing herein constitutes approval of a specific project of the Owner or associated fees.

19. Recording. This Annexation Agreement may be recorded among the Land Records of Worcester County at the expense of the recording party.

20. Severability. Should a substantial and material provision of this Annexation Agreement be determined to be invalid by any Court of this State or in violation of

any statute, law or ordinance, then either party may, at its discretion, void the remainder of this Annexation Agreement, with the exception of the duty of Owner to pay all expenses as herein provided.

IN WITNESS WHEREOF, the parties have executed and sealed this Annexation Agreement as of the day and year first above written.

ATTEST:

MAYOR AND COUNCIL OF BERLIN

\_\_\_\_\_  
Elroy Brittingham, Vice President of Council

By: \_\_\_\_\_  
W.G. Williams, III, Mayor

WITNESS:

ATHENA PROPERTIES, INC.

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)  
Spiros P. Buas, President

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Elroy Brittingham, Vice President of Council and W.G. Williams, III, Mayor of the Town of Berlin, Maryland, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained and in the capacities therein stated.

AS WITNESS my hand and Official Seal.

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

My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned officer, a Notary Public of the State and County aforesaid, personally appeared Spiros P. Buas, known to me (or satisfactorily proven) to be the president of Athens Properties, Inc. the person whose name is subscribed to the within instrument and acknowledged that in such capacity that he executed the same for the purposes therein contained.

AS WITNESS my hand and Official Seal.

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

My Commission Expires: \_\_\_\_\_

EXHIBIT A

**9951 Main Street, Berlin, Maryland 21811 – Parcel 0489, Lots 1 & 2** 1 ac. and 1.05 2.05  
Lot 1 Account No. 03-015653; Lot 2 Account No. 03-131475 (Athena Properties, Inc.)

**ALL** those certain lots or parcels of land lying and being situate in the Third Election District of Worcester County, Maryland, located on the Westerly side of and building upon the State Road running from Berlin to Showell, also known as Main Street Extended, North of Berlin, and more particularly described as Lots No. 1 and 2, on the Plat entitled “Lots 1 & 2, Divisions of Lands Owned by Richard W. & Anne Eschenburg, 3<sup>rd</sup> Election District, Worcester County, Maryland” made by Vaughn A. Wimbrow & Associates, in July 1990, and recorded among the Land Records of Worcester County, Maryland, in Plat Book R.H.O. No. 128, folio 1.

**BEING ALL AND THE SAME** property conveyed unto the said Athena Properties, Inc. by Deed dated January 31, 1995, and recorded among the aforesaid Land Records in Liber R.H.O. No. 2132, folio 101, et seq.

**9939 Main Street, Berlin, Maryland 21811 – Parcel 0417, Lot 1** 1 ac.  
Account No. 03-016374 (Athena Properties, Inc.)

**ALL** that lot or parcel of land lying and being situate in the Third Election District of Worcester County, Maryland, described as Lot No. 1 on the Plat entitled “Minor Subdivision Lands of Charles Wheatley Lewis and Ruth Ann Lewis Tax Map 25, Parcel 417”, made by Frank G. Lynch, Jr. & Associates, Inc. dated April, 1999 and revised July, 1999, and recorded among the Land Records of Worcester County, Maryland in Plat Book S.V.H. No. 164, folio 41.

**BEING A PART** of the property conveyed unto the said Athena Properties, Inc. by Deed dated March 11, 2011, and recorded among the aforesaid Land Records in Liber S.V.H. No. 5647, folio 253, et seq.

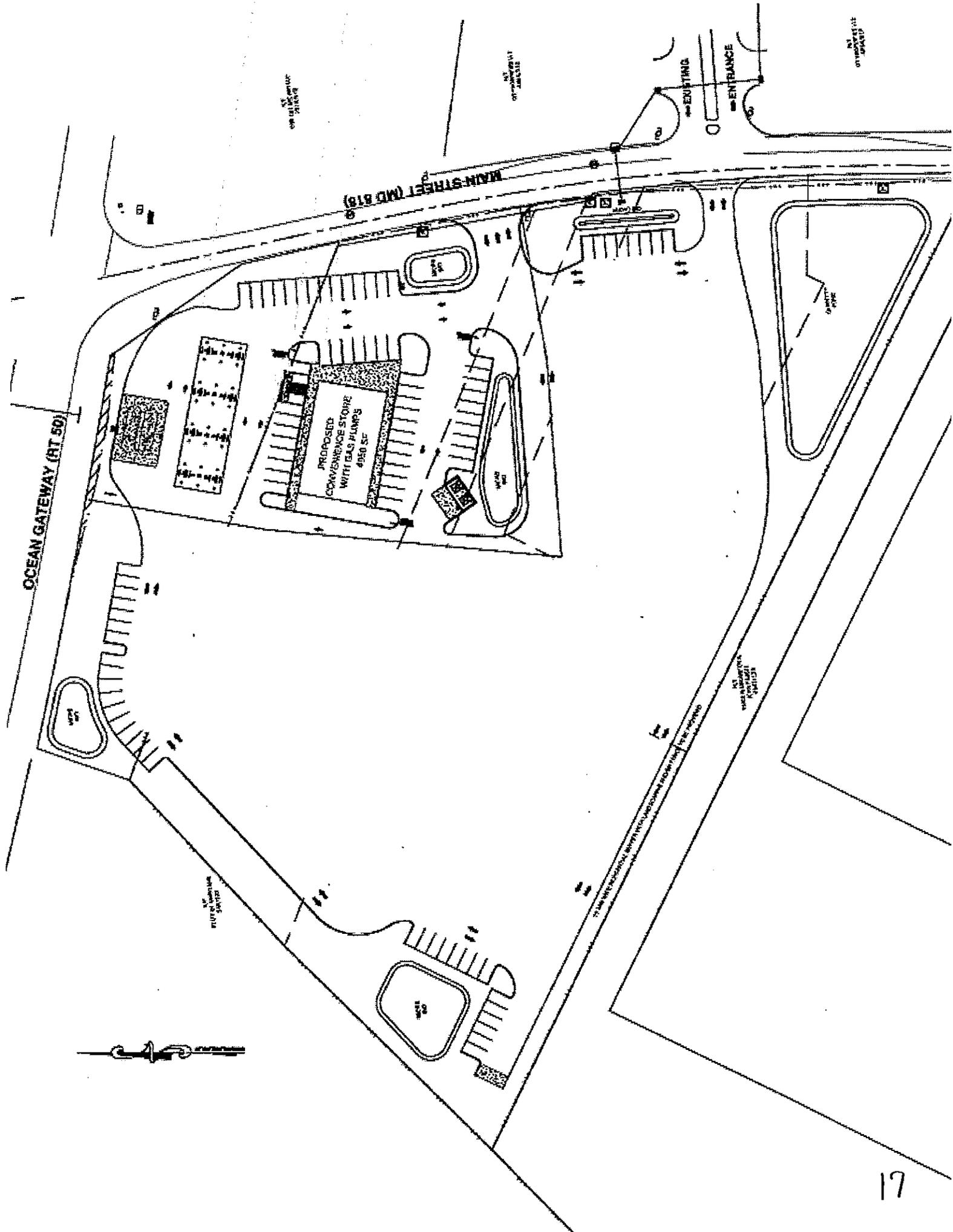
**9937 Main Street, Berlin, Maryland 21811 – Parcel 0417, Lots 2 & 3** 1 ac. and 2.08 acs.  
Lot 2 Account No. 03-148971; Lot 3 Account No. 03-148998 (Athena Properties, Inc.) 3.08 ac

**ALL** those lots or parcels of land lying and being situate in the Third Election District of Worcester County, Maryland, described as Lots Nos. 2 and 3 on the Plat entitled “Minor Subdivision Lands of Charles Wheatley Lewis and Ruth Ann Lewis Tax Map 25, Parcel 417”, made by Frank G. Lynch, Jr. & Associates, Inc. dated April, 1999 and revised July, 1999, and recorded among the Land Records of Worcester County, Maryland in Plat Book S.V.H. No. 164, folio 41.

**BEING A PART** of the property conveyed unto the said Athena Properties, Inc. by Deed dated May 3, 2001, and recorded among the aforesaid Land Records in Liber S.V.H. No. 3037, folio 538, et seq.

6.13 acs. total





OCEAN GATEWAY (RT 50)

MAIN STREET (MD RT 18)

PROPOSED CONVENIENCE STORE WITH FUEL PUMPS 4950 SF

DRIVE THRU

EXISTING

ENTRANCE

NO IMPROVEMENTS REQUIRED

NO IMPROVEMENTS REQUIRED

PLANTATION DRIVE

PLANTATION DRIVE



15

DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863  
TEL: 410-632-1200 / FAX: 410-632-3008  
[www.co.worcester.md.us/drp/drpindex.htm](http://www.co.worcester.md.us/drp/drpindex.htm)

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Edward A. Tudor, Director *EAT*  
DATE: April 4, 2019  
RE: Request for Nuisance Abatement Assistance - 2844 Byrd Road, Pocomoke City -  
Tax Map 84, Parcel 379

\*\*\*\*\*

In accordance with § PH 1-102 of the Public Health Article I am writing to request the County Commissioners' assistance in abating the nuisance conditions on the above referenced property. The nature of the nuisance conditions as observed from the public right-of-way is the uncontrolled growth of grass, weeds and other vegetation, the outdoor storage and accumulation of personal property occupying greater than 100 square feet of land area, and an accumulation of junk vehicles. It is possible that additional conditions may be present but not visible from the property line.

My department has made numerous attempts to have the owner clean up the property. Other departments and agencies have visited the property as well. One ongoing concern has been the proximity of much of the material to the public road. I know that the Sheriff's Office has responded to conduct an assessment of the traveled portion of the roadway to ensure that there were no issues with traffic flow. The property owner has made small efforts over time to clean up the property but the situation always seems to regress.

Should the County Commissioners concur with my request, issue an abatement order and offer the property owner the opportunity to be heard, I suggest that they be given no greater than 30 days to remedy the situation or request the hearing.

I have attached a number of photographs which show just a small portion of the subject property. I'm sure the Sheriff's Office can probably share additional insights relative to the property conditions as well.

If you need any additional information or photographs, please let me know. As always, I will be available to discuss the matter with you and the County Commissioners at your convenience.

Attachment

cc: Jennifer Keener, Zoning Administrator

Lisa Wilkens, Zoning Inspector

## Title PH1

### HEALTH-RELATED NUISANCES

#### SUBTITLE I Environmental Health Hazards

- § PH 1-101. Nuisances.
- § PH 1-102. Abatement of nuisances.
- § PH 1-103. Tattoo establishments.
- § PH 1-104. Junk vehicles.
- § PH 1-105. Smoking in public buildings.
- § PH 1-106. Litter.
- § PH 1-107. Skin penetrating body adornment.
- § PH 1-108. Nightclubs.
- § PH 1-109. Adult-oriented businesses, entertainment, and material.

[HISTORY: Adopted by the Board of County Commissioners of Worcester County 8-25-1981 by Bill No. 81-5 as Title 1 of the Public Health Article of the 1981 Code. Amendments noted where applicable.]

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#### SUBTITLE I Environmental Health Hazards

§ PH 1-101. Nuisances. [Amended 11-10-1987 by Bill No. 87-5; 4-25-1989 by Bill No. 89-2]

(a) Certain conditions to be declared nuisances. The existence of any of the following conditions in the County which are found to be dangerous or prejudicial to the maintenance of property values, health, safety or general welfare of the people of the County by the duly designated County department or official are hereby declared to constitute a public nuisance: [Amended 11-16-2004 by Bill No. 04-11]

(1) The uncontrolled growth of grass, weeds or other rank vegetation, including but not limited to ragweed, poison ivy, poison oak, poison sumac, and all other noxious weeds which are generally known to be either allergenic, a skin irritant, or toxic when ingested, to a height exceeding one foot. [Amended 5-18-2010 by Bill No. 10-4]

A. The above requirement shall not apply where the Department has determined, after an investigation which considers the physical characteristics or actual use of the property or other relevant factors, that the property qualifies as one of the following: properties utilized for a bona fide agricultural purpose, natural wooded areas, stream protection areas, habitat protection areas, steep slope and erodible soil protection areas, stormwater management facilities areas, unimproved areas of more than three acres in size, areas publicly owned and maintained as natural areas, and private open space areas covenanted with the County as recreational areas to be maintained in their natural state. In no case shall noxious weeds as described above be allowed to grow within sixty feet of any property line adjoining an occupied property zoned for residential, commercial or industrial purposes. In addition, the

above requirement shall not apply to wetlands, stream protection areas, habitat protection areas, steep slope and erodible soils protection areas, stormwater management facilities areas and nature study areas. Any uncontrolled growth as described in and subject to the provisions of this section shall be cut to a height not exceeding four inches.

- B. Where it is ascertained that the owner, occupant or person in control of any lot or lands within the County has allowed or maintained on such lot or lands any growth of weeds or other rank vegetation to a height over one foot or that noxious weeds, as defined herein, are growing on lands within the County, written notice shall be served upon the owner, lessee, agent, or tenant having charge of any lot or lands within the County that weeds or other rank vegetation have been allowed to grow to a height exceeding one foot and that such weeds or other vegetation must be cut to a height not exceeding three inches. If the owner or other person having charge of such lands is a nonresident, notice shall be sent by regular United States mail to his address as shown on the tax assessment rolls as maintained by the Maryland Department of Assessment and Taxation. Mailing by regular United States mail shall constitute adequate notice. In addition such notice shall be posted on the lot or lands not less than fifteen days prior to taking any further action and shall contain information describing the nature of the violation, the anticipated corrective action, and whom to contact for further information. If the address of any owner or person having charge of such lot or lands cannot be located after diligent search, posting of such notice on the lot or land shall constitute adequate notice.

- (2) Any accumulation of animal or vegetable matter or manure that is offensive by virtue of odors or vapors or by the inhabitation therein of rats, mice, snakes or vermin of any kind which is or may be dangerous or prejudicial to the public health.

- A. The provisions of this section pertaining to manure shall not apply to legitimate agricultural land use unless said use is immediately adjacent to a residential structure on another lot. In such cases, manure cannot be stored within one hundred feet of the residential structure.

- (3) Any placing, leaving, dumping or accumulation of rubbish, household trash or junk causing or threatening to cause a fire hazard, or causing the inhabitation therein of rats, mice, snakes, or vermin of any kind or the accumulation of stagnant water causing or threatening to cause the breeding of insects which is or may be dangerous or prejudicial to the public health.

- (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.

- (5) The deposit or accumulation of any foul, decaying or putrescent substance or garbage, trash, rubbish or other offensive matter upon the ground surface or in or upon any groundwater, abandoned well, sewage system, bathing area, lake, pond, watercourse, ditch, drain, gutter or tidewater, hole or pit.
- (6) The overflow of any foul liquids or sewage or the escape of any sewage or sewage gas from any privy, cesspool, septic tank, subsurface tile field or any other type of sewage system which is not connected to a municipal sewage system; or any open cesspool or unsafe sewage system. [Amended 7-26-2005 by Bill No. 05-8]
- (7) A toilet or urinal in any public or quasi-public building which is maintained in an unsanitary condition.
- (8) The accumulation or deposit of manure, human feces, garbage, cannery wastes or by-products, feathers and poultry offal, carcasses of animals or any form of filth.
- (9) A polluted or unsafe water system, well or spring or the pollution of any well or spring. [Amended 7-26-2005 by Bill No. 05-8]
- (10) Any premises having an unsafe sewerage system or facility, or that is not provided with a suitable toilet or sanitary privy for all persons gathering, working or living therein. [Amended 7-26-2005 by Bill No. 05-8]
- (11) Any dilapidated, burned-out, fallen-down, ramshackled or decayed structure or remnant thereof which is unattended and uninhabitable or unusable for its intended purpose and is beyond reasonable hope of rehabilitation or restoration. The Commissioners, in making a determination of a nuisance condition under this subsection, shall consider the historical significance of the structure and its danger or potential danger to the public.
- (12) Any unattended and unprotected man-made hole, cave, crater, cavity, pit or pool or similar surface condition which constitutes or has the potential of becoming a hazardous area to the public because of potential for cave-in, subsidence or collapse or because of an accumulation of water.
- (13) The disposition of any animal carcass upon the surface of any land, road or highway.

(14) Such other similar conditions as the County Commissioners may determine to be prejudicial or dangerous to the health or safety of the people of the County or any of the above or similar conditions as may be determined by the County Commissioners to be prejudicial to property values in the County.

(b) Procedure for determination of nuisance.

- (1) The County Commissioners shall, by resolution, designate County departments or officials to investigate, determine the existence of and issue citations for nuisances.
- (2) The County Commissioners or any department or official designated to enforce this Subtitle may require that nuisance complaints be in writing, signed by the complainant and contain such information as may be necessary to locate and investigate the condition.
- (3) No complaint shall be necessary to institute the investigation of a nuisance.
- (4) Departments and officials designated to enforce this Subtitle shall cooperate with each other in sharing information and making investigations.
- (5) The investigating department or official shall, after investigation, determine whether or not a nuisance exists.

(c) Violations.

- (1) Anyone permitting or maintaining a nuisance as determined hereunder shall be guilty of a civil infraction.
- (2) Each day that a nuisance is permitted or maintained shall constitute a separate infraction.
- (3) A property owner of property on which a nuisance exists, as well as the person causing the nuisance, shall be guilty of such civil infraction.
- (4) Nothing in this Subtitle shall prohibit the abatement of a nuisance under any other legal procedure or relieve a person charged with a civil infraction hereunder from liability under any other civil or criminal enactment.

- (d) Notice. In addition to the penalties contained in Subsection (c) hereof, where it has been determined pursuant to Subsection (b)(5) hereof that a nuisance exists, the Department or official making such determination shall cause written notice to be sent to the property owner, as well as the occupant or other person in possession of the property in question, said notice to describe the nature of the nuisance and the actions necessary for correction. Such notice shall be sent by registered mail to the owners address as identified on the tax assessment rolls as maintained by the Maryland Department of Assessment and Taxation. If the address of any owner or person having charge of such lot or lands which is the subject of the nuisance cannot be located after diligent search or if the aforementioned notice by registered mail is not accepted or otherwise not deliverable, posting of such notice on the lot or land shall constitute adequate notice. Such notice shall be posted on the lot or lands not less than seven days prior to taking any further action and shall contain information describing the nature of the violation, the required corrective action,

and whom to contact for further information. [Added 11-16-2004 by Bill No. 04-11;<sup>1</sup> amended 5-18-2010 by Bill No. 10-4]

(e) Applicability.

- (1) This Subtitle shall apply only in the unincorporated areas of Worcester County and shall not apply to any disposal site operated by the County Commissioners or the Worcester County Sanitary Commission.<sup>2</sup>
- (2) This Subtitle shall not apply to any legal, bona fide, recognized agricultural practice, provided that such practice does not constitute a health hazard.

§ PH 1-102. Abatement of nuisances. [Amended 11-10-1987 by Bill No. 87-5; 8-2-1988 by Bill No. 88-6; 4-25-1989 by Bill No. 89-2]

- (a) County Commissioners may abate. The County Commissioners may abate any nuisance so designated under this Subtitle.
- (b) Procedure. Where necessary corrections have not been completed after the notice requirements as contained in § PH 1-101(d) hereof have been fulfilled, any Department or official charged with the enforcement of this subtitle may cause or request abatement of any nuisance condition in accordance with the following: [Amended 11-16-2004 by Bill No. 04-11; 5-18-2010 by Bill No. 10-4]
  - (1) Where the Department has ascertained there to be a violation of the provisions of § PH 1-101(a)(1) hereof and corrective actions have not commenced after notice as provided for in § PH 1-101(d) hereof, the Department may enter upon the premises and cut or otherwise remove the overgrowth of vegetation in accordance with the standards as set forth in § PH 1-101(a) hereof. All costs associated with cutting and or removal of the vegetation, and a service fee, shall be assessed in accordance with a fee schedule established by resolution of the County Commissioners. The Department shall mail a statement of charges promptly upon completion of the corrective action to the owner of the premises. All such statements shall be due and payable within thirty days of mailing and shall bear interest thereafter in the same percentage as a delinquent County tax bill. Any unpaid and delinquent statement shall become a lien upon all real estate and personal property of the subject in the same manner as delinquent taxes and a notation shall be made upon the tax records of the County Finance Officer.
  - (2) For all nuisance conditions which remain uncorrected after notice as provided for in § PH 1-101(d) hereof, other than that described in Subsection (b)(1) hereof, the appropriate Department or official may request abatement of a nuisance.
- (c) Notice, order, hearing. After the receipt of a request as described in Subsection (b)(2) hereof, the County Commissioners shall notify, in writing, the owner of the property on which the nuisance is located, as shown on the tax assessment rolls of the County as

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1. Editor's Note: This bill also redesignated former Subsection (d) as Subsection (e).  
2. Editor's Note: The Sanitary Commission was abolished by Bill No. 93-19.

maintained by the Maryland Department of Assessments and Taxation, as well as the occupant or other person in possession of the property in question, of the request for abatement and shall send to such person an order requiring the prompt abatement of such nuisance within a reasonable time, to be set in such order, which is to take into account the nature of the nuisance. The notice shall afford the owner, occupant or other person in possession of the premises the opportunity to be heard by the County Commissioners within a reasonable time, to be set in such order, which time shall take into account the nature of the nuisance. Such notice shall be sent to the owner's address as shown on the tax assessment rolls of the County as maintained by the Maryland Department of Assessments and Taxation by registered United States mail. If the address of any owner or person having charge of such lot or lands cannot be located after diligent search, or if the aforementioned notice by registered mail is not accepted or otherwise not deliverable, it shall be sufficient to post such notice on the lot or land. Such notice shall be posted on the lot or lands not less than fifteen days prior to taking any further action and shall contain information describing the nature of the violation, the anticipated corrective action, and whom to contact for further information. [Amended 11-16-2004 by Bill No. 04-11; 5-18-2010 by Bill No. 10-4]

(d) Abatement by County.

(1) In the event that such person does not abate any such nuisance as prescribed hereby within the prescribed period of abatement or does not appear before the County Commissioners and have such abatement order rescinded by the County Commissioners within the time prescribed, the County Commissioners may enter upon the premises and cause such condition to be removed or otherwise remedied by such means as the County Commissioners may deem most appropriate and expedient.

(2) Any person, upon receipt of an abatement notice as prescribed by this section, may, at any time up to the date on which such person might have been heard with regard to an order to abate, request the County, in writing, to abate such condition, provided that such request states an affirmative agreement on the part of the requesting party to pay the costs of such removal or abatement.

(e) Cost of abatement. Any actual costs incurred by the County in removing, abating or otherwise remedying any nuisance as herein prescribed, including reasonable attorney's fees, shall be charged to the owner of the land on which the nuisance existed as well as all subjects of the civil infraction citation and shall become a lien upon all real estate and personal property of the subject of the civil infraction citation in the same manner as delinquent taxes. In the case of a condominium or cooperative, the lien shall be upon all of the individual units proportionally. It shall be the duty of the County Finance Officer to mail a statement of such charges to the persons responsible at the address shown on the tax assessment rolls of the County or, in the case of no address on the assessment roll, to the last known address. All such statements shall be due and payable within thirty days from the date of receipt thereof and shall bear interest thereafter in the same percentage as a delinquent County tax bill. In the event that any such statement becomes delinquent, a notation of the delinquency shall be made upon the tax records of the County Finance Officer. [Amended 7-26-2005 by Bill No. 05-8]

- (f) Emergency nuisances. If, upon receipt of a report pursuant to Subsection (b) hereof, the Commissioners determine that a nuisance constitutes an emergency situation presenting a clear and present danger to the health or safety of the public, the Commissioners may abate the nuisance pursuant to Subsection (d) hereof without notice or hearing; provided, however, that the Commissioners shall make a good-faith effort to informally contact the property owner or occupant of the premises or person in possession and provide a reasonable opportunity to be heard. The cost of abatement pursuant to Subsection (e) shall not be assessed against the property owner until after the property owner has been given a notice and a reasonable opportunity to be heard.

**§ PH 1-103. Tattoo establishments. [Added 12-10-1985 by Bill No. 85-4]**

- (a) Legislative intent. The County Commissioners of Worcester County have determined:
- (1) That the coloration of the skin by the aid of needles or any other instruments designed to touch, puncture or penetrate the skin by improperly trained or unsupervised individuals or in unsanitary facilities is dangerous to the health and general welfare of the community.
  - (2) That the puncturing or penetrating of skin area that has rash, pimples, boils, infections or other skin disorders or diseases can cause a spread of the skin disorders or diseases which may result in the communication of such skin disorders or diseases to other persons.
  - (3) That the communication of disease poses a threat to the public health, safety and general welfare.
  - (4) That, in order to protect the public health, safety and general welfare, it is necessary to regulate tattoo establishments.
- (b) Definitions. Unless the particular provision or the context otherwise requires, the definitions and provisions contained in this section shall govern the construction, meaning and application of words and phrases as used in this section.

**CERTIFICATE OF INSPECTION** — The written approval from the Worcester County Health Department, Department of Health and Mental Hygiene of the State of Maryland or their designated representative that the tattooing establishment has been inspected and meets all the requirements of this section relating to physical facilities, equipment and layout for the operation of a tattoo establishment.

**EMPLOYEE** — Any person over eighteen years of age, other than an operator, who renders any service in connection with the operation of a tattoo establishment and receives compensation from the operator of the business or its patrons.

**HEALTH DEPARTMENT** — The Worcester County Health Department, Department of Health and Mental Hygiene of the State of Maryland, or its designated representative.

**OPERATOR** — Any individual, firm, company, corporation or association that owns or operates an establishment where tattooing is performed and any individual who performs or practices the art of tattooing on the person of another.

Real Property Data Search

Search Result for WORCESTER COUNTY

| View Map                          |          | View GroundRent Redemption                     |               |                        | View GroundRent Registration |                      |  |                  |               |
|-----------------------------------|----------|--|---------------|------------------------|------------------------------|----------------------|--|------------------|---------------|
| Tax Exempt:                       |          | Special Tax Recapture:                         |               |                        |                              |                      |  |                  |               |
| Exempt Class:                     |          | NONE   |               |                        |                              |                      |  |                  |               |
| Account Identifier:               |          | District - 01 Account Number - 005162          |               |                        |                              |                      |  |                  |               |
| Owner Information                 |          |  |               |                        |                              |                      |  |                  |               |
| Owner Name:                       |          | WEBB RALPH HARRIS JR & KAREN M BROWN           |               |                        | Use:                         |                      | RESIDENTIAL  |                  |               |
| Mailing Address:                  |          | 2844 BYRD RD<br>POCOMOKE CITY MD<br>21851-2656 |               |                        | Principal Residence:         |                      | YES  |                  |               |
|                                   |          |  |               |                        | Deed Reference:              |                      | /04795/ 00168  |                  |               |
| Location & Structure Information  |          |  |               |                        |                              |                      |  |                  |               |
| Premises Address:                 |          | 2844 BYRD RD<br>POCOMOKE 21851-0000            |               |                        | Legal Description:           |                      | LOT 2 2.14 ACS<br>S/S BYRD ROAD<br>MIN SUB LDS BETTY W<br>LUCH |                  |               |
| Map:                              | Grid:    | Parcel:  | Sub District: | Subdivision:           | Section:                     | Block:               | Lot:   | Assessment Year: | Plat No:      |
| 0084                              | 0010     | 0379   |               | 0000                   |                              |                      | 2  | 2017             | 0210/<br>0007 |
| Special Tax Areas:                |          | Town:  |               |                        | NONE                         |                      |  |                  |               |
|                                   |          | Ad Valorem:                                    |               |                        |                              |                      |  |                  |               |
|                                   |          | Tax Class:                                     |               |                        |                              |                      |  |                  |               |
| Primary Structure Built           |          | Above Grade Living Area                        |               | Finished Basement Area |                              | Property Land Area   |  | County Use       |               |
| 1920                              |          | 1,986 SF                                       |               |                        |                              | 2.0000 AC            |  |                  |               |
| Stories                           | Basement | Type   |               | Exterior               | Full/Half Bath               | Garage               | Last Major Renovation  |                  |               |
| 2                                 | NO       | STANDARD UNIT                                  |               | SIDING                 | 1 full                       | 1 Carport            |  |                  |               |
| Value Information                 |          |  |               |                        |                              |                      |  |                  |               |
|                                   |          | Base Value                                     |               | Value                  |                              | Phase-in Assessments |  |                  |               |
|                                   |          |  |               | As of                  |                              | As of                |  | As of            |               |
|                                   |          |  |               | 01/01/2017             |                              | 07/01/2018           |  | 07/01/2019       |               |
| Land:                             |          | 50,600   |               | 39,500                 |                              |                      |  |                  |               |
| Improvements                      |          | 35,000   |               | 35,000                 |                              |                      |  |                  |               |
| Total:                            |          | 85,600   |               | 74,500                 |                              | 74,500               |  | 74,500           |               |
| Preferential Land:                |          | 0  |               |                        |                              |                      |  | 0                |               |
| Transfer Information              |          |  |               |                        |                              |                      |  |                  |               |
| Seller: LUCH BETTY W              |          | Date: 10/10/2006                               |               |                        | Price: \$127,330             |                      |  |                  |               |
| Type: ARMS LENGTH IMPROVED        |          | Deed1: SVH /04795/ 00168                       |               |                        | Deed2:                       |                      |  |                  |               |
| Seller: HARRISON & ETHEL DENSTON  |          | Date: 09/13/1949                               |               |                        | Price: \$0                   |                      |  |                  |               |
| Type: NON-ARMS LENGTH OTHER       |          | Deed1: CWN /00029/ 00551                       |               |                        | Deed2:                       |                      |  |                  |               |
| Seller:                           |          | Date:  |               |                        | Price:                       |                      |  |                  |               |
| Type:                             |          | Deed1:   |               |                        | Deed2:                       |                      |  |                  |               |
| Exemption Information             |          |  |               |                        |                              |                      |  |                  |               |
| Partial Exempt Assessments:       |          | Class  |               | 07/01/2018             |                              | 07/01/2019           |  |                  |               |
| County:                           |          | 000  |               | 0.00                   |                              |                      |  |                  |               |
| State:                            |          | 000  |               | 0.00                   |                              |                      |  |                  |               |
| Municipal:                        |          | 000  |               | 0.00 0.00              |                              | 0.00 0.00            |  |                  |               |
| Tax Exempt:                       |          | Special Tax Recapture:                         |               |                        |                              |                      |  |                  |               |
| Exempt Class:                     |          | NONE   |               |                        |                              |                      |  |                  |               |
| Homestead Application Information |          |  |               |                        |                              |                      |  |                  |               |









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## Worcester County

Government Center

Department of Human Resources  
One West Market Street, Room 1301  
Snow Hill, Maryland 21863-1213  
410-632-0090  
Fax: 410-632-5614

STACEY E. NORTON  
Human Resources Director  
HOPE CARMEAN  
Benefits Manager  
EDDIE CARMAN  
Risk Manager

KELLY BRINKLEY  
Volunteer Services Manager  
ANN HANKINS  
Human Resources Specialist  
TARA ARMSTRONG  
Office Assistant IV

**To:** Harold Higgins, Chief Administrative Officer  
**From:** Stacey Norton, Human Resources Director *Stacey Norton*  
**Date:** April 9, 2019  
**Subject:** Retiree Insurance Payment Process and Delinquent Accounts

We do not have a policy on how to handle delinquent retiree and retiree dependent(s) insurance payments.

We are recommending the following policy:

All county retiree and retiree dependent(s) insurance payments are due on the 15th of the calendar month for the next calendar month's coverage. If payments are not received in the Human Resources Office by 4:30pm at the end of that calendar month, a written warning of potential cancellation will be mailed at the end of each calendar month that payments are delinquent (for a total of 3 letters). If payments are not received in the Human Resources Office by 4:30pm within 90 days of the due date, the insurance will be cancelled permanently. If the insurance is cancelled due to non-payment of premiums, the retiree/dependent(s) will not be allowed to rejoin the insurance. Those retiree/dependent(s) will be offered COBRA.

A second request is to have insurance premiums deducted from Maryland State Retirement System (MSRS) checks for those eligible retirees and retiree dependent(s) starting July 1, 2019. The current manual process will continue for dependents of deceased retirees that do not receive monthly Maryland State Retirement System (MSRS) retirement checks as well as retirees from the Nationwide retirement program.

With your approval, this new policy will be posted for comments and I will return at the May 7, 2019 meeting for final approval. Once the policy is approved, we will do a home mailing to retiree/dependent(s) notifying them of the new policy and the effective date of the new process with the insurance premiums being deducted from their Maryland State Retirement System monthly retirement check.

Please let me know if you need additional information. Thank you for your consideration.

SUBTITLE III  
Personnel Administration

§ CG 4-301. Personnel system.

- (a) Adoption by resolution. The County Commissioners may, by resolution, adopt a personnel system containing rules and regulations to establish procedures and to guide administrative actions concerning personnel activities and transactions. Said personnel system shall apply to all positions funded in whole or in part by or through the County Commissioners, except those positions covered by other approved personnel regulations and plans, those positions described in § 4-305 herein<sup>1</sup> or such special other positions as may be specifically exempted by the County Commissioners. The administration and enforcement of the personnel system shall be as set forth in the resolution adopting the same or as may be provided by law.
  
- (b) Notice by amendments. Except for such matters affecting the personnel system that may be governed by annual expense budget procedures, any resolution providing for adoption of or amendment to said personnel system shall be posted for at least fifteen days prior to its adoption in the Government Center and such other locations as the County Commissioners may deem necessary and appropriate.

- D. Employees on leave of absence should make application to the State Retirement and Pension System for an approved leave of absence.

**5.03 MEDICAL INSURANCE BENEFITS**

- A. Regular full-time employees are eligible to participate in the County's cost-share insurance programs by paying a percentage of the required insurance premium set by resolution of the County Commissioners. The Commissioners shall pay the remainder of the required premium. Regular part-time and part-time employees are eligible to participate by paying 100% of the insurance premium. Temporary employees are not eligible to participate in the County's insurance program. The program and criteria for eligibility will be explained in detail at the time the employee becomes eligible to join. The County reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable. In the case of a retired employee, dependents may be added after retirement only in case of marriage, birth or adoption. The spouse and dependent children of the retiree enrolled as of the date of retirement are eligible to continue on the group plan after the retiree is deceased.
- B. Employees hired before November 1, 2007, who retire with a minimum of 5 years of Worcester County service and employees hired on or after November 1, 2007, who retire with a minimum of 15 years of Worcester County service under the Maryland State Retirement and Pension System or Worcester County Pension Plan, immediately upon leaving County Service are eligible to continue participation in the health insurance plan by paying a percentage of the required insurance premium set by resolution of the County Commissioners. Employees who are not enrolled in the County's health and prescription drug insurance plan on their last day of County employment are not eligible to enroll after retirement. Once a retiree leaves the County's health and prescription drug insurance plan for any reason, the retiree and/or the retiree's dependents cannot re-enroll in the County's health and prescription drug insurance plan. As long as prescription drug benefits of the Worcester County health and prescription drug insurance plan for retirees over 65 has a greater benefit at a lower cost than Medicare part D, retirees who enroll in Medicare Part D and their dependents are not eligible to participate in the Worcester County health and prescription drug insurance plan.
- C. Upon mutual agreement between the employee and the County, and in accordance with the terms and conditions of the insurance policy, the County may continue health insurance coverage at the employee's expense during an approved unpaid leave of absence other than FMLA leave. COBRA continuation rights may apply in the event coverage is not extended through the County.
- D. Upon an employee's termination from County employment, at the employee's option and expense, the employee may elect to continue County health insurance benefits to the extent provided under COBRA. Continuation rights are not

available if an employee is terminated for "gross misconduct." An administrative handling fee over and above the cost of the insurance premium may be charged the employee or their dependents that elect to exercise their COBRA continuation rights.

- E. County elected officials shall be eligible for cost sharing during the term of their office. Upon leaving office, elected officials may remain in the group plan and qualify for cost-sharing provided (1) they meet any of the criteria established for full-time employees, or (2) they have completed 3 full terms of elected service regardless of age or retirement status. Elected officials who have completed at least one full term of elected office may remain on the group plan for an additional period not to exceed the number of years of elected service provided they pay 100% of premiums.
- F. Transitional Provisions: Members of the Board of License Commissioners, Bingo Board, and Board of Election Supervisors who were appointed to their positions prior to October 1, 1987 shall be eligible for cost-sharing during their term of appointment. Upon expiration of their appointment said officials may continue to be eligible for cost-sharing provided they meet any of the criteria established for regular employees. Should such appointed officials not be eligible they may continue to remain on the group plan for an additional period not to exceed their number of years of appointed service provided they pay 100% of premiums. Any other current, retired or terminated County official or employee who was eligible for participation in any cost-sharing for medical benefits based upon any previous official policy or standard and who is receiving such benefit as of September 1, 1998 may continue to remain on the group plan and be entitled to his present cost-sharing arrangement on a case-by-case basis upon the determination of the County Commissioners that such participation is in accordance with the intent of this Section.

Add new  
Subsections  
Here

**5.04**

**TERM LIFE INSURANCE**

Life insurance coverage may be provided for all regular full-time employees on the first of the month following 6 months of employment until termination of employment or transfer to less than full-time status. Details of the life insurance plan will be provided upon eligibility.

**5.05**

**LONG-TERM DISABILITY INSURANCE**

Long-term disability insurance may be provided to regular full-time employees on the first of the month following 6 months of employment until termination of employment or transfer to less than full-time status. Details of the long-term disability plan will be provided upon eligibility.

**RESOLUTION AMENDING WORCESTER COUNTY GOVERNMENT  
PERSONNEL RULES AND REGULATIONS REGARDING RETIREE MEDICAL  
INSURANCE PAYMENT PROCESS AND DELINQUENT ACCOUNTS**

WHEREAS, Section 4-301 of the County Government Article of the Code of Public Local Laws of Worcester County, Maryland authorizes the County Commissioners to adopt, by Resolution, a personnel system; and

WHEREAS, the County Commissioners comprehensively revised and adopted the current Worcester County Personnel Rules and Regulations on July 3, 2001 and have subsequently adopted amendments as necessary; and

WHEREAS, the County Commissioners determined it necessary and advisable to amend the Worcester County Personnel Rules and Regulations to establish a policy regarding a retiree medical insurance payment process and handling of delinquent accounts.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that new Subsections G. and H. are hereby added to Section 5.03 (Medical Insurance Benefits) to read as follows:

- G. All County retiree and retiree dependent(s) insurance payments are due on the 15th of the calendar month for the next calendar month's coverage. If payments are not received in the Worcester County Human Resources Office by 4:30 pm at the end of that calendar month, a written warning of potential cancellation will be mailed to the last known address of the retiree at the end of each calendar month that payments are delinquent (for a total of up to 3 letters). If payments are not received in the Human Resources Office by 4:30 pm within ninety (90) calendar days of the due date, the insurance will be cancelled permanently. If the insurance is cancelled due to non-payment of premiums, the retiree/dependent(s) will not be allowed to rejoin the insurance. Those retiree/dependent(s) will instead be offered COBRA benefits at their own cost.
  
- H. Beginning July 1, 2019, insurance premiums will automatically be deducted from Maryland State Retirement System (MSRS) checks for those eligible retirees and retiree dependent(s) receiving MSRS retirement checks. The current manual process of collecting insurance premiums by the Human Resources Office will continue for dependents of deceased retirees that do not receive monthly Maryland State Retirement System (MSRS) retirement checks as well as retirees and their dependents covered by the Nationwide retirement program.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

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

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

\_\_\_\_\_  
Joseph M. Mitrecic, Vice President

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

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

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

\_\_\_\_\_  
Theodore J. Elder

\_\_\_\_\_  
Joshua C. Nordstrom

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FAX: 410-632-3131  
E-MAIL: admin@co.worcester.md.us  
WEB: www.co.worcester.md.us



OFFICE OF THE  
COUNTY COMMISSIONERS

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

April 10, 2019

17

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

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

TO: Worcester County Commissioners  
FROM: Karen Hammer, Office Assistant IV  
SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2019

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (4) which have current or upcoming vacancies (6 total). They are as follows: Economic Development Advisory Board (2), Property Tax Assessment Appeal Board (1), (with 3 nominees to Governor for each seat = 6 total nominees), Solid Waste Advisory Committee (2), Water and Sewer Advisory Council - Mystic Harbour (1). I have circled the members whose terms have expired or will expire on each of these boards.

Please note that Ms. Martha Bennett, is waiting for the final approval from Governor Hogan for her nomination to the Property Tax Assessment Appeal Board to fill the vacancy created by Mr. Larry Fry's resignation as a regular member. The Worcester County Property Tax Assessment Appeal Board requires one nomination for the alternate position as Mr. Flater has resigned. The Economic Advisory Board and Kathryn Gordon are seeking to fill two positions, the term ended for Greg Shockley (Mitrecic-Ocean City) and Tom Terry (Bertino-Ocean Pines) resigned. The Solid Waste Advisory Committee has two positions available for nominations, George Dix (Elder) term ended December 2018 and Wendell Purnell (Purnell) passed away May 2018.

Most of these Boards and Commissions specify that current members' terms will expire on December 31<sup>st</sup>. Current members will continue to serve beyond their term until they are either reappointed or a replacement is named. Please consider these reappointments or new appointments during April.

## Pending Board Appointments - By Commissioner

**District 1 - Nordstrom** All District Appointments Received. Thank you!

**District 2 - Purnell** p. 5 - Solid Waste Advisory Committee (Wendell Purnell)

**District 3 - Church** p. 6 -Water & Sewer Advisory Council-Mystic Harbour- Carol Ann Beres - Ocean Reef - 4 year

**District 4 - Elder** p. 5 - Solid Waste Advisory Committee (George Dix) - 4-year

**District 5 - Bertino** p. 3 - Economic Development Advisory Board (Tom Terry) - 4-year

**District 6 - Bunting** All District Appointments Received. Thank you!

**District 7 - Mitrecic** p. 3 - Economic Development Advisory Board (Greg Shockley) - 4-year

### **All Commissioners**

p. 4 - (1) Property Tax Assessment Appeal Board ( Gary M. Flater - alternate-Snow Hill has resigned)  
Currently waiting for the Governor's approval for the nomination of Ms. Martha Bennett. (must submit 3 nominees for each seat to the Governor for his consideration in making these appointments) - 5-year

### **All Commissioners** - (continued)

p. 6 - (1) Water and Sewer Advisory Council - Mystic Harbour ( Carol Ann Beres - Ocean Reef) - 4-year

### **All Commissioners (Awaiting Nominations)**

## ECONOMIC DEVELOPMENT ADVISORY BOARD

Reference: County Commissioners' Resolutions of March 1976, 4/16/85, 9/16/97, 5/4/99 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory  
Provide the County with advice and suggestions concerning the economic development needs of the County; review applications for financing; review Comprehensive Development Plan and Zoning Maps to recommend to Planning Commission appropriate areas for industrial development; review/comment on major economic development projects.

Number/Term: 7/4-Year - Terms expire December 31st

Compensation: \$50 per meeting as expense allowance

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner  
Members may be reappointed

Staff Contact: Economic Development Department - Kathryn Gordon (410-632-3112)

### Current Members:

| <u>Member's Name</u>   | <u>Nominated By</u> | <u>Resides</u>  | <u>Term(s)</u>                 |
|------------------------|---------------------|-----------------|--------------------------------|
| Greg Shockley          | D-7, Mitrecic       | Ocean City      | 14-18                          |
| Natoshia Collick Owens | D-2, Purnell        | Ocean Pines     | *15, 15-19                     |
| Tom Terry              | D-5, Bertino        | Ocean Pines     | 15-19                          |
| Marc Scher             | D-1, Nordstrom      | Pocomoke        | *19-20                         |
| John Glorioso          | D-3, Church         | West Ocean City | 08-12-16, 16-20                |
| Ralph Shockley         | D-4, Elder          | Snow Hill       | *08-09-13-17, 17-21            |
| Robert Fisher          | D-6, Bunting        | Snow Hill       | 87-92-97-01-05-09-13-17, 17-21 |

### Prior Members: Since 1972

|                   |                           |  |
|-------------------|---------------------------|--|
| George Gering     | Mary Humphreys            | Michael Avara (99-03)                  |
| Margaret Quillin  | Theodore Brueckman        | Annette Cropper (00-04)                |
| Robert W. Todd    | Shirley Pilchard          | Billie Laws (91-08)                    |
| Charles Fulton    | W. Leonard Brown          | Anne Taylor (95-08)                    |
| E. Thomas Northam | Charles Nichols (92-97)   | Mary Mackin (04-08)                    |
| Charles Bailey    | Jeff Robbins (97-98)      | Thomas W. Davis, Sr. (99-09)           |
| Terry Blades      | Colleen Smith (94-98)     | Mickey Ashby (00-12)                   |
| Roy Davenport     | Tommy Fitzpatrick (97-99) | Priscilla Pennington-Zytkowicz (09-14) |
| M. Bruce Matthews | John Rogers (92-98)       | Barbara Purnell (08-15)                |
| Barbara Tull      | Jennifer Lynch (98-99)    | Timothy Collins (03-15)                |
| Tawney Krauss     | Don Hastings (92-99)      | Joshua Nordstrom (12-16)               |
| Dr. Francis Ruffo | Jerry Redden (92-00)      | William Sparrow (16-18)                |
| William Smith     | Keith Mason (98-00)       |  |
| Saunders Marshall | Bob Pusey (99-00)         |  |
| Elsie Marshall    | Harold Scrimgeour (00-02) |  |
| Halcolm Bailey    | Scott Savage (98-03)      |  |
| Norman Cathell    | Gabriel Purnell (91-03)   |  |

\* = Appointed to fill an unexpired term

## PROPERTY TAX ASSESSMENT APPEAL BOARD

Reference: Annotated Code of Maryland, Tax-Property Article, §TP 3-102

Appointed by: Governor (From list of 3 nominees submitted by County Commissioners)  
- Nominees must each fill out a resume to be submitted to Governor  
- Nominations to be submitted 3 months before expiration of term

Function: Regulatory  
- Decides on appeals concerning: real property values and assessments, personal property valued by the supervisors, credits for various individuals and groups as established by State law, value of agricultural easements, rejection of applications for property tax exemptions.

Number/Term: 3 regular members, 1 alternate/5-year terms  
Terms Expire June 1st

Compensation: \$15 per hour (maximum \$90 per day), plus travel expenses

Meetings: As Necessary

Special Provisions: Chairman to be designated by Governor

Staff Contact: Department of Assessments & Taxation- Janet Rogers (410-632-1196)  
Ext:112

Current Members:

*Waiting For Governor Hogan's Approval - Martha Bennett*

|                            |             |                     |          |
|----------------------------|-------------|---------------------|----------|
| Larry Fry                  | Ocean Pines | *10-14(alt.), 14-18 | Resigned |
| Gary M. Flater (Alternate) | Snow Hill   | 13-18               | Resigned |
| Arlene C. Page             | Bishopville | 18-23               |          |
| Steven W. Rakow            | Ocean Pines | *19-23              |          |

C) = Chairman

Prior Members: Since 1972

|                             |                                  |
|-----------------------------|----------------------------------|
| Wilford Showell             | Mary Yenney (98-03)              |
| E. Carmel Wilson            | Walter F. Powers (01-04)         |
| Daniel Trimper, III         | Grace C. Purnell (96-04)         |
| William Smith               | George H. Henderson, Jr. (97-06) |
| William Marshall, Jr.       | Joseph A. Calogero (04-09)       |
| Richard G. Stone            | Joan Vetare (04-12)              |
| Milton Laws                 | Howard G. Jenkins (03-18)        |
| W. Earl Timmons             | Robert D. Rose (*06-17)          |
| Hugh Cropper                |                                  |
| Lloyd Lewis                 |                                  |
| Ann Granados                |                                  |
| John Spurling               |                                  |
| Robert N. McIntyre          |                                  |
| William H. Mitchell (96-98) |                                  |
| Delores W. Groves (96-99)   |                                  |

\* = Appointed to fill an unexpired term

Updated: February 19, 2019  
Printed: April 10, 2019

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## SOLID WASTE ADVISORY COMMITTEE

Reference: County Commissioners' Resolution 5/17/94 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory  
Review and comment on Solid Waste Management Plan, Recycling Plan, plans for solid waste disposal sites/facilities, plans for closeout of landfills, and to make recommendations on tipping fees.

Number/Term: 11/4-year terms; Terms expire December 31st.

Compensation: \$50 per meeting expense allowance, subject to annual appropriation

Meetings: At least quarterly

Special Provisions: One member nominated by each County Commissioner; and one member appointed by County Commissioners upon nomination from each of the four incorporated towns.

Staff Support: Solid Waste - Solid Waste Superintendent - Mike Mitchell - (410-632-3177)  
Solid Waste - Recycling Coordinator - Mike McClung - (410-632-3177)  
Department of Public Works - John Tustin - (410-632-5623)

### Current Members:

| Member's Name   | Nominated By          | Resides     | Years of Term(s)   |
|-----------------|-----------------------|-------------|--------------------|
| George Dix      | D-4, Elder            | Snow Hill   | *10-10-14, 14-18   |
| Mike Poole      | D-6, Bunting          | Bishopville | 11-15, 15-19       |
| Michael Pruitt  | Town of Snow Hill     |             | *15, 15-19         |
| Bob Augustine   | D-3, Church           | Berlin      | 16-20              |
| Granville Jones | D-7, Mitrecic         | Berlin      | *15-16, 16-20      |
| George Tasker   | Town of Pocomoke City |             | *15-16, 16-20      |
| Wendell Purnell | D-2, Purnell          | Berlin      | 97-09-13-17, 17-21 |
| Jamey Latchum   | Town of Berlin        |             | *17, 17-21         |
| Steve Brown     | Town of Ocean City    |             | *10-13-17, 17-21   |
| George Linvill  | D-1, Nordstrom        | Pocomoke    | 14-18, 18-22       |
| James Rosenberg | D-5, Bertino          | Ocean Pines | *06-10-14-18,18-22 |

*deceased*

### Prior Members: (Since 1994)

|                                   |                             |                            |
|-----------------------------------|-----------------------------|----------------------------|
| Ron Cascio (94-96)                | Richard Malone (94-01)      | John C. Dorman (07-10)     |
| Roger Vacovsky, Jr. (94-96)       | William McDermott (98-03)   | Robert Hawkins (94-11)     |
| Lila Hackim (95-97)               | Fred Joyner (99-03)         | Victor Beard (97-11)       |
| Raymond Jackson (94-97)           | Hugh McFadden (98-05)       | Mike Gibbons (09-14)       |
| William Turner (94-97)            | Dale Pruitt (97-05)         | Hank Westfall (00-14)      |
| Vernon "Corey" Davis, Jr. (96-98) | Frederick Stiehl (05-06)    | Marion Butler, Sr. (00-14) |
| Robert Mangum (94-98)             | Eric Mullins (03-07)        | Robert Clarke (11-15)      |
| Richard Rau (94-96)               | Mayor Tom Cardinale (05-08) | Bob Donnelly (11-15)       |
| Jim Doughty (96-99)               | William Breedlove (02-09)   | Howard Sribnick (10-16)    |
| Jack Peacock (94-00)              | Lester D. Shockley (03-10)  | Dave Wheaton (14-16)       |
| Hale Harrison (94-00)             | Woody Shockley (01-10)      |                            |

\* = Appointed to fill an unexpired term

**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: Expense allowance for meeting attendance as authorized in the budget.

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  
John Ross - (410-641-5251)

Current Members:

| <u>Member's Name</u>         | <u>Resides</u>    | <u>Years of Term(s)</u> |
|------------------------------|-------------------|-------------------------|
| Carol Ann Beres              | Ocean Reef        | 14-18                   |
| Joseph Weitzell <sup>C</sup> | Mystic Harbour    | 05-11-15, 15-19         |
| Bob Hunt                     | Deer Point        | *06-11-15, 15-19        |
| David Dypsky                 | Teal Marsh Center | *10-12-16, 16-20        |
| Stan Cygam                   | Whispering Woods  | *18-20                  |
| Martin Kwesko                | Mystic Harbour    | 13-17, 17-21            |
| Richard Jendrek <sup>C</sup> | Bay Vista I       | 05-10-14-18, 18-22      |

Prior Members: (Since 2005)

John Pinnero<sup>C</sup> (05-06)  
 Brandon Phillips<sup>C</sup> (05-06)  
 William Bradshaw<sup>C</sup> (05-08)  
 Buddy Jones (06-08)  
 Lee Trice<sup>C</sup> (05-10)  
 W. Charles Friesen<sup>C</sup> (05-13)  
 Alma Seidel (08-14)  
 Gerri Moler (08-16)  
 Mary Martinez (16-18)

<sup>C</sup> = Charter member - Initial Terms Staggered in 2005  
 \* = Appointed to fill an unexpired term

TEL: 410-632-1194  
FAX: 410-632-3131  
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18

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

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

OFFICE OF THE  
COUNTY COMMISSIONERS

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

April 10, 2019

IF Introduced - Bill 19-1  
Public Hearing on May 21, 2019

TO: Worcester County Commissioners  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *K.S.*  
SUBJECT: Draft Bill to Permit a Maximum Hotel Rental Tax of 5.0% in Worcester County

\*\*\*\*\*

As directed at your meeting on March 19, 2019, attached please find draft legislation for introduction as Bill 19-1 which would permit a maximum hotel rental tax rate of 5.0% in Worcester County as permitted by State law. Officials from the Town of Ocean City have requested this local legislation to begin the process to increase the room tax rate from the current rate of 4.5% to 5%, effective January 1, 2020, to cover additional costs to the town due to special events. In his presentation on March 19<sup>th</sup>, Mayor Meehan stated that, even by raising the room tax to 5%, it would still be far less than room taxes charged by similar resort areas, and this expense would be passed on to consumers and generate additional needed revenue to cover the increase in special events costs. At your request, attached please find a listing provided by Mayor Meehan of the room tax and sales tax comparisons in other resort areas nearby and along the eastern seaboard.

If the draft legislation is introduced as Bill 19-1 at your meeting on April 16, 2019, the following schedule of adoption could apply:

- May 21, 2019 - Public Hearing and Adoption of Bill 19-1.
- July 5, 2019 - Bill 19-1 becomes effective 45-days after adoption.
- July 16, 2019 - Introduce Resolution to increase the hotel rental tax from 4.5% to 5.0 % effective January 1, 2020 and Schedule Public Hearing for August 20, 2019.
- August 20, 2019 - Following the Public Hearing, adopt the Resolution by unanimous vote of the County Commissioners to increase the hotel rental tax from 4.5% to 5.0 % effective January 1, 2020.

I look forward to discussing this matter further at your meeting on April 16. In the meantime, if you should have any questions or concerns, please feel free to contact me.

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 19-

DRAFT

---

BY:  
INTRODUCED:

---

A BILL ENTITLED

AN ACT Concerning

Revenue - Hotel Rental Tax

For the purpose of revising the provisions for the imposition and rate of the hotel rental tax in Worcester County to permit a maximum rate of 5% as authorized by State law.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection (a) of Section TR 1-601 of the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

- (a) Imposition and rate. The Board of County Commissioners of Worcester County may impose a tax within every resort area within the county on the amount paid for room or building rental by or for any transient at any hotel, motel, apartment, cottage or other similar place providing sleeping accommodations. This tax, if imposed, shall be at the rate as a per centum of the room or building rental as the Board may, by resolution after public notice and hearing, determine, but not to be imposed at a rate in excess of five percent (5.0%). Any resolution establishing a rate in excess of three percent shall require the unanimous consent of all of the County Commissioners. The notice of public hearing shall be advertised at least twice in at least one newspaper of general circulation in the County, with the first such notice appearing not less than ten days prior to the date of such hearing and shall state the possible rates that may be set and the date, time and place of the hearing.

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.

**DRAFT**

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

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

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

\_\_\_\_\_  
Joseph M. Mitrecic, Vice President

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

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Theodore J. Elder

\_\_\_\_\_  
Joshua C. Nordstrom

The Commissioners met with Ocean City Mayor Rick Meehan and Ocean City Fire Chief Chris Larmore to discuss Ocean City's FY20 grant requests from the County. Mayor Meehan thanked the Commissioners for the 2.5% increase in Undesignated Grants to Ocean City last year, which is used to offset the cost of services that Ocean City provides in lieu of the County providing these services. He requested this grant be increased again by 2.5% in FY20, and he also requested grants for Recreation, the Convention Bureau and the Park and Ride continue to be funded at FY19 levels; and a \$200,000 increase in the Tourism grant for destination marketing, as the number of hotel rooms in West Ocean City (WOC) has increased dramatically to nearly 700 rooms, and the onus for advertising the resort destination and the 21842 zip code area falls largely on the Advertising Budget of Ocean City. With regard to the \$232,339 administrative fees the town pays Worcester County to collect the room tax and the food tax, Mayor Meehan requested that the County authorize the town to collect the room tax and food tax in Ocean City and be responsible for all collections, including past due accounts to alleviate the responsibility and expense on the County side, which would provide Ocean City with the means to administer its second biggest revenue source. He also requested that the Commissioners adopt the funding recommendations made at the annual meeting of the Commissioners and the Fire Chiefs on February 5, 2019, which would increase the grant funding to Ocean City by \$370,000 and allow the town to hire additional personnel. He also requested \$80,000 to purchase 100 pagers for 28 career personnel and 52 volunteer personnel for the Ocean City Fire Company.

Chief Larmore stated that there is a real need for increased emergency medical services (EMS) funding, noting that growth in the WOC area has resulted in an increase of one-third in emergency responses to that area, which has left the Town of Ocean City without resources at times. Therefore, he urged the Commissioners to modify the EMS funding formula, which would allow the town to hire more personnel to meet the needs of both Ocean City and WOC.

The Commissioners met with Mayor Meehan to discuss a request from the Town of Ocean City to begin the process to increase the room tax rate from 4.5% to 5%, effective Jan. 1, 2020, to cover additional costs to the town due to special events. Mayor Meehan stated that, even by raising the room tax to 5%, it would still be far less than room taxes charged by similar resort areas, and this expense would be passed on to consumers and generate additional needed revenue to cover the increase in special events costs. Mayor Meehan agreed to provide the Commissioners with the room tax rates in other nearby resort areas.

Commissioner Mitrecic supported the measure, noting that the increased room tax would not affect County residents. In response to a question by Commissioner Nordstrom, Chief Administrative Officer Harold Higgins agreed to provide information to the Commissioners with regard to the projected revenues the proposed room tax increase would generate for the County and other towns. In response to a question by Commissioner Bertino, Mr. Higgins stated that no other municipalities have contacted him with regard to the proposed increase, but that they would have the opportunity to weigh in on the matter if the Commissioners are inclined to approve the request and schedule a public hearing to receive public comment. Following some discussion and upon a motion by Commissioner Mitrecic, the Commissioners unanimously agreed to move forward with steps required to increase the room tax rate in Worcester County from 4.5% to 5.0%, beginning with legislation to be introduced at their next legislative session on April 16, 2019.

In a related matter, Mayor Meehan stated that the town would also like to partner with the County to develop an indoor and outdoor sports complex and would welcome such a discussion in the future.

## Kelly Shannahan

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**From:** Harold Higgins  
**Sent:** Friday, March 29, 2019 12:49 PM  
**To:** Kelly Shannahan  
**Cc:** Phil Thompson  
**Subject:** FW: Room Tax for other destinations  
**Attachments:** Room Tax Info.docx

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**From:** Richard Meehan [mailto:RMeehan@oceancitymd.gov]  
**Sent:** Wednesday, March 20, 2019 3:19 PM  
**To:** Harold Higgins  
**Cc:** Joe M. Mitrecic  
**Subject:** Room Tax for other destinations

Harold,

Attached is the sheet showing the room tax for competing resort destinations and other tourist destinations in the Mid Atlantic area. I apologize for not having this information available yesterday. Please distribute to the Commissioners.

Thank you,

Rick Meehan  
Mayor

## Room Tax & Sales Tax Comparisons

| State/Location       | Room Tax   | Sales Tax                                   | TOTAL TAX<br>CHARGED ON ROOMS |
|----------------------|--|---|-------------------------------|
| Ocean City, Maryland | Currently 4.5%   | 6%  | 10.5%                         |
| Rehoboth Beach       | 8%   | 0%  | 8%                            |
| Virginia Beach, VA   | 8% + \$2.00 per night<br>"local occupancy tax"   | 6%<br>(4.3% State tax +<br>1.70% local tax) | 14% + \$2.00<br>per night     |
| Atlantic City, NJ    | 13.625%  | 7%  | 20.625%                       |
| Myrtle Beach, SC     | 13% (includes a State<br>Tourism tax, county<br>hospitality fee and city<br>hospitality fee) | 9%<br>(6% State tax + 3%<br>local tax)      | 21%                           |
| New York, NY         | 5.875% + the flat fee of<br>\$3.50 per day.  | 8.8%<br>(4% State tax + 4.88%<br>local tax) | 14.6% + \$3.50<br>per night   |
| Washington DC        | 14.95%   | 6%  | 20.95%                        |
| Philadelphia, PA     | 8.5%   | 7%  | 15.5%                         |
| Annapolis, Maryland  | 6%   | 6%  | 12%                           |
| Baltimore, Maryland  | 8%   | 6%  | 14%                           |

### Additional Information:

- **Ocean City, Maryland:** *6% Maryland Sales Tax & 4.5% Ocean City Room Tax.*
- **Rehoboth Beach, DE:** *The state of Delaware charges an 8% per night tourism tax to all hotel rooms, which is added to hotel stays. They are currently considering a 3% increase, which would bring the room tax to 11% total.*
- **Virginia Beach, VA:** *The tax rate is 14% (6% state retail tax and 8% local lodging tax) plus \$2 per night local occupancy tax. All rates are based on single/double occupancy. Each additional person 18 and up is \$10.00 per night plus tax.*
- **Atlantic City, NJ:** *In Atlantic City, the hotel tax rate is a whopping 13.625%, and New Jersey tacks on a \$3 occupancy fee and a \$2 "tourism promotion" fee every night you stay.*
- **Myrtle Beach, SC:** *In addition to the Hospitality Fee collected by the Town of Surfside Beach, Horry County imposes a rate of 1 ½ % Hospitality Fee. The State of South Carolina charges a 5% Sales Tax plus a 1% Local Capital Project Sales Tax plus a 1% School District Tax (effective 3/1/09) and a 2% Accommodation Tax.*
- **New York, New York:** *The total tax on a New York City hotel room is 14.75% plus the flat fee of \$3.50 USD per day. This is a mandatory tax collected by New York State and City.*
- **Washington, DC:** *DC has a sales tax rate structure that also includes a 10% rate for liquor sold for off-premise and on-premise consumption, restaurant meals and rental vehicles; 18% rate for parking in commercial lots; and 14.5% for hotels and transient accommodations.*
- **Philadelphia, PA:** *The City's Hotel Tax rate is 8.5% of the total amount paid by the guest. The hotel operator is responsible for collecting the tax from guests. In addition to the City's Hotel Tax, the Commonwealth of Pennsylvania imposes its own 7% Hotel Tax on the amount paid by the guest. The total in-state rate is 15.5%*
- **Annapolis, MD:** *A state lodging tax is only levied in special statutory designated redevelopment districts at 5.0%. [3] State levied lodging tax varies. Convention hotels located within a qualified local government unit with 81-160 rooms rate is 3.0% and 6.0% for hotels with more than 160 rooms.*
- **Baltimore, MD:** *Currently, all of the local hotel tax — which is 8 percent of the room rate — goes to the county's general fund.*



# TOWN OF OCEAN CITY

The White Marlin Capital of the World

**MAYOR**  
RICHARD W. MEEHAN

**CITY COUNCIL**

LLOYD MARTIN  
President

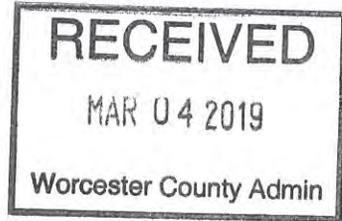
MARY P. KNIGHT  
Secretary

DENNIS W. DARE  
ANTHONY J. DELUCA  
JOHN F. GEHRIG, JR.  
MATTHEW M. JAMES  
MARK L. PADDACK

**CITY MANAGER**  
DOUGLAS R. MILLER

**CITY CLERK**  
DIANA L. CHAVIS, CMC

March 1, 2019



Diana Purnell, President  
Worcester County Commissioners  
One W. Market Street, Room 1103  
Snow Hill, MD 21863-1195

Copy: Phil Thompson ✓  
Kathy Whitel ✓  
Maureen Howarth ✓

Dear President Purnell:

The costs to promote and operate Ocean City as a world class family resort continue to increase. Unfortunately, our revenue sources to fund these needs are limited. At the January 29, 2019 meeting of the Mayor and City Council, we discussed increasing the room tax rate from 4.5% to 5.0%.

It is the desire of the Mayor and City Council that the County Commissioners create the necessary legislation to allow for this needed increase in room tax. We trust that you can assist us in this matter. Please contact my office if you have any questions.

Sincerely,

  
Richard W. Meehan, Mayor

cc: City Council  
City Manager

See p. 14

See p. 21

Requires:  
- County Code amendment to Section TR 1-601(a)  
- Resolution with unanimous consent of County Commissioners



taxes; that responsibility is given to the Tax Court not only by Md. Code Ann., Tax - Gen. § 3-103(a), but also by Md. Local Government Code Ann. § 20-117 with respect to appeals of refund claims relating to local government taxes. *Brutus 630, LLC v. Town of Bel Air*, 448 Md. 355, 139 A.3d 957 (2016).

Maryland Tax Court has jurisdiction under Md. Local Government Code Ann. § 20-117 of an administrative appeal of a denial of a refund claim involving a payment to a municipality. *Brutus 630, LLC v. Town of Bel Air*, 448 Md. 355, 139 A.3d 957 (2016).

**§ 20-114. Form of claim.**

Cited in *Brutus 630, LLC v. Town of Bel Air*, 448 Md. 355, 139 A.3d 957 (2016).

**§ 20-115. Time for filing.**

Cited in *Brutus 630, LLC v. Town of Bel Air*, 448 Md. 355, 139 A.3d 957 (2016).

**§ 20-116. Determination of claim.**

**Sewer connection fee refund.** — Person who has paid a sewer connection fee imposed by a municipality and alleges that the fee is illegal or miscalculated may seek a refund from the municipality under Md. Local Government

Code Ann. § 20-113 et seq., and the voluntary payment doctrine did not bar such a refund claim. *Brutus 630, LLC v. Town of Bel Air*, 448 Md. 355, 139 A.3d 957 (2016).

**§ 20-117. Appeal.**

**Sewer connection fee refund.** — Person who has paid a sewer connection fee imposed by a municipality and alleges that the fee is illegal or miscalculated may seek a refund from the municipality under Md. Local Government Code Ann. § 20-113 et seq., and the voluntary payment doctrine did not bar such a refund claim. *Brutus 630, LLC v. Town of Bel Air*, 448 Md. 355, 139 A.3d 957 (2016).

Court not only by Md. Code Ann., Tax - Gen. § 3-103(a), but also by Md. Local Government Code Ann. § 20-117 with respect to appeals of refund claims relating to local government taxes. *Brutus 630, LLC v. Town of Bel Air*, 448 Md. 355, 139 A.3d 957 (2016).

**Jurisdiction over refund claim.** — No question exists that the Maryland Tax Court has jurisdiction of refund claims relating to taxes; that responsibility is given to the Tax

Maryland Tax Court has jurisdiction under Md. Local Government Code Ann. § 20-117 of an administrative appeal of a denial of a refund claim involving a payment to a municipality. *Brutus 630, LLC v. Town of Bel Air*, 448 Md. 355, 139 A.3d 957 (2016).

*Subtitle 4. Hotel Rental Taxes.*

Part I. County Hotel Rental Taxes.

**§ 20-401. Definitions.**

(a) *In general.* — In this part the following words have the meanings indicated.

(b) *Hotel.* — (1) "Hotel" means an establishment that offers sleeping accommodations for compensation.

(2) "Hotel" includes:

- (i) an apartment;
- (ii) a cottage;
- (iii) a hostelry;
- (iv) an inn;

- (v) a motel;
- (vi) a rooming house; or
- (vii) a tourist home.

(c) *Hotel rental tax.* — “Hotel rental tax” means the tax on a transient charge.

(d) *Transient charge.* — (1) (i) Except as provided in subparagraphs (ii), (iii), and (iv) of this paragraph, “transient charge” means a hotel charge for sleeping accommodations for a period not exceeding 4 consecutive months.

(ii) In Carroll County, “transient charge” means a hotel charge for sleeping accommodations for a period not exceeding 25 days.

(iii) In Frederick County, “transient charge” means a hotel charge for sleeping accommodations for a period not exceeding 90 days.

(iv) In Garrett County and Washington County, “transient charge” means a hotel charge for sleeping accommodations for a period not exceeding 30 days.

(2) “Transient charge” does not include any hotel charge for:

- (i) services; or
- (ii) accommodations other than sleeping accommodations.

(e) *Western Maryland code county.* — “Western Maryland code county” means a code county in the Western Maryland class as established under § 9-302 of this article. (An. Code 1957, art. 24, § 9-301(a), (d)-(f); 2013, ch. 119, § 2; 2014, chs. 311, 312.)

**Effect of amendments.** — Chapters 311 and 312, Acts 2014, effective July 1, 2014, made identical changes. Each substituted “subparagraphs (ii), (iii), and (iv)” for “subparagraphs (ii and (iii)” in (d)(1)(i); added (d)(1)(iii) and redesignated accordingly; in (d)(1)(iv) deleted “Frederick County” before “Garrett County”; and made a stylistic change.

## § 20-402. Scope of part.

(a) *In general.* — This part applies only to:

- (1) subject to subsection (b) of this section, a charter county;
- (2) a code county;
- (3) Calvert County;
- (4) Carroll County;
- (5) Cecil County;
- (6) Garrett County;
- (7) St. Mary’s County;
- (8) Somerset County; and
- (9) Washington County.

(b) *Conflicts with other laws.* — To the extent this part conflicts with another law that applies to a charter county, the other law shall prevail over this part. (An. Code 1957, art. 24, § 9-301(b); 2013, ch. 119, § 2; 2014, ch. 464, § 1.)

**Effect of amendments.** — Section 1, ch. 464, Acts 2014, effective June 1, 2014, rewrote the section.

**Bill review letter.** — Chapter 464, Acts 2014, (Senate Bill 172) was approved for constitutionality and legal sufficiency, although it

contains problematic yet severable provisions that violate the single-subject rule under the Maryland Constitution. These provisions include extension of discounted vehicle certificate fee for rental vehicles, a Park Service funding mandate, a mandate that speed camera revenue be spent on vehicle purchases, stormwater remediation fees, and a hotel rental tax. (Letter of the Attorney General dated May 14, 2014.)

**§ 20-403. Imposition of tax.**

(a) *Authorization.* — Except as provided in § 20-404 of this subtitle, a county may impose, by resolution, a hotel rental tax.

(b) *Hearing requirement.* — (1) This subsection applies only to Calvert County, Charles County, and St. Mary's County.

(2) The governing body of a county shall hold a public hearing before imposing a hotel rental tax.

(3) The hearing:

(i) shall be advertised twice in a newspaper of general circulation in the county at least 10 days before the hearing; and

(ii) may not be part of the annual budget hearing. (An. Code 1957, art. 24, §§ 9-302, 9-303(a), (b); 2013, ch. 119, § 2.)

**REVISOR'S NOTE**

This section is new language derived without substantive change from former Art. 24, §§ 9-302 and 9-303(a) and (b).

In subsection (a) of this section and throughout this subtitle, the former references to an "authorized" county are deleted as unnecessary in light of the scope provision in § 20-402 of this subtitle.

In subsection (a) of this section, the former reference to a tax "paid to a hotel located in that county" is deleted as implicit.

In subsection (b)(3)(i) of this section, the former reference to advertising "by publication" in a newspaper is deleted as surplusage.

**Defined terms:**

"Governing body" § 1-101  
 "Hotel rental tax" § 20-401

**§ 20-404. Limitations and exemptions.**

(a) *Exemption for lodging at corporate training center.* — The hotel rental tax does not apply to the sale of a right to occupy a room or lodgings as a transient guest at a dormitory or other lodging facility that:

(1) is operated solely in support of the headquarters, a training facility, a conference facility, an awards facility, or the campus of a corporation or other organization;

(2) provides lodging solely for employees, contractors, vendors, and other invitees of the corporation that owns the dormitory or lodging facility; and

(3) does not offer lodging services to the general public.

(b) *Calvert and St. Mary's counties.* — By resolution, Calvert County and St. Mary's County may provide a tax exemption for classes of hotels.

(c) *Carroll County.* — In Carroll County, the hotel rental tax does not apply to a hotel with 10 or fewer sleeping rooms.

(d) *Cecil County.* — Cecil County may impose the hotel rental tax only on a transient charge paid to a hotel located in any part of Cecil County that:

(1) is specified by the governing body of Cecil County as a population center;

(2) is not larger than 10 square miles in geographic area; and

(3) has a population of at least 6,000 residents.

(e) *Frederick County.* — In Frederick County, the hotel rental tax does not apply to a hotel with:

(1) 10 or fewer sleeping rooms in its main building; and

(2) not more than 20 additional sleeping rooms in auxiliary structures on the hotel's property.

(f) *Washington County*. — In Washington County, the hotel rental tax does not apply to a transient charge paid to a hotel by:

- (1) the federal government;
- (2) a state; or

(3) a unit or instrumentality of a state or the federal government. (An. Code 1957, art. 24, §§ 9-303(c), 9-305; 2013, ch. 119, § 2; ch. 510.)

**SPECIAL REVISOR'S NOTE**

As enacted by Ch. 119, Acts of 2013, this section was new language derived without substantive change from former Art. 24, §§ 9-305 and 9-303(c). However, Ch. 510, Acts of 2013, added a new subsection (a) to this section and renumbered subsections (a) through (e) to be subsections (b) through (f).

In subsection (c) [now (d)] of this section, the former definition of "population center" was revised by Ch. 119 as part of the substantive

provision because that definition appeared only once in the former law.

**Defined terms:**

|                    |          |
|--------------------|----------|
| "Governing body"   | § 1-101  |
| "Hotel"            | § 20-401 |
| "Hotel rental tax" | § 20-401 |
| "State"            | § 1-101  |
| "Transient charge" | § 20-401 |

**Effect of amendments.** — Chapter 510, Acts 2013, effective June 1, 2013 [October 1, 2013], added (a) and redesignated accordingly.

**§ 20-405. Tax rates.**

(a) *In general*. — Subject to this section, the hotel rental tax rate is the rate that the county sets by resolution.

(b) *Limitations*. — The hotel rental tax rate may not exceed:

- (1) except as otherwise provided in this section, 3% in a code county;
- (2) 3% in Cecil County;
- (3) 4% in Talbot County;
- (4) 5% in Calvert County, Carroll County, Charles County, Dorchester County, Frederick County, St. Mary's County, and Somerset County; and
- (5) 6% in Garrett County and Wicomico County.

(c) *Code counties*. — With the unanimous consent of the county commissioners:

- (1) a code county other than a Western Maryland code county may set a hotel rental tax rate up to 5%; and
- (2) a Western Maryland code county may set a hotel rental tax rate up to 8%.

(d) *Washington County*. — The hotel rental tax rate in Washington County is 6%. (An. Code 1957, art. 24, § 9-304; 2013, ch. 119, § 2.)

**REVISOR'S NOTE**

This section is new language derived without substantive change from former Art. 24, § 9-304.

In subsection (a) of this section, the reference to "this section" is substituted for the former reference to "the limitations in subsections (b)

and (c) of this section" for accuracy.

In subsection (c) of this section, the former references to a hotel rental tax rate "that is greater than 3%" are deleted as implicit because the rates that are authorized in subsection (c) are an exception to the limitation of 3% imposed in subsection (b)(1) of this section.

**Defined terms:**

|                                |          |
|--------------------------------|----------|
| "Code county"                  | § 1-101  |
| "Hotel rental tax"             | § 20-401 |
| "Western Maryland code county" | § 20-401 |

**Rate increase by Worcester County commissioners.** — Worcester County could not exercise its code home rule powers to amend the local law that authorized the county to levy a hotel tax of up to 3%. However, under the

prior, similar section, a general law for all code counties, the Commissioners could, by unanimous consent, increase the rate of the hotel tax from 3% to 5%. 77 Op. Att'y Gen. 37 (August 21, 1992).

**§ 20-406. Duty to collect tax.**

(a) *In general.* — A hotel shall:

(1) give a person who is required to pay a transient charge a bill that identifies the transient charge as an item separate from any other charge; and

(2) collect the hotel rental tax from the person who pays the transient charge.

(b) *Tax held in trust.* — A hotel shall hold any hotel rental tax collected in trust for the county that imposes the tax until the hotel pays the tax to that county as required under this part. (An. Code 1957, art. 24, § 9-309; 2013, ch. 119, § 2.)

**REVISOR'S NOTE**

This section is new language derived without substantive change from former Art. 24, § 9-309.

In subsection (b) of this section, the reference to the hotel "shall hold any" hotel rental tax is substituted for the former reference to the hotel "holds" the hotel rental tax for clarity and accuracy because the language imposes a mandatory requirement.

**Defined terms:**

|                    |          |
|--------------------|----------|
| "Hotel"            | § 20-401 |
| "Hotel rental tax" | § 20-401 |
| "Person"           | § 1-101  |
| "Transient charge" | § 20-401 |

**§ 20-407. Duty to pay tax.**

A person shall pay the hotel rental tax to the hotel when the person pays the transient charge. (An. Code 1957, art. 24, § 9-308; 2013, ch. 119, § 2.)

**REVISOR'S NOTE**

This section formerly was Art. 24, § 9-308. No changes are made.

**Defined terms:**

|         |          |
|---------|----------|
| "Hotel" | § 20-401 |
|---------|----------|

|                    |          |
|--------------------|----------|
| "Hotel rental tax" | § 20-401 |
| "Person"           | § 1-101  |
| "Transient charge" | § 20-401 |

**§ 20-408. Tax return required.**

A hotel shall complete, sign, and file a hotel rental tax return with:

SUBTITLE VI  
Hotel Rental Tax

§ TR 1-601. General provisions.

- (a) Imposition and rate. The Board of County Commissioners of Worcester County may impose a tax within every resort area within the County on the amount paid for room or building rental by or for any transient at any hotel, motel, apartment, cottage or other similar place providing sleeping accommodations. This tax, if imposed, shall be at the rate as a per centum of the room or building rental as the Board may, by resolution after public notice and hearing, determine, but not to be imposed at a rate in excess of four and one-half percent. Any resolution establishing a rate in excess of three percent shall require the unanimous consent of all of the County Commissioners. The notice of public hearing shall be advertised at least twice in at least one newspaper of general circulation in the County, with the first such notice appearing not less than ten days prior to the date of such hearing and shall state the possible rates that may be set and the date, time and place of the hearing. [Amended 6-6-2000 by Bill No. 00-5; 10-16-2007 by Bill No. 07-2]
- (b) Definitions. In this section, the following words and phrases have the meanings indicated, unless the context clearly indicates a different meaning:

HOTEL, MOTEL, APARTMENT, COTTAGE OR OTHER SIMILAR PLACE — Any public or private hotel, inn, hostelry, tourist home or house, motel, rooming house, apartment house, cottage or other similar lodging place offering sleeping accommodations or space for one or more persons at any time, and the owner and operator thereof, which for compensation holds out to furnish or furnishes sleeping accommodations or space to any transient.

PERSON — Any individual, corporation, company, association, firm, copartnership or any group of individuals acting as a unit and includes any trustee, receiver, assignee or personal representative thereof.

RESORT AREA — Any portion or portions of the County, as specified by the Board of County Commissioners from time to time, which, by reason of natural, scenic or man-made attractions or development, has or have an unusual influx of visitors, sojourners and temporary residents and which, by reason of the influx, requires municipal services in unusual number or magnitude. The term specifically includes but is not necessarily limited to the tenth election district of the County, as it existed on January 1, 1971.

ROOM OR BUILDING RENTAL — The total charge made by any hotel, motel, apartment, cottage or other similar place for sleeping accommodations or space furnished the transient. If the charge includes any amount for services or accommodations in addition to that of the use of sleeping space, the portion of the total charge which represents only "room or building rental" shall be distinctly set out and billed to the transient as a separate item.

TRANSIENT — Any person who, for any period of not more than four consecutive months, obtains sleeping accommodations or space, either at his own expense or at the

expense of another, in any hotel, motel, apartment, cottage or other similar place for which there is a room or building rental.

- (c) Collection. Every person receiving any payment for room or building rental on which a tax is levied under this section shall collect the amount of tax imposed from the transient or person on whom it is levied or from the person paying for the room or building rental at the time payment is made. The taxes required to be collected hereunder shall be deemed held in trust by the person required to collect them until remitted as hereinafter required.
- (d) Reports and remittances. The person collecting the tax shall make out a report, upon forms and setting forth information the County Commissioners prescribe and require, showing the amount of room or building rental charges that have been collected and the tax required to be collected; and he shall sign and deliver the report to the Board of County Commissioners, with a remittance of the tax required hereunder. The reports and remittances shall be made on or before the 21st day of each month, covering the sales and the amount of tax collected during the preceding calendar month. If the reports and remittances are mailed to the Board of County Commissioners, a postmark on the 18th day of the month is deemed to be evidence of timely payment.
- (e) Failure to report and remit. If any person fails or refuses to remit to the Board of County Commissioners the tax required to be collected and paid under this section within the time and in the amount specified in this section, there shall be added to the tax by the Board of County Commissioners interest at the rate of one-half percent per month on the unpaid tax for each month or portion thereof from the date upon which the tax is due, as provided in this section; and if the tax remains delinquent and unpaid for a period of one month from the date it is due and payable, there shall be added thereto by the Board of County Commissioners a penalty of ten percent of the unpaid tax. The Board of County Commissioners may proceed to collect delinquent and unpaid taxes by suit or distraint.
- (f) Distribution of proceeds.
- (1) From the total proceeds collected from the tax by the Board of County Commissioners from time to time from the hotels, motels, apartments, cottages or other similar places:
    - A. The Board shall deduct a reasonable sum or percentage for the cost of imposing and collecting the tax and credit this deduction to the general funds of the County.
    - B. That portion of the remainder of the total proceeds which came from payments made by a hotel, motel, apartment, cottage or other similar place located in whole or in part within the corporate limits of a municipal corporation in a resort area in the County shall be paid over, without qualification or condition, to the Mayor and City Council, by whatever name known, of the municipal corporation.
    - C. The remaining portion of the total proceeds shall be credited to the general funds of the County.

- (2) Distribution of these several payments shall be made periodically by the Board of County Commissioners, not less than fifteen days nor more than thirty days following the last day of each month during the year.
- (g) State administrative fee. The Retail Sales Tax Division of the Comptroller's office shall supply to the Board of County Commissioners information in aid of verification of liability for the tax. The Retail Sales Tax Division may make a reasonable charge for this assistance, which shall be paid by the Board of County Commissioners and treated as a part of the reasonable costs of collecting the tax.
- (h) Amendments to laws and procedures. The Board of County Commissioners may promulgate and from time to time change or repeal rules and regulations not inconsistent with this section and deemed necessary to provide for an orderly, systematic and thorough collection and distribution of the tax imposed in this section. If and as applicable, the laws and the regulations in effect as to the sales and use tax in Maryland shall be adopted and followed by the Board of County Commissioners in promulgating or changing a rule or regulation.
- (i) Surety bond of Treasurer. The surety bond of the Treasurer of the County may be increased by the Board of County Commissioners in relation to the moneys collected and distributed under this section. The premium for any increase in the surety bond shall be deemed part of the cost of imposing and collecting the tax imposed in this section.
- (j) Processing fee retained by remitter. The person collecting the tax may apply and credit against the amount of tax payable by him an amount equal to one and five-tenths percent of the gross tax to be remitted by him to the Board of County Commissioners, to cover his expense in the collection and remittance of the tax. However, nothing in this subsection applies to any person who fails or refuses to file his return with the Board of County Commissioners within the time prescribed within this section.
- (k) Bond.
- (1) The Board of County Commissioners, in order to protect the revenues to be obtained under this section, may require any person collecting the tax to file with the Board a surety bond issued by a surety company authorized to do business in this state and approved by the State Insurance Commissioner as to solvency and responsibility, in such amount or amounts from time to time as the Board of County Commissioners may fix, to secure the payment of the tax due or which may become due from the person collecting the tax. If the Board determines that the person is to file such a bond, the Board shall give notice to the person to that effect, specifying the amount of bond required. The person collecting the tax shall file the bond within five days after receiving the notice unless, within that period, the person requests, in writing, a hearing before the Board, at which hearing the necessity, propriety and amount of the bond shall be determined by the Board of County Commissioners. This determination is final and shall be complied with within fifteen days after the person collecting the tax receives notice thereof.
- (2) In lieu of the bond required by Subsection (k)(1), securities approved by the Board of County Commissioners or cash in such amount as the Board prescribes may be deposited, which shall be kept in the custody of the Board. The Board, at any time,

without notice to the depositor of the securities or cash, may apply them to any tax due, and for that purpose the securities may be sold by the Board at public or private sale without notice to the depositor of the securities.

- (l) Applicability. The procedures under Title 9, Subtitle 7, of Article 24 of the Annotated Code of Maryland apply to this section.

RESOLUTION

WHEREAS, pursuant to Article 81, Section 411B of the Annotated Code of Maryland, the Board of County Commissioners of Worcester County is authorized to impose a three per cent (3%) tax on the amount paid for room or building rentals by or for any transient at any hotel, motel, apartment, cottage or other similar place providing sleeping accommodations; therefore be it

RESOLVED that the County Commissioners of Worcester County, Maryland, in regular meeting assembled on the 4th day of May, 1971, pursuant to the authority granted in said Article 81, Section 411B, hereby levies a tax at the rate of three per cent (3%) on the amount paid for room or building rentals within the ~~Corporation~~ <sup>City</sup> ~~Limits of the Town of Ocean~~, Maryland, said tax to be levied on the amount paid for room or building rentals by or for any transient at any hotel, motel, apartment, cottage or other similar place providing sleeping accommodations within said ~~Corporation~~ <sup>limits</sup> and said tax shall be collected by the County Commissioners of Worcester County to be paid over to the Mayor and City Council of Ocean City, Maryland; pursuant to said Article 81, Section 411B (f); and ..

BE IT FURTHER RESOLVED that the effective date of the afore-said tax is June 1, 1971.

THE BOARD OF COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

Ray F. Redden  
Ray F. Redden, President

Mark O. Pilchard  
Mark O. Pilchard

Louis J. Hickman  
Louis J. Hickman

Willis W. Hudson  
Willis W. Hudson

N. Paul Joyner  
N. Paul Joyner

ATTEST:

Elizabeth M. Warner  
Elizabeth M. Warner,  
Secretary

RESOLUTION REGARDING  
APPLICABILITY OF WORCESTER  
COUNTY ROOM TAX

INDEX

1 PAGE 441

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WHEREAS, Article 81, Section 411D of the Annotated Code of Maryland authorizes the Board of County Commissioners to impose a tax within every resort area within the County on the amount paid for room or building rental by or for any transient at any hotel, motel, apartment, cottage or other similar place providing sleeping accommodations, and

WHEREAS, the Board of County Commissioners, on May 4, 1971, passed a resolution imposing such a tax at the rate of 3% on the amount paid for room or building rentals within the corporate limits of Ocean City, and

WHEREAS, Article 81, Section 411D of the Annotated Code of Maryland provides that the tax may be levied in any resort area in the County as specified by the Board of County Commissioners, which by reason of natural, scenic, or manmade attractions or development, has an unusual influx of visitors, sojourners, and temporary residents, and which by reason of the influx requires services in unusual number or magnitude, and

WHEREAS, due to its proximity to the Atlantic Ocean and the presence of many waterways, parks, forest lands, and historic sites within the County, the whole of Worcester County is characterized by natural, scenic, or manmade attractions or developments and produces an unusual influx of visitors, sojourners, and temporary residents requiring additional services, now

THEREFORE BE IT RESOLVED by the Board of County Commissioners of Worcester County that the whole of Worcester County is determined to be a resort area for the purposes of Article 81, Section 411D, and

BE IT FURTHER RESOLVED that effective July 1, 1981, and pursuant to the authorities established in Article 81, Section 411D, a tax of 3% on the amount paid for any room or building rental is hereby levied throughout Worcester County, and

BE IT FURTHER RESOLVED that any tax so collected from rooms or buildings located within any municipality, less any deductions for the cost of imposing or collecting said tax, shall be paid over to that municipality and all other such taxes collected shall be deposited to the general fund of the County.

Passed and adopted this 30 day of December, 1980.

ATTEST:

John A. Yankus  
Administrative Director

THE BOARD OF COUNTY COMMISSIONERS FOR  
WORCESTER COUNTY

Roland E. Powell  
Roland E. Powell, President

Willis W. Hudson  
Willis W. Hudson

N. Paul Joyner  
N. Paul Joyner

Carlton E. Massey  
Carlton E. Massey

K. Bennett Bozman  
K. Bennett Bozman

1980, Dec 30 The foregoing Resolution  
of the County Commissioners of Worcester County  
Maryland filed for record and is accordingly  
recorded in Resolution No. 1 Folios 441

Frank W. Nale CLK. CT. CT.

RESOLUTION NO. 00 - 18

RESOLUTION AMENDING THE HOTEL RENTAL TAX RATE  
IN WORCESTER COUNTY, MARYLAND

WHEREAS, the County Commissioners of Worcester County adopted, on December 30, 1980, a Resolution regarding the applicability (countywide) and rate (3%) of the hotel rental tax imposed in Worcester County on the amount paid for room or building rental by or for any transient at any hotel, motel, apartment, cottage or other similar place providing sleeping accommodations; and

WHEREAS, the Mayor and Council of the Town of Ocean City, Maryland have requested that the County Commissioners increase the rate of the hotel rental tax from 3% to 4% effective January 1, 2001; and

WHEREAS, as authorized by Article 24, Section 9-304(c) of the Annotated Code of Maryland, the County Commissioners adopted Emergency Bill 00-5 on June 6, 2000 repealing and reenacting Section TR 1-601(a) of the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County, Maryland enabling the County Commissioners to establish a hotel rental tax rate in excess of 3%, by resolution after public notice and hearing, and upon the unanimous consent of all of the County Commissioners; and

WHEREAS, the County Commissioners held a duly advertised public hearing on the proposed increase of the hotel rental tax rate from 3% to 4% at their meeting of June 20, 2000; and

WHEREAS, the County Commissioners have determined to increase the hotel rental tax rate as proposed.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that effective January 1, 2001, and pursuant to the authorities established in Article 24, Section 9-304(c) of the Annotated Code of Maryland and Section TR 1-601(a) of the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County, Maryland, a tax of 4% on the amount paid for room or building rental by or for any transient at any hotel, motel, apartment, cottage or other similar place providing sleeping accommodations is hereby levied throughout Worcester County; and

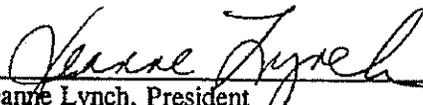
BE IT FURTHER RESOLVED that any tax so collected from rooms or buildings located within any municipality, less any deductions for the cost of imposing or collecting said tax, shall be paid over to that municipality and all other such taxes collected shall be deposited to the general fund of the County.

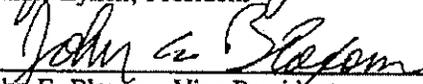
PASSED AND ADOPTED this 20<sup>th</sup> day of June, 2000.

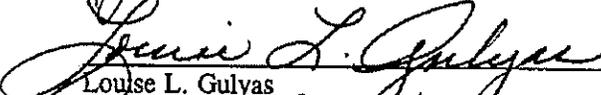
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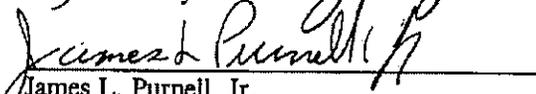
  
Gerald T. Mason  
Chief Administrative Officer

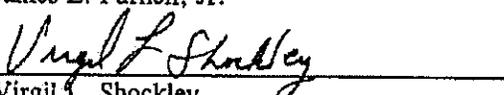
WORCESTER COUNTY COMMISSIONERS

  
Jeanne Lynch, President

  
John E. Bloxom, Vice President

  
Louise L. Gulyas

  
James L. Purnell, Jr.

  
Virgil L. Shockley

RESOLUTION NO. 07 - 30

RESOLUTION AMENDING THE HOTEL RENTAL TAX RATE  
IN WORCESTER COUNTY, MARYLAND

WHEREAS, the County Commissioners of Worcester County, Maryland (Commissioners) adopted, on December 30, 1980, a Resolution regarding the applicability (countywide) and rate (3%) of the hotel rental tax imposed in Worcester County on the amount paid for room or building rental by or for any transient at any hotel, motel, apartment, cottage or other similar place providing sleeping accommodations; and

WHEREAS, at the request of the Mayor and Council of the Town of Ocean City, Maryland and following a duly advertised public hearing on the matter, the Commissioners amended the rate of the hotel rental tax from 3% to 4% by Resolution No. 00-18 adopted on June 20, 2000 which became effective on January 1, 2001; and

WHEREAS, the Mayor and Council of the Town of Ocean City, Maryland have requested that the County Commissioners increase the rate of the hotel rental tax from 4% to 4.5% effective January 1, 2008; and

WHEREAS, as authorized by Article 24, Section 9-304(c) of the Annotated Code of Maryland, the County Commissioners adopted Emergency Bill 07-2 on October 16, 2007 repealing and reenacting Section TR 1-601(a) of the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County, Maryland enabling the County Commissioners to establish a hotel rental tax rate in excess of 3% but not in excess of 4.5%, by resolution after public notice and hearing, and upon the unanimous consent of all of the County Commissioners; and

WHEREAS, the County Commissioners held a duly advertised public hearing on the proposed increase of the hotel rental tax rate from 4% to 4.5% at their meeting of November 6, 2007; and

WHEREAS, the County Commissioners have determined to increase the hotel rental tax rate as proposed.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that effective January 1, 2008, and pursuant to the authorities established in Article 24, Section 9-304(c) of the Annotated Code of Maryland and Section TR 1-601(a) of the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County, Maryland, a tax of 4.5% on the amount paid for room or building rental by or for any transient at any hotel, motel, apartment, cottage or other similar place providing sleeping accommodations is hereby levied throughout Worcester County; and

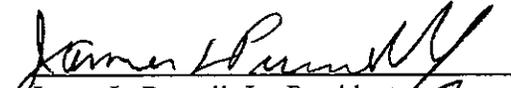
BE IT FURTHER RESOLVED that any tax so collected from rooms or buildings located within any municipality, less any deductions for the cost of imposing or collecting said tax, shall be paid over to that municipality and all other such taxes collected shall be deposited to the general fund of the County.

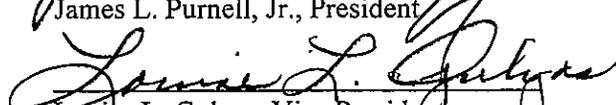
PASSED AND ADOPTED this 6<sup>th</sup> day of November, 2007.

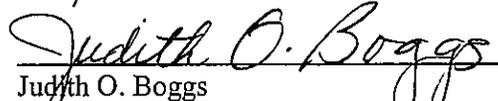
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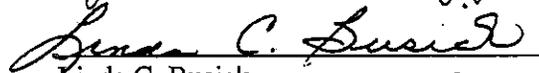
WORCESTER COUNTY COMMISSIONERS

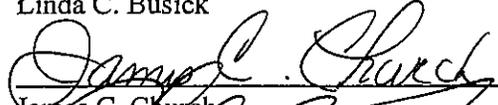
  
Gerald T. Mason  
Chief Administrative Officer

  
James L. Purnell, Jr., President

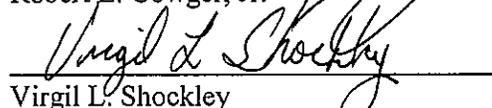
  
Louise L. Gulyas, Vice President

  
Judith O. Boggs

  
Linda C. Busick

  
James C. Church

  
Robert L. Cowger, Jr.

  
Virgil L. Shockley