

# AGENDA

## WORCESTER COUNTY COMMISSIONERS

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

August 6, 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/promoting for the following positions - two  
Welcome Center Greeters for Tourism, an IT Database Administrator/Programming  
Trainee, an Office Assistant III for Development Review & Permitting, a License Permit  
Clerk I and an Environmental Intern for Environmental Programs, a Sergeant at the Jail, a  
Custodian II for the Maintenance Division, a Roads Worker II and two Roads Worker III's  
for the Roads Division, and a Water System Supervisor for the Water and Wastewater  
Division of Public Works; request to post to fill vacancies for a Landfill Operator II for  
Solid Waste and a Communications Clerk Trainee for Emergency Services; 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 Proclamation for Child Support Awareness Month 1
- 10:10 - K. Gordon: 2019 STEP UP and Reach for the Stars STEM Summer Program Summary 2
- 10:20 - Public Hearing - Progress of CDBG Program for Diakonia Shelter Renovation Project 3
- 10:30 - Public Hearing - Petitions for Sale of Agricultural Easements in Worcester County 4
- 10:40 - ~~Public Hearing on Standard Sewer Flow Calculations~~ - **RESCHEDULED for August 20 at 11:30 am**
- 10:40 - Chief Administrative Officer: Administrative Matters 5-30  
(Gypsy Moth Survey 2019; Housing Rehabilitation Proposals - Snow Hill Property; FY20 Core Public Health  
Services Funding Agreement with Health Department; Behavioral Health Authority Agreement at the Jail; Grant  
Application for State's Attorney Case Management Software; Early Voting Alternate Site for Elections; Lease for  
Catamaran at West Ocean City Harbor; Termination of Lark Lane; Scheduling a Public Hearing for Proposed  
Evergreen Village RPC; Establishing Local Amendments to the Maryland Building Performance Standards; Berlin  
Annexation of IG Burton Property; Abatement of Nuisance on Stockton Road; Bid Specifications for Six Recycling  
Containers, Methane Gas Investigation at Central Landfill Cell 5; Household Hazardous Waste Collection Day; Bid  
Specifications for Two Dump Trucks and a Shop Service Truck with Crane/Hoist; Quit Claim Deed for Abandoned  
Road off MD Route 818 near Berlin; Bid Specifications for Metal and Plastic Pipe; Review Bids for Newark Spray  
Irrigation Project; Consider Extension of Subdivision Requirement for Assateague Island Farm, LLC; Request for  
Allocation of Additional EDUs for Frontier Town Campground Expansion; Proposal for Additional Gate in  
Commissioners' Meeting Room; Pending Board Appointments; Emergency Radios for School Buses; Re-Banding  
Radio Frequencies for Public Safety Radio System; and potentially other administrative matters)
- 11:00 -
- 11:30 -
- 12:00 - Questions from the Press; County Commissioner's Remarks
- Lunch
- 1:00 PM - Chief Administrative Officer: Administrative Matters (If Necessary) 5-30, continued
- 1:10 -
- 1:20 -
- 1:30 -

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

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

Please be thoughtful and considerate of others.

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

# DRAFT

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

July 16, 2019

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

Following a motion by Commissioner Nordstrom, seconded by Commissioner Mitrecic, 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, and Sheriff Matt Crisafulli. Topics discussed and actions taken included: hiring Kristina Prout as an Office Assistant IV for County Administration and Amber West as an Environmental Health Specialist Trainee for Environmental Programs; acknowledging the hiring of Mark Wolinsky as a part-time Deputy and Kyle Jones and Christopher Newton as full-time Deputies within the Sheriff's Office; posting to fill vacancies for a Document Imager II for the Treasurer's Office, a Custodial Worker I for the Maintenance Division and a Vehicle and Equipment Mechanic I for the Water and Wastewater Division of Public Works, and a Sergeant at the Jail; discussing personnel matters in the Sheriff's Office including a promotion for Amy Carey to Office Assistant IV; discussing pending litigation; receiving legal advice from counsel; and performing administrative functions, including: success of mandatory Civilian Response to Active Shooter Events (CRASE) training by the Sheriff's Office for all County employees; and employee medical leave update.

Following a motion by Commissioner Bertino, seconded by Commissioner Bunting, the Commissioners unanimously voted to adjourn their closed session at 9:50 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 July 2, 2019 meeting and the open session minutes of their July 2 work session as presented.

The Commissioners and Human Resources Director Stacey Norton presented retirement



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commendations to the following recently retired employees in recognition of their dedicated service to Worcester County Government: County Jail Sergeant John H. Everett, III (20 years); Department of Public Works Solid Waste Division Recycle Worker I James C. Morgan (13 years) and Recycle Foreman Dennis M. Looney (18 years); and Sheriff's Office School Resource Officer Eric H. Hutchinson (6 years), K9 Officer Edo (7 years), Circuit Court Deputy Louis J. Esposito (12 years), Sergeant Michael Lupiwok, Jr. (21 years), and Lieutenant Neil F. Adams (27 years).

Pursuant to the recommendation of Public Information Officer Kim Moses in response to a request from Ron Pilling of Jesse Klump Memorial Fund (JKMF) and upon a motion by Commissioner Mitrecic, the Commissioners unanimously authorized Commission President Purnell to sign a letter supporting the application of JKMF for an FY19/FY20 Maryland Agricultural Education and Rural Development Assistance Fund grant to continue to fund the JKMF Save a Shore Farmer campaign, which was launched last year and is proving vital in helping farmers suffering from mental illness or struggling with thoughts of suicide to seek local healthcare services.

Pursuant to the request of Health Officer Becky Jones and upon a motion by Commissioner Mitrecic, the Commissioners unanimously authorized Commission President Purnell to sign the FY20 Health Department Unified Funding Document (UFD) through the Maryland Department of Health and Mental Hygiene (DHMH), awarding \$7,766,441 in State funding to the Health Department for FY20.

Pursuant to the request of Economic Development Director Kathryn Gordon and upon a motion by Commissioner Mitrecic, the Commissioners unanimously authorized Commission President Purnell to sign a Rural Maryland Council (RMC) Rural Maryland Prosperity Investment Fund (RMPIF) grant application for pass-through funding to Pocomoke City to help fund the cost of a project to extend a public waterline to a commercial property located on approximately 80 acres of land on U.S. Rt. 13 and Old Virginia Road in Pocomoke, as well as the surrounding properties. Ms. Gordon stated that the property is currently served by public sewer, and this project would make it more readily available for development and attract businesses that would generate revenue and create full-time, family sustaining jobs in Pocomoke, and thus relieving existing unemployment and underemployment conditions in the area. She stated that the project will cost approximately \$500,000, and the RMPIF will provide a matching grant of up to 25% for projects that involve two or more local governments, with the local governments to secure the remaining 75% match, which would qualify Worcester County and Pocomoke to secure a grant of up to \$125,000. She stated that Worcester County Economic Development (WCED) will be working with Pocomoke City officials to help the town secure the required 75% match of \$375,000 through local, private, and federal funds in the event that the grant application is approved.

The Commissioners met with Recreation and Parks Director Tom Perlozzo to discuss a request from Marc Spagnola, owner of Dusk to Dawn Fishing Charters, for a Special Use Permit to launch and retrieve his boat and to meet his clients for fishing charters at the South Point boat



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ramp. Upon a motion by Commissioner Bunting, the Commissioners unanimously denied the request to use the County-owned boat ramp for commercial purposes. Commissioner Bunting pointed out that the Commissioners previously denied similar commercial requests and encouraged Captain Spagnola to rent a commercial boat slip for his charter business. Commissioner Church stated that the residents of the South Point community had expressed concerns about the commercial use of the County boat ramp and he therefore appreciated the denial of this request.

Pursuant to the request of Emergency Services Director Billy Birch and upon a motion by Commissioner Nordstrom, the Commissioners unanimously authorized Commission President Purnell to sign an updated Mutual Aid Agreement between Wicomico County Emergency Services and Worcester County Emergency Services (WCES) due to the change in leadership following the retirement of former Director Fred Webster. He explained that the Mutual Aid Agreement formalizes the partnership between both jurisdictions to provide one another with effective and professional services for a planned event or an emergency/disaster.

Pursuant to the request of Mr. Birch and upon a motion by Commissioner Elder, the Commissioners unanimously authorized Commission President Purnell to sign a Memorandum of Understanding (MOU) between the Maryland State Police (MSP) and Worcester County, allowing WCES to place County equipment on MSP communications towers and inside the shelters at the MSP Barrack in Berlin and the Nassawango tower in Snow Hill.

Pursuant to the request of Mr. Birch and upon a motion by Commissioner Nordstrom, the Commissioners unanimously agreed to waive the standard bid process and declared Locus Diagnostics, LLC of West Melbourne, Florida as the sole source provider for the purchase of an over-the-air radio waveform analyzer for WCES at a total cost of \$48,956.65, with funds of \$64,000 available within the FY20 budget for this expense.

In response to a question by Commissioner Bertino, Mr. Birch explained that Locus Diagnostics, LLC is the sole supplier of this tool, which can remotely determine when County radios are beginning to drift from alignment which allows our radio technician to focus on those radios and make more efficient use of his time.

Pursuant to the request of Mr. Birch and upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to waive the standard bid process and declared MCM Technologies of Birmingham, Alabama the sole source provider for the purchase of an asset management and maintenance software program designed to track and support public safety communications assets for WCES at a total cost of \$53,775, with funds of \$54,000 available within the FY20 budget for this expense. Mr. Birch stated that WCES currently maintains approximately \$10 million in assets throughout the County, which include radio infrastructure, mobile and portable radios, 9-1-1 telephone equipment, fiber optic equipment, and community warning siren infrastructure. He noted that this program is specifically designed to support public safety projects and equipment.

In response to a question by Commissioner Bertino, WCES Deputy Director James Hamilton stated that MCM Technologies is the only company manufacturing this software



package that caters to public safety needs and has received favorable reviews from other public safety agencies who currently use the system.

Pursuant to the request of Mr. Birch and upon a motion by Commissioner Mitrecic, the Commissioners unanimously authorized Commission President Purnell to sign the Worcester County Licensing Agreement between Ergometrics & Applied Personal Research, Inc. (Licensor) of Lynnwood, WA and the County Commissioners (Licensee), which gives the Licensee the right to use the Licensor's test, which will support national security testing for 911 staff at a cost of \$30 per applicant. The Commissioners further authorized the Chief Administrative Officer to sign future agreements.

Pursuant to the request of Mr. Birch and upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved an authorized over-expenditure for FY19 overtime within WCES of \$84,528.59, which was reduced from \$99,444.17 due to cost savings of \$14,915.58 available in the FY19 salary budget due to delayed hirings. Mr. Birch explained that the overtime resulted from employee shortages, which increased overtime costs, increased training costs for new hires, and overtime for medical, funeral, sick, personal, and vacation leave. Mr. Higgins stated that much of the accrued FY19 overtime was a result of the past practice of former WCES Director Fred Webster who required Communications Clerks to take overtime in the form of compensatory time; however, with the Commissioners' approval, individual employees were given the option to either be paid or take compensatory time, which created some of the overtime burden that Mr. Birch inherited. Commissioner Mitrecic concurred and advised Mr. Birch to take the steps necessary to assure that a similar situation does not occur in the future.

The Commissioners met with Mr. Birch to review and discuss the two bids received from BDC Group, Inc. at \$309,487.71 and JG Contracting Company at \$374,400 for the project to replace the existing communications shelter located at the base of the water tower in Snow Hill. Mr. Birch stated that the facility houses critical components that impact nearly all government internet, telephone, and public safety radio communications in Worcester County used by State, County, and municipal governments. However, this lightweight fiberglass structure and the emergency generator that powers it are both in poor condition. With regard to the bids to replace the shelter, he stated that the proposal from BDC Group did not comply with the bid requirements; therefore, he recommended awarding the bid to JG Contracting Company. He also advised that a second component of the project to connect the fiber optic, microwave, and other items housed in the shelter will be bid separately and is anticipated to cost approximately \$75,000. He stated that funding of \$300,000 to replace the shelter is available within the F19 Assigned Fund Balance, but funding has not yet been secured for the second part of the project. In response to a question by Commissioner Nordstrom, Mr. Birch stated that WCES will work with its State and local partners to provide funding and/or in-kind services to relocate equipment utilized by those agencies once all project costs are known.

In response to a question by Commissioner Bertino, Mr. Hamilton advised that it will cost approximately \$150,000 solely to replace the existing building with a turn-key structure. Commissioner Bertino expressed concern regarding the proposed cost to replace what amounts to a shack, and he recommended staff go back and either redefine the scope of work or invite



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prospective local bidders to visit the site to better evaluate the project. Commissioners Mitrecic and Bunting concurred and stated that a local builder should be able to construct the building at a much more reasonable cost. Following some discussion and upon a motion by Commissioner Bertino, the Commissioners unanimously rejected both bids to replace the existing communications shelter, as both exceed the current budget, and directed staff to revise the scope of work to perhaps separate the building construction work from the installation of equipment and other work required for the new communications shelter and present the revised bid specifications for their consideration at a future meeting before rebidding the project.

Pursuant to the request of Public Works Director John Tustin and upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved bid specifications for the purchase of bituminous concrete for blacktop resurfacing of approximately 11.45 miles (60,454 feet) of County roadway, with funds of \$1 million available within the FY20 budget for this expense.

Mr. Tustin advised that the Roads Division of Public Works recently replaced several of the safe hit delineator posts on the east side of Golf Course Road that are intended to provide safe travelway for pedestrians and cyclists by visually separating them from motor vehicle traffic. He stated that, since these safe hits were installed several years ago, passenger vehicles and vehicles with boat trailers have been parking on top of the flexible safe hit posts and encroaching into the northbound travel portion of the roadway, which impedes traffic and causes unsafe travel conditions in the area. Therefore, he recommended posting “No Parking” signs as soon as possible on the easterly side of Golf Course Road between Old Bridge Road and Sunset Avenue for pedestrian safety and to prohibit dangerous situations from occurring.

Upon a motion by Commissioner Church, the Commissioners unanimously authorized staff to install the requested “No Parking” signs.

The Commissioners met with Mr. Tustin to review a June 13, 2019 letter from B. Chris Shook, a resident of the St. Martin’s By The Bay subdivision, requesting the County reduce the current posted speed limit from 25 miles per hour (mph) to 15 mph and post “Children at Play” signs throughout their subdivision, similar to signs on nearby Dolly Circle. Mr. Tustin stated that the 15 mph and “Children at Play” signs on Dolly Circle are on private property and were not installed or authorized by Worcester County. He explained that 25 mph is the lowest posted speed limit on County roads, and the County does not promote or install “Children at Play” signs within the County right-of-way (ROW), since the Manual of Uniform Traffic Control Devices does not include these signs or any variation thereof, as they can give a false sense of security and seem to encourage children to play in the roads. Furthermore, studies have shown that “Children at Play” signs do not reduce the speed of traffic or make drivers more observant, and installing the requested signs could increase the County’s liability. Therefore, he recommended denying the request.

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously concurred with staff’s recommendation and, therefore, denied the request to reduce the speed limit and to install “Children at Play” signs in the St. Martin’s By The Bay subdivision.



Pursuant to the request of Environmental Programs Director Bob Mitchell and upon a motion by Commissioner Bunting, the Commissioners voted 5-0-2, with Commissioners Mitrecic and Elder abstaining, to waive the formal bid process and accept the best proposal from Doug Jones of \$41,800 to perform a Rural Legacy Area (RLA) boundary survey of the 914.04-acre parcel owned by ES Adkins in Snow Hill and identified on Tax Map 61 as Parcels 8, 23, 13, 7, 42, and 11. Commissioner Mitrecic abstained due to his professional relationship with Doug Jones. Mr. Mitchell advised that these surveying services fall within administrative costs and are funded by the State at no cost to the County. He explained that due to the size and topography of this property, the work involved in surveying the site will be quite extensive and cost more than the typical RLA survey cost of approximately \$6,000. He further noted that the low bid received from HHA is significantly less than the other three proposals that had been submitted, but staff felt that the scope of work could not be completed at that cost.

Pursuant to the recommendation of Mr. Mitchell and upon a motion by Commissioner Nordstrom, the Commissioners unanimously agreed to schedule a public hearing on September 3, 2019 to receive public comment on the proposal from Phil Houck, owner of property located in Berlin and identified on Tax Map 25 as Parcel 460, to relocate a section of the Kitts Branch Tax Ditch on his property. At their February 19, 2019 meeting the Commissioners unanimously accepted the proposal from J. W. Salm Engineering, Inc. for engineering services and Mr. Salm had worked with the Kitts Branch Board of Viewers, County staff, and Mr. Houck's engineer to address all of the concerns and issues that had been identified, and those recommendations have been incorporated into the proposal from Mr. Houck. Therefore, the Kitts Branch Board of Viewers have given a favorable recommendation to the relocation of this section of the Kitt's Branch Tax Ditch. Assistant Chief Administrative Officer Kelly Shannahan advised that the full report and associated maps are available for viewing in the Environmental Programs office for anyone who wants to see them prior to the public hearing.

The Commissioners met with Assistant Chief Administrative Officer and Sewer Committee representative Kelly Shannahan to review a request from Stockyard Inc. (Owners, Pete and Royette Shepherd) for allocation of seven additional equivalent dwelling units (EDUs) of sanitary sewer service from the Mystic Harbour Sanitary Service Area (SSA) to serve a new 75-seat restaurant in the Hooper's Shopping Plaza, which is currently under construction adjacent to Hooper's Crab House in West Ocean City on the north side of U.S. Rt. 50 at the foot of the Harry W. Kelley Memorial Bridge into Ocean City and more specifically identified on Tax Map 27 as Parcels 569 and 587. Mr. Shannahan advised that the property is currently zoned C-2 General Commercial District and is designated S-1 (designated for sewer services within two years) in the County Water and Sewerage Plan, though this does not guarantee any service or obligate the provision of services in that time frame. He stated that if the EDU allocation request is approved, the applicant will also be required to purchase water service from the Mystic Harbour water system to serve the restaurant. He advised that Stockyard Inc. purchased 9 EDUs for their proposed shopping plaza in June 2018 based upon the proposed retail and office uses at that time. They are now proposing to lease space for a restaurant which will generate additional sewer flow and therefore require purchase of an additional seven EDUs to accommodate the new proposed use.



Mr. Shannahan stated that Parcel 569 has an allocation of 38 sewer EDUs from the West Ocean City SSA to serve Hooper's Crab House, and these EDUs cannot be co-mingled with the Mystic Harbour EDUs; therefore, at the Commissioners' request, the applicant provided a plat designating the EDU Service Area Assignment Line to separate the EDUs. He advised that approval of these additional EDUs should also be subject to the same restrictions prohibiting co-mingling of the West Ocean City and Mystic Harbour EDUs. He then stated that 116 remaining EDUs are available in Area 1 (north of the airport) as follows: 16 EDUs - Commercial; 50 EDUs - Vacant or Multi-Lot Properties; 33 EDUs - Infill and Intensification; and 17 EDUs - Single Family Dwellings.

Commissioner Mitrecic stated that there is a severe safety problem due to overcrowded parking conditions at this location, and excess vehicles park in the right-of-way areas on both sides of U.S. Rt. 50 which is not safe. Therefore, he could not support the request until the applicant presents a plan to address on-site parking. In response to a question by Commissioner Mitrecic, Mr. Tudor stated that 17 parking spaces are required for a 75-seat restaurant. He agreed that the area is a very popular place, with parking bleeding over from the existing establishments, but the applicant already meets the minimum required parking spaces for the proposed restaurant at this location.

In response to a question by Commissioner Bunting, Zoning Administrator Jennifer Keener advised that the original shopping center required 80 parking spaces to comply with the County Zoning Ordinance, but the owners provided 131 spaces. She stated that even with the additional 17 spaces required to serve the new restaurant, the parking spaces serving the site still exceed the minimum parking required by the County Code.

After much discussion and upon a motion by Commissioner Church, the Commissioners voted 6-1, with Commissioner Mitrecic voting in opposition, to approve Option 1 for allocation of an additional seven EDUs of sewer service from Area 1 (North) of the Mystic Harbour SSA to serve the Hooper's Shopping Plaza with EDU's allocated from the "Commercial" category.

The Commissioners met in legislative session.

The Commissioners conducted a public hearing on Bill 19-2 (Zoning - Building Signs), which was introduced by Commissioners Bertino, Bunting, Church, Mitrecic, Nordstrom, and Purnell on June 18, 2019. Mr. Tudor stated that this bill would amend Section ZS 1-324(c)(4)A of the Zoning and Subdivision Control Article relative to on premises building signs, to remove limitations on the amount of building sign copy area that may be transferred to any side of an individual establishment. Mr. Tudor stated that the text amendment does not increase the total square footage of on-building signage, but rather provides flexibility regarding where that signage may be placed. He advised that staff has no objections, and the Planning Commission gave a favorable recommendation to the application.

Commissioner Purnell opened the floor to receive public comment.

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

Upon a motion by Commissioner Bunting, the Commissioners unanimously adopted Bill 19-2 (Zoning - Building Signs) as presented.

The Commissioners met with Mr. Tudor to consider introducing the following four text amendments related to the proposed Countywide Rental Licensing Program: (Zoning - Boarding



and Lodging Rentals), (Taxation and Revenue - Rental Licenses), (Taxation and Revenue - Hotel Rental Tax), and (Taxation and Revenue - Mobile and Manufactured Home Park Licenses). Mr. Tudor advised that staff revised the draft bill pertaining to the Zoning and Subdivision Control Article to reflect changes requested by the Commissioners at their July 2, 2019 work session. Mr. Tudor then reviewed each of the text amendments individually.

Mr. Tudor reviewed (Zoning - Boarding and Lodging Rentals), a text amendment which eliminates inconsistencies in existing codes, revises definitions, and establishes new regulations for short-term rentals of one-and two-family dwellings. He stated that, specifically, it creates a new Section ZS 1-351 to regulate short-term rentals, and as requested by the Commissioners at their work session, the language was revised to require one additional parking space beyond that currently required for a residential structure when it is used for short-term rental.

Following some discussion, Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom, and Purnell introduced the aforementioned text amendment as Bill 19-3 (Zoning - Boarding and Lodging Rentals) and scheduled the public hearing on the bill for their meeting on August 20, 2019.

Mr. Tudor reviewed (Taxation and Revenue - Rental Licenses), a text amendment which eliminates tourist permits and instead provides for rental licenses for any sleeping accommodations. Following some discussion, Commissioners Bunting, Church, Elder, Mitrecic, Nordstrom, and Purnell introduced the aforementioned text amendment as Bill 19-4 (Taxation and Revenue - Rental Licenses) and scheduled the public hearing on the bill for their meeting on August 20, 2019.

Mr. Tudor reviewed (Taxation and Revenue - Hotel Rental Tax), a text amendment which updates the language with regard to rental units and with reference to State law, extends the term of occupancy for which room tax applies, and makes certain stylistic changes with regard to the hotel rental tax. Following some discussion, Commissioners Bunting, Church, Elder, Mitrecic, Nordstrom, and Purnell introduced the aforementioned text amendment as Bill 19-5 (Taxation and Revenue - Hotel Rental Tax) and scheduled the public hearing on the bill for their meeting on August 20, 2019.

Mr. Tudor reviewed (Taxation and Revenue - Mobile and Manufactured Home Park Licenses), a text amendment which amends the Taxation and Revenue Article to repeal Title I, Subtitle V, Mobile and Manufactured Home Park Camp Licenses, which eliminates the excise tax for these uses for which the lost revenue would be made up by the setting of rental license fees for the individual mobile or manufactured home sites. Following some discussion, Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom, and Purnell introduced the aforementioned text amendment as Bill 19-6 (Taxation and Revenue - Mobile and Manufactured Home Park Licenses) and scheduled the public hearing on the bill for their meeting on August 20, 2019.

The Commissioners closed their legislative session.

The Commissioners met with Mr. Shannahan to review a revised resolution establishing standard sewer flow calculations. Mr. Shannahan stated that, following the July 2, 2019 work



session on establishing standard sewer flow calculations, the Sewer Committee met with Commissioners Bunting, Church and Mitrecic on July 9, 2019 to review and revise the draft resolution establishing standard flow calculations for determining required capacity to serve residential and non-residential land uses to be served by public sewer systems in Worcester County. He reviewed changes within the strike and replace version of the revised resolution as follows: replaced the reference to one equivalent dwelling unit (EDU) equaling 300 gallons per day, with a reference that the rate shall be as determined by the County Commissioners for each Service Area, since not all service areas currently use 300 gallons per day (gpd) per EDU; Section 1.E. was revised regarding uses not addressed in the tables which have flow determined by staff, to provide that the property owner shall enter into an allocation agreement during which actual usage will be monitored for 24 months in addition to other terms and conditions; Section 2 added a provision that the Treasurer's Office must confirm the purchase of required EDUs before a building permit is issued; and Section 4 added a required public hearing prior to any proposed amendments to the flow tables. Mr. Shannahan reviewed the proposed revisions to the flow calculations in Table A - Flow projections based on occupancy as follows: deleted several redundant or uncommon uses including: bathhouses and swimming pools, swimming pool club house/bath house, motels, picnic parks, drive in theaters, and travel trailer parks; consolidated Camps into 2 categories - campgrounds with central comfort stations and luxury camps with water or sewer hookups; and revised the flow estimates on a per site basis rather than a per person basis. Also revised the flow projections based on actual flows observed over the 2019 4<sup>th</sup> of July week for luxury camps (150 gpd/site); and consolidated the projected flow for churches based on 3 gallons per seat plus additional flow for accessory uses. He then reviewed proposed revisions to table B - Flow projections by building size as follows: removed car washes and laundromats from the list and agreed that these uses would be reviewed on a case-by-case basis under the provisions of 1.E. of the resolution based upon the type of facilities proposed and use of recirculated water; removed redundant or uncommon uses including: dry goods stores and shopping centers; and clarified other uses including: department store with food service, and Service Stations - full service garage.

Commissioner Mitrecic stated that he and Commissioners Bunting and Church had met with the Sewer Committee for 3-hours to fully review the draft resolution and address their concerns. Upon a motion by Commissioner Mitrecic, the Commissioners unanimously agreed to schedule a public hearing to receive public comment on the revised draft on August 6, 2019.

The Commissioners met with Mr. Shannahan to discuss scheduling a public hearing on August 20, 2019 to consider a proposed increase to the Hotel Rental Tax. Mr. Shannahan stated that Bill 19-1 which enables the Commissioners to adopt a maximum hotel rental tax rate of 5.0% in Worcester County, was adopted on May 21 and became effective on July 5, 2019. He stated that the next step in the process to increase the room tax rate from the current rate of 4.5% to 5.0% is to schedule a public hearing on the draft resolution. He stated that following the public hearing, the resolution will require the unanimous consent of the County Commissioners to increase the hotel rental tax from 4.5% to 5.0 % effective January 1, 2020.

Following some discussion and upon a motion by Commissioner Mitrecic, the Commissioners voted 6-0-1, with Commissioner Nordstrom abstaining, to schedule the public hearing on August 20, 2019 to consider the proposed increase to the Hotel Rental Tax from a rate

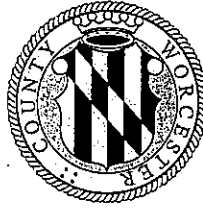


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of 4.5% to 5.0 % effective January 1, 2020.

Commissioner Nordstrom commended Economic Development Director Kathryn Gordon for hosting an Opportunity Zone Forum on July 12, 2019 that State officials have touted as the most well-attended forum on the eastern shore.

The Commissioners answered questions from the press, after which they adjourned to meet again on August 6, 2019.



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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

## PROCLAMATION

**WHEREAS**, August has been named National Child Support Awareness Month to inform families about child support and the services that are available through the Worcester County Department of Social Services (DSS); and

**WHEREAS**, studies have shown that when both parents are actively involved in raising children that our youth are much better off, and this holds true especially for children of divorced parents.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby proclaim August 2019 as **Child Support Awareness Month** in Worcester County and urge citizens to learn more about the importance of the financial support parents provide to their children and the child support services that are available locally through DSS.

Executed under the Seal of the County of Worcester, State of Maryland, this 6<sup>th</sup> day of August, 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






DEPARTMENT OF  
ECONOMIC DEVELOPMENT



## Worcester County

TO: Worcester County Commissioners  
Harold Higgins, Chief Administrative Officer  
FROM: Kathryn Gordon, Director   
DATE: July 31, 2019  
RE: 2019 STEP UP and Reach for the Stars STEM Summer Program Summary

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Our STEP UP and Reach for the Stars STEM Summer Program was held July 22 to July 25, 2019 in the Engineering and Aviation Science Building at University of Maryland Eastern Shore. During the Recognition Ceremony on Friday, July 26, our Leadership Cohort briefly talked about their experiences during camp and our Interns talked about the projects they worked on during their internship at our local and regional STEM business partners.

This year's summer program was the first we put together with the approved budget increase from \$77,000 to \$100,000. This increase allowed Program Manager, Fawn Mete and I to reorganize the summer camp and increase interns with NASA Wallops Flight Facility. The following changes were done:

- Moved intern recruitment and application timeline from February-March to December-March resulting in highly qualified intern applications received over college winter break.
- Increased NASA Wallops Flight Facility interns from 2 interns to 4 interns- three undergraduates and one high school senior.
- Created a Level I and Level II camp for our middle school students to increase total number of students served.
- Expanded Leadership Cohort from a series of afternoon professional development to an immersive, week long, college and career preparation experience.

Your support for this invaluable program is creating paths for our students to see that their career dreams and choices can be fulfilled, right here at home.



3

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

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

July 2, 2019



**FAXED**

7/2/19 @ 5:10pm

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

Please print the attached notice in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on July 25 and August 1, 2019.

**NOTICE OF PUBLIC HEARING  
ON THE PROGRESS OF  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS  
WORCESTER COUNTY, MARYLAND**

The County Commissioners of Worcester County, Maryland will conduct a Public Hearing to provide information on the progress of **The Diakonia Shelter Renovations Grant No. MD-19-HI-2** which was funded under the Maryland Community Development Block Grant (CDBG) Program which 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. The hearing will be held on:

**TUESDAY, AUGUST 6, 2019  
AT 10:20 A.M.**

IN THE COUNTY COMMISSIONERS' MEETING ROOM  
ROOM 1101 - GOVERNMENT CENTER - ONE WEST MARKET STREET  
SNOW HILL, MARYLAND 21863

The purpose of the Public Hearing is to assess the program progress on the following CDBG grant received from the State of Maryland:

1. MD-19-HI-2 Homeless Initiative Grant. Funding is being used to renovate two buildings used as emergency shelters for the homeless and as a food pantry at Diakonia, Inc., which is located at 12747 Old Bridge Road, West Ocean City, Maryland. The total amount of the grant is \$276,128 and the CDBG grant term is scheduled to end on October 31, 2020. The County and Diakonia, Inc. are currently working towards completing the renovations within the next year.

Efforts will be made to accommodate the disabled and non-English speaking residents with 3 business days advance notice to Kelly Shannahan, Assistant Chief Administrative Officer at 410-632-1194.

County Commissioners of Worcester County, Maryland

*Citizens and Government Working Together*





COMMISSIONERS  
DIANA PURNELL, PRESIDENT  
JOSEPH M. MITRECIC, VICE PRESIDENT  
ANTHONY W. BERTINO, JR.  
MADISON J. BUNTING, JR.  
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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

**July 31, 2019**

To: Harold Higgins, Chief Administrative Officer  
Worcester County Commissioners

From: Kim Reynolds, Senior Budget Accountant 

Subject: Public Hearing #2 CDBG Diakonia Shelter Renovations Progress

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The purpose of the Public Hearing is to assess the program progress on the following CDBG (Community Development Block Grant) received from the State of Maryland:

The Diakonia Shelter Renovations Grant No. MD-19-HI-2 was approved on October 4, 2018 and the close of the grant period is October 31, 2020. This grant was awarded in the amount of \$276,128 for renovations to two buildings used as emergency shelters for the homeless and as a food pantry.

Paving of the parking lot has been completed by N.R. Harrison in the amount of \$17,400. Laundry equipment was purchased and installed by Palmers Appliances in the amount of \$1,598. Royal Plus Electric, Inc. is near completion of electrical work of building 1 and 2 which total \$19,987.41. A contract in the amount of \$33,006 for roof and siding replacement for building 1 was awarded to Robert's Coastal Construction, Inc. Diakonia, Inc is waiting for a start date for building 1 roof and siding replacement.

The remaining work needs to be re-quoted which consists of:

- Signage
- Roofing/siding replacement for building 2
- Decking and ramp
- Bathroom, flooring and lockers
- Kitchenettes

4

NOTICE OF PUBLIC HEARING  
FOR AGRICULTURAL EASEMENT ACQUISITION  
Worcester County, Maryland

Notice is hereby given that the Worcester County Commissioners will hold a

**Public Hearing**  
on  
**Tuesday, August 6, 2019 at 10:30 AM**

in the  
COUNTY COMMISSIONERS MEETING ROOM  
Room 1101- Government Center,  
One West Market Street,  
Snow Hill, MD 21863

The purpose of this public hearing is to hear comments on petitions to sell an agricultural easement to the Maryland Agricultural Land Preservation Foundation (MALPF) on the following properties in Worcester County:

Re-applications

1. Fair, Freddie and Fay; Tax Map (TM) 93, Grid 16, Parcel (P) 41; west side of Steel Pond Road, Stockton; 102.0 acres
2. Gross, Mark; TM 32, Grid 16, P 217; Harrison Road, Berlin; 210.13 acres
3. Holland, Glenn and Everett; TM 99, Grid 12, P 35; 1975 Colona Road, Pocomoke City; 153.91 acres
4. Holland, Everett and Mark; TM 99, Grid 11, P 39; 1546 Colona Road, Pocomoke City; 199.12 acres
5. Shockley, Samuel ("Glenn") and Brenda; TM 38, Grid 23; P 4; 5910 Laws Road, Snow Hill; 153.9 acres
6. Shockley, Stephen and Joanne; TM 38, Grid 5, P 26; Davis Branch Road; 91.3 acres

New Applications

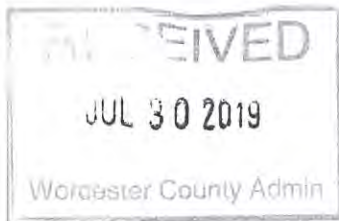
7. Aydelotte, Annette and Brooks; TM 100, Grid 12, P. 16, 17, 34 and 147; Payne and Johnson Roads; 136 acres
8. Bill Blank, Jr.; TM 64, Grid 17, P. 112; 7440 Public Landing Road; 283.69 acres
9. Guy, Dean and Deborah; TM 99, Grid 15, P. 27; Hall Road; 95 acres
10. Holland, Glenn and Jean; TM 100, Grid 1, P 6, 55 and 84; Colona and New Bridge Roads; 32.14 acres
11. Wilkins, Tom et al; TM 77, Grid 5, P 102; Route 364/Dividing Creek Road; 139.97 acres

Additional information is available for review at the Department of Environmental Programs, Worcester County Government Center, Suite 1306 (3<sup>rd</sup> floor), One West Market Street, Snow Hill, Maryland, 21863 during regular business hours of 8:00 am to 4:30 pm . Questions may be directed to Katherine Munson, Planner V, by calling (410) 632-1220, extension 1302 or email at [kmunson@co.worcester.md.us](mailto:kmunson@co.worcester.md.us).

County Commissioners of Worcester County, Maryland

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**Worcester County**  
Department of Environmental Programs

Memorandum

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**To:** Harold L. Higgins, Chief Administrative Officer

**From:** Robert J. Mitchell, LEHS   
Director, Environmental Programs

**Subject:** **Public Hearing for Proposed FY 20 MALPF Easement Applications**  
Public Hearing Applicant Listing and Maps

**Date:** July 29, 2019

---

The County Commissioners approved a Public Hearing for the FY 20 Funding Cycle at their meeting on July 3, 2019. Attached is a tabulation of the FY20 MALPF applications and maps showing the location of the properties relative to protected lands, county zoning, and the 2006 Land Use Plan.

The Commissioners may approve the recommendations of the Land Preservation Advisory Board to forward the top seven (7) ranked subject properties for potential funding of their easement applications. The Commissioners may alternatively send all of the applicants to the state, or less than the recommended number but specific justification would be needed to do that. We would note that while we have typically been awarded just three (3) to four (4) easements based on limited funding, there is always the chance to be offered secondary funding in the second round for an additional 4 easements so it would be very beneficial to have all seven (7) of our vetted and recommended properties sent up to the state for potential easement funding. Staff is respectfully recommending that the Commissioners send the top seven (7) ranked properties to the state, as recommended by the Agricultural Land Preservation Advisory Board.

If you have any questions or need additional information please let me know.

Enclosures

1. Maps
2. Applicant Listing

cc: Katherine Munson

**Citizens and Government Working Together**



DEPARTMENT OF  
ENVIRONMENTAL PROGRAMS

**Worcester County**

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

AGRICULTURAL PRESERVATION  
CONSERVATION PROGRAM  
WATER & SEWER PLANNING  
SHORELINE CONSTRUCTION

WELL & SEPTIC  
NATURAL RESOURCES  
PLUMBING & GAS  
COMMUNITY HYGIENE

## Memorandum

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**To:** Robert Mitchell, Director

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

**Subject:** Public Hearing for Proposed FY 20 MALPF Easement Applications

**Date:** June 26, 2019

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Please schedule a public hearing for the review of the following eleven (11) applications to sell an agricultural preservation easement to the Maryland Agricultural Land Preservation Foundation (MALPF) in FY20.

### Re-applications

Fair, Freddie and Fay; TM 93, Grid 16, P 41; W side Steel Pond Rd, Stockton; 102.0 acres  
Gross, Mark; TM 32, Grid 16, P 217; Harrison Road, Berlin; 210.13 acres  
Holland, Glenn and Everett; TM 99, Grid 12, P 35; 1975 Colona Road, Pocomoke City; 153.91 acres  
Holland, Everett and Mark; TM 99, Grid 11, P 39; 1546 Colona Road, Pocomoke City; 199.12 acres  
Shockley, Samuel ("Glenn") and Brenda; TM 38, Grid 23; P 4; 5910 Laws Road, Snow Hill; 153.9 acres  
Shockley, Stephen and Joanne; TM 38, Grid 5, P 26; Davis Branch Road; 91.3 acres

### New Applications

Aydelotte, Annette and Brooks; TM 100, Grid 12, P. 16, 17, 34, 147; Payne and Johnson Roads; 136 acres  
Bill Blank, Jr.; TM 64, Grid 17, P. 112; 7440 Public Landing Road; 283.69 acres  
Guy, Dean and Deborah; TM 99, Grid 15, P. 27; Hall Road; 95 acres  
Holland, Glenn and Jean; TM 100, Grid 1, P 6, 55, 84; Colona and New Bridge Roads; 32.14 acres  
Wilkins, Tom et al; TM 77, Grid 5, P 102; Route 364; 139.9713 acres

In order for the applicants to be eligible to sell an easement to MALPF, their applications must be recommended for approval by the Worcester County Planning Commission and the Worcester County Agricultural Land Preservation Advisory Board, and approved by the Worcester County



Commissioners after a public hearing. The Public Hearing requirement is mandated by Maryland Annotated Code Title 2, Subtitle 5, Section 2-509(b)(3).

All applications meet the minimum requirements of the MALPF program and will be or have been reviewed by the Worcester County Planning Commission (July 3, 2019) and the Worcester County Agricultural Land Preservation Advisory Board (June 5, 2019).

Attached is a draft notice of public hearing. There is no State-mandated minimum time period between the date of advertisement and the date of public hearing. We will distribute the public hearing notice to the applicants and adjacent landowners.

Maps and detailed information about each application will be provided prior to the public hearing. Please do not hesitate to contact me with any questions you may have.

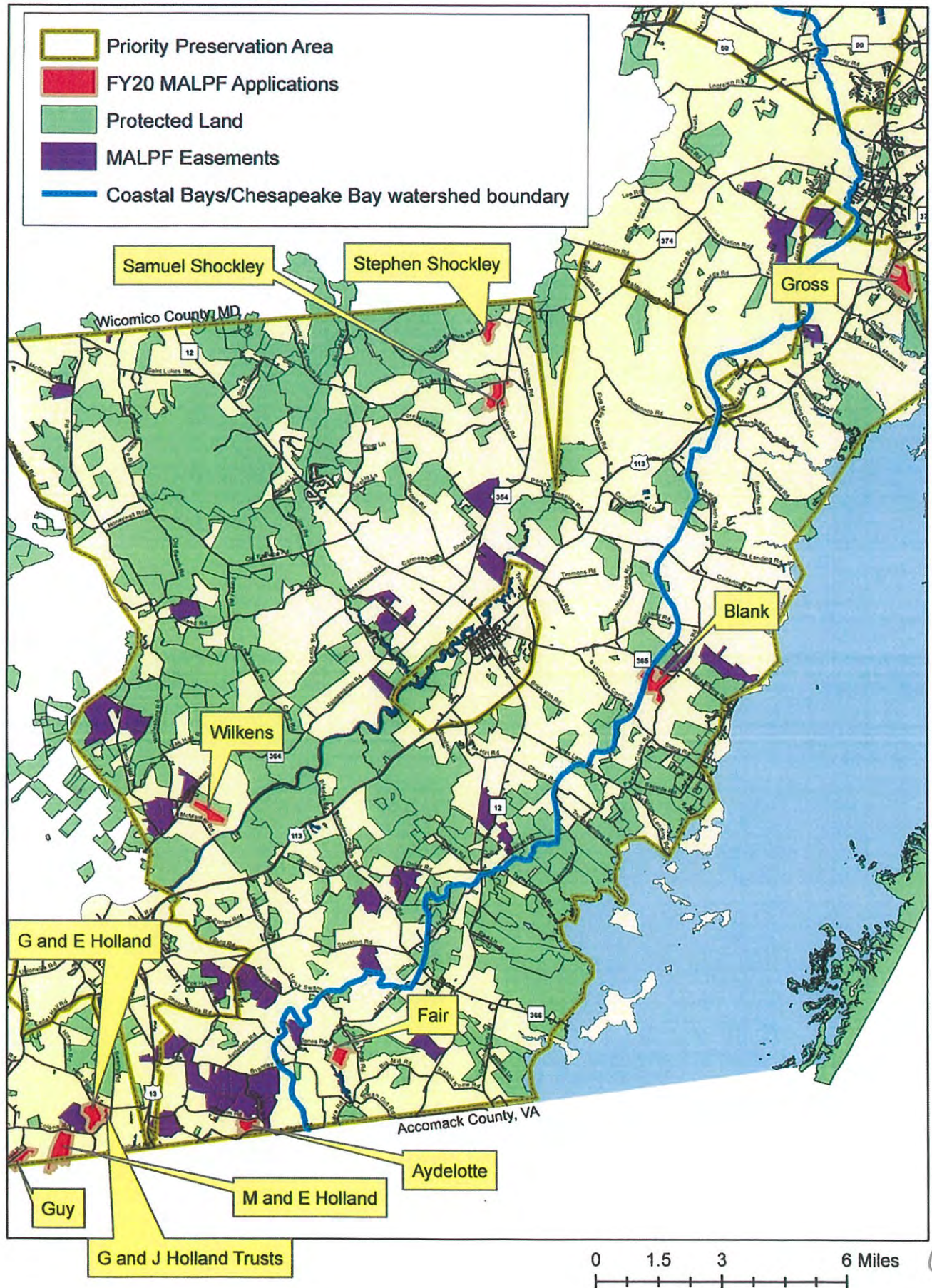
Attachment

FY20 MALPF Applications

Landowner name	TM	P	Acres	Development Rights	Lot option selected	Zoning	% class I, II, III soils	Reapplication
Aydelotte, Brooks and Annette	100	16, 34, 17	136.0	17	One Unrestricted	A-1	83%	N
Blank, Bill Jr.	64	112	283.7	3	family lots	A-1	69%	N
Fair, Freddie and Fay	93	41	102.0	4	One Unrestricted	RP	58%	Y
Gross, Mark	32	217	190.5	3	One Unrestricted	A-1/RP	69%	Y
Guy, Dean and Deborah	99	27	96.8	10	family lots	A-1/RP	86%	N
Holland, Everett and Mark	99	39	198.7	15	waive all rights	A-1/RP	82%	Y
Holland, Glenn and Everett	99	35	153.9	6	One Unrestricted	A-1	100%	Y
Holland, Glenn and Jean (Trust)	100	6, 55, 84	32.1	11	waive all rights	A-1	100%	N
Shockley, Samuel and Brenda	38	4	163.8	4	waive all rights	A-1	56%	Y
Shockley, Stephen	38	26	91.3	5	One Unrestricted	A-1	71%	Y
Wilkins, Tom et al	77	102	140.0	2	waive all rights	A-1	99%	N
			1,588.9					

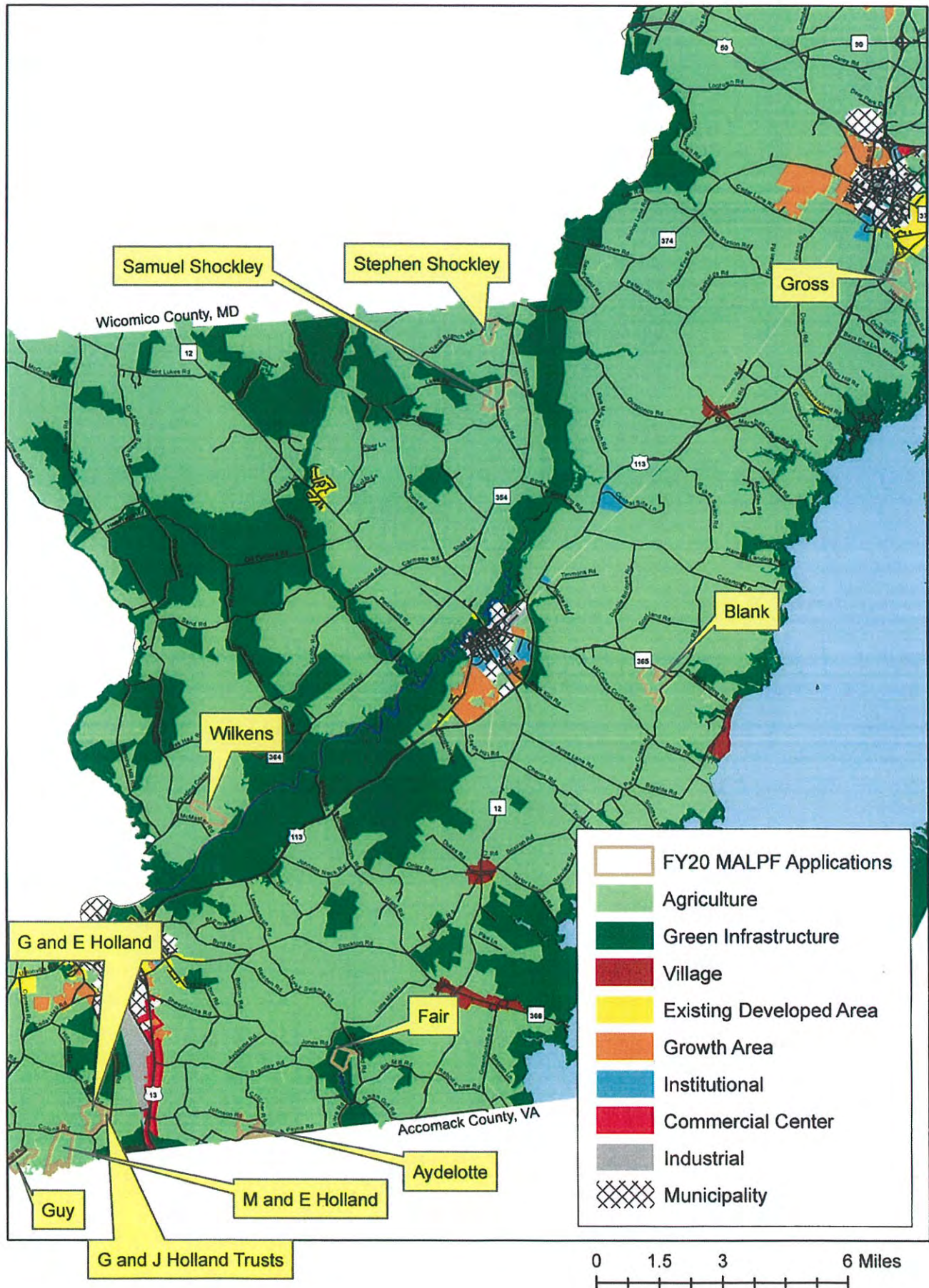


# FY20 MALPF Applications



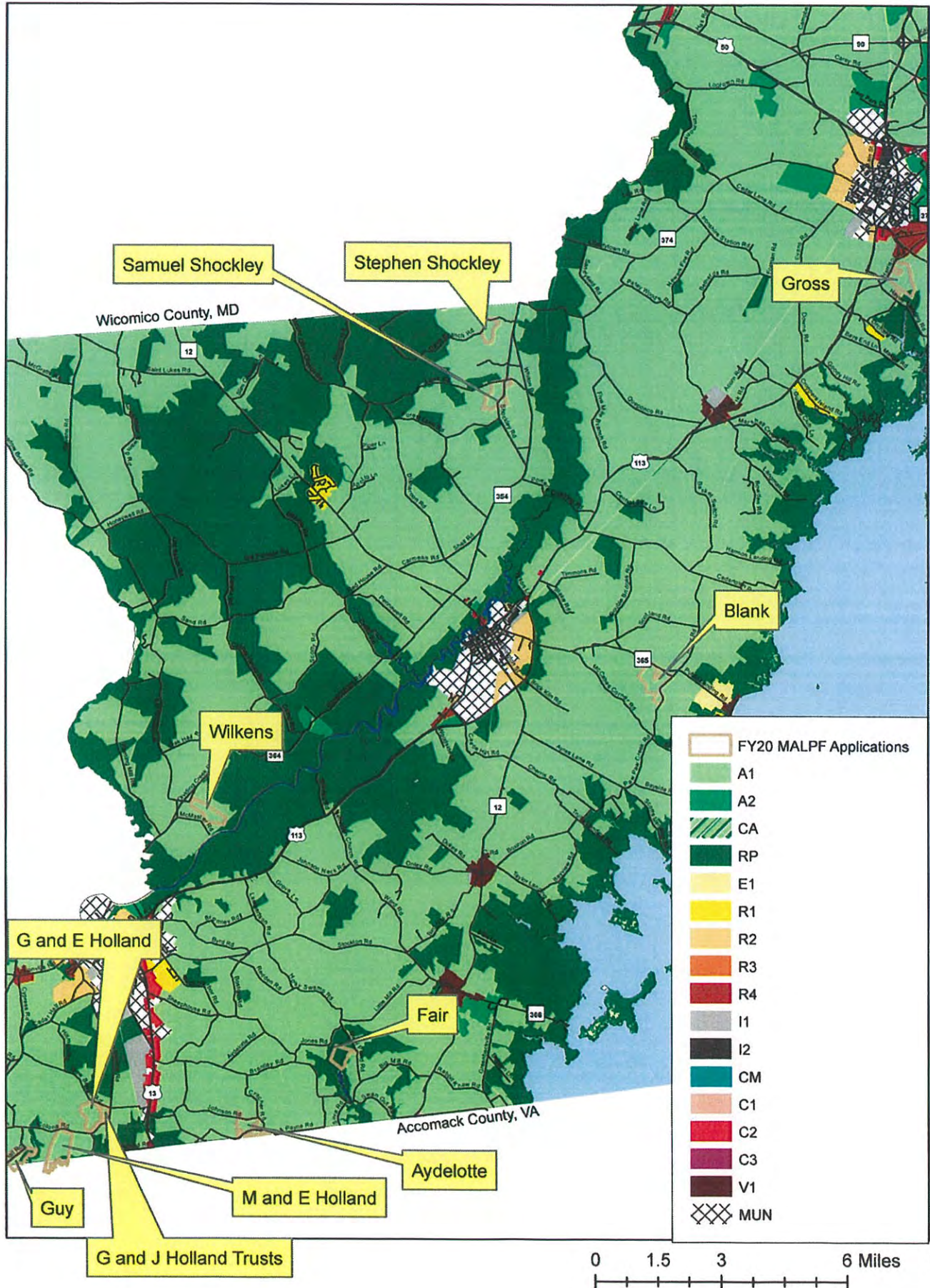


# FY20 MALPF Applications and Land Use Plan Map





# FY20 MALPF Applications and Zoning







# Maryland Department of Agriculture

Office of Plant Industries and Pest Management

Larry Hogan, Governor  
Boyd K. Rutherford, Lt. Governor  
Joseph Bartenfelder, Secretary  
Julianne A. Oberg, Deputy Secretary

Forest Pest Management

The Wayne A. Cawley, Jr. Building  
50 Harry S. Truman Parkway  
Annapolis, Maryland 21401  
www.mda.maryland.gov

Agriculture | Maryland's Leading Industry

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July 15, 2019

Mr. Harold Higgins, Chief Administrative Officer  
Worcester County Commissioners  
One West Market St., Rm. 1103  
Snow Hill, MD 21863-1195

Copy: Kathy Whitel ✓  
Bob Mitchell ✓

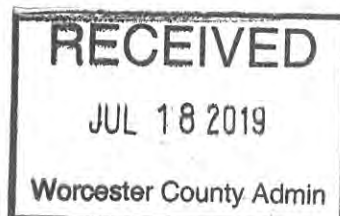
Dear Mr. Higgins:

Thank you for your past participation in the Maryland Department of Agriculture's Forest Pest Management (FPM) Program for identification and control of gypsy moth populations for Worcester County and its citizens. The goal of the FPM Program is to identify developing pest infestations and to be able to respond appropriately before significant damage occurs. The survey function of the cooperative gypsy moth suppression program allows us to identify and measure any gypsy moth problems and to plan the most effective response to defoliating populations before the pests damage valuable landscape and forest trees.

The purpose of this letter is to outline the plans we have for the cooperative gypsy moth survey this fall (2019) for your county and to give an estimate of the county cost share amount that would be needed to complete these surveys. Gypsy moth egg masses are counted in the fall and winter in pre-established sites located in the high value urban and rural forested lands of Worcester County. The survey results permit us to predict the level of gypsy moth caterpillar populations the following spring in each area. Population data provides a clear picture of the possible damage to the foliage, and consequently to the trees, that may be caused by the pests in the spring (2020) and whether any aerial suppression may be warranted.

Based on our information about gypsy moth populations and trends in Worcester County, we will need to conduct approximately 105 surveys at an estimated cost to the county of \$1,575.00. This amount represents a 50% cost share on local costs to perform these surveys on non-State land. Please, let us know as soon as possible, preferably by **August 5** if you will be able to participate at this level. These figures **do not** include additional funds that may be needed for aerial spraying. It will not be possible to estimate 2020 spray acreage until the end of the year. At that time, we will give you cost estimates so that you can advise us regarding county support for suppression spraying. We will try to keep you updated on our findings as the fall survey season continues.

If you have any questions regarding the Forest Pest Management Program or would like information on any forest pests, do not hesitate to contact us. The Easton field office number is (410) 822-8234.



REVIEWED Kathy Whitel  
Worcester County Budget Officer  
FY20 \$1,700



Thank you for working with us to protect our valuable rural and urban forest resources.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig Kuhn", followed by a horizontal line.

Craig Kuhn, Program Manager  
Forest Pest Management  
[Craig.kuhn@maryland.gov](mailto:Craig.kuhn@maryland.gov)

CMK/dh  
Cc Heather Disque



ZONING DIVISION  
BUILDING DIVISION  
ADMINISTRATIVE DIVISION



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING


## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863  
TEL: 410.632.1200 / FAX: 410.632.3008  
[www.co.worcester.md.us/drp/drpindex.htm](http://www.co.worcester.md.us/drp/drpindex.htm)

6

DATA RESEARCH DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

# Memorandum

**To:** Worcester County Commissioners  
**CC:** File  
**From:** Jo Ellen Bynum   
**Date:** 7/30/2019  
**Re:** Housing Rehabilitation Program Bid Recommendation

A bid opening was held recently for a single-family home rehabilitation project in the Snow Hill area which was proposed to be funded through the County's current Housing Rehabilitation grant, MD-18-CD-21. Bids were received from two contractors; Colossal Contractors in the amount of \$38,800 and Ocean Tower Construction in the amount of \$37,034.00. Copies of the Competitive Bid Worksheet and the two bids are attached for your review.

P. 3  
P. 7

After reviewing these proposals with the Program Inspector, it was determined that the bids received are in excess of his cost estimate by more than 30%. Additionally, we did not receive the minimum of three bids that is now required by the State. Therefore, it is my recommendation to table this project and re-bid it under the County's new 2020 grant that was approved for funding by the DHCD on July 19. The re-bid would likely occur near the end of this year after we receive the formal release of funds from the State.

X



# Competitive Bid Worksheet

**Item: Housing Rehabilitation - Purnell Property in Snow Hill**

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

Bids Received by deadline = 2

Loretta Purnell Property  
3848 Snow Hill Road  
Snow Hill, MD 21863

Contractor's Submitting Bids

Total Quote

**Colossal Contractors, Inc.**  
4601 Sandy Spring Road  
Burtonsville, MD 20866

\$ 38,800

**Ocean Tower Construction LLC**  
12905 Coastal Highway  
Ocean City, MD 21842

\$ 37,034

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# Colossal Contractors, Inc.

4601 Sandy Spring Road Burtonsville, Md 20866 • Tel: 301-476-9060 • Fax: 301-476-9064

www.colossalcontractors.com

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

## **BID FORM**

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

**Property of Loretta Purnell  
3848 Snow Hill Road  
Snow Hill, MD 21863**

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

Total Quote : \$ 38,800.00

Start Date: TBD

Construction Completion Date: 60 Days

Date: 07/05/2019

Signature

Juan R. Navarro

Typed Name

President

Title

Colossal Contractors, Inc.

Company Name

4601 Sandy Spring Rd.

Address

Burtonsville, MD 20866

(301) 476- 9060

Phone Number(s)

122805

MHIC License #

08/09/2020

Expiration Date

7141

MDE Lead Cert.

06/26/2020

Expiration Date

NAT-66617-2

EPA Lead Cert.

07/09/2020

Expiration Date





# Colossal Contractors, Inc.

4601 Sandy Spring Road Burtonsville, Md 20866 • Tel: 301-476-9060 • Fax: 301-476-9064

Loretta Purnell

www.colossalcontractors.com

05/18/19

3848 Snow Hill Road

Snow Hill, MD 21863

410-632-3790

## SCOPE OF WORK

A: Remove all existing roof shingles, flashings, drip edge, and any damaged roof sheathing. Remove all gutters and down spouts. Replace any water damaged roof sheathing with like sized sheathing. Install new peel and stick roof underlayment. Install white wide drip edge at all eaves and rakes. Install new ice and water shield at all valleys and eaves. Install new plumbing vent boots, aluminum wall and step flashings as necessary. Step flashings for all chimneys to be "let" into the mortar joints with counter flashing. Install new thirty year architectural shingles with hip and ridge shingles as necessary. Install new roof ridge venting. Clean up and haul away all construction related debris including fallen and dropped nails. Replace all existing gutter with white continuous aluminum gutters and all necessary down spouts. Install splash block diverters at all downspouts

PRICE: \$18,800.00

B: Remove existing water heater. Install new fifty gallon water heater with all necessary plumbing connections. Remove and discard old water heater. Install pressure gauge on water pump in basement. Replace aerator at second floor bathroom faucet and check for leaks under sink.

PRICE: \$2,800.00

C: Replace all missing siding and associated trim pieces at half gable of rear side porch. Add course of brick and mortar at side brick step entry to correct steps of unequal height risers. Remove all construction related debris.

PRICE: \$3,800.00

D: Correct three way switches at top of stairs for proper operation with fan/light fixture. Install new smoke detectors to current Code with units having ten year lithium batteries. Areas where hard wiring smoke detectors would require wall or ceiling damage can utilize straight battery operated units. Install GFCI outlets in kitchen to meet current Code.

PRICE: \$5,200.00

LBP:

E: See attached lead paint risk assessment report with house diagram and complete mitigation of areas noted as "Hazards" on pages 4 and 5 to include:

Hazard #1- Deteriorated Paint on Interior Surfaces noted on page 3 as being positive for lead paint are to be stabilized per current EPA LBP paint requirements, including wet scrape, prime, and repaint.



# Colossal Contractors, Inc.

4601 Sandy Spring Road Burtonsville, Md 20866 • Tel: 301-476-9060 • Fax: 301-476-9064

Loretta Purnell

www.colossalcontractors.com

05/18/19

3848 Snow Hill Road

Snow Hill, MD 21863

410-632-3790

Hazard #2- Deteriorated paint on Exterior Surfaces noted on page 3 as positive for lead paint are to be stabilized per current EPA LBP paint requirements, including wet scrape, prime and repaint. Basement window identified on page 3 to be replaced with new vinyl Energy Star rated window.

Hazard #3- Side B Entry hall window identified on page 3 to be replaced with new Energy Star rated vinyl window.

#### General Conditions LBP:

1. This project involves removal and mitigation of lead components. The MHIC licensed general contractor must be EPA certified and Maryland Department of the Environment accredited and be able to prove current Lead Paint training for all workers on site.
2. This is an owner-occupied dwelling with one adult in residence. The dwelling will NOT be empty nor vacated during the course of work. The owner may or may not be present in the dwelling during normal business hours.
3. Use all applicable LBP training to perform the scope according to EPA and Maryland regulations. Get a receipt for the copy of Renovate Right that you distribute to your client prior to the start of work and maintain all administrative records required by the EPA. Post your Lead Warning signs. HEPA clean individual interior work areas, as you go. Use an appropriate level of PPE when conducting abatement activities. Protect the grounds around the dwelling from paint chip deposits.
4. Post-renovation clearance on will be performed by Lead Risk Assessor selected by the Program. The Contractor must notify the Lead Risk Assessor in advance to schedule a Clearance Inspection. Initial costs of testing are covered by the program. Any subsequent clean-up and re-testing due to clearance failure will be paid for by the contractor.

PRICE: \$8,200.00

I have reviewed and hereby accept the above scope of work as written.

Owner

6/11/19  
Date

Page 2 of 3





## Colossal Contractors, Inc.

4601 Sandy Spring Road Burtonsville, Md 20866 • Tel: 301-476-9060 • Fax: 301-476-9064

Loretta Purnell

www.colossalcontractors.com

05/18/19

3848 Snow Hill Road

Snow Hill, MD 21863

410-632-3790

TOTAL PRICE: \$38,800.00

SIGNATURE:

PRINTED NAME: Juan R. Navarro

TITLE: President

COMPANY NAME: Colossal Contractors, Inc.

ADDRESS: 4601 Sandy Spring Rd.

Burtonsville, MD 20866

PHONE NUMBERS: OFFICE: 301-476-9060

CELL:

MHIC#: 122805

EXPIRATION DATE: 08-09-2020

DATE OF PROPOSAL: 07/05/2019



12905 Coastal Highway  
Ocean City, MD, 21842  
Tel.: 443-366-5556;  
Fax: 888-959-7850  
E-mail: [oceantower1@usa.com](mailto:oceantower1@usa.com)  
[www.oceantowerconstruction.com](http://www.oceantowerconstruction.com)  
MHIC # 128811

**Date:** 7/8/2019  
**Re: Proposal #** 19353

**Subject:**

Loretta Purnell House  
Rehabilitation

**Project Address:**

3848 Snow Hill Rd., Snow  
Hill MD 21863

**Client:**

Office of County Commissioners  
Worcester County Government Center  
One West Market Str - Room 1103  
Snow Hill MD 21863

**THIS CONSTRUCTION CONTRACTOR AGREEMENT** ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between ***Ocean Tower Construction LLC*** ("Ocean Tower"), a Maryland limited liability company and \_\_\_\_\_ ("Owner"). Ocean Tower and Owner are hereinafter refereed to collectively as the "Parties"). In consideration of the promises and mutual covenants contained herein, the receipt, adequacy and sufficiency of which are acknowledged by the Parties, the Parties hereby agree as follows:

**1. Project**

- Work to be performed per scope of work mentioned in the bid documents enclosed for reference.

**Price for the work stated above is \$37,034.00 and includes labor and materials.**

**Note:** Quote is good only if the project gets approved within 30 days from the date of submitting the Proposal. After 30 days, the price for the work stated above may be subject to change (increase).

**Change Orders:** A change order can occur at any stage of a construction project. Although there can be many reasons, changes in construction projects are primarily due to three causes: design errors and omissions, change in field conditions or owner initiated changes. **All Change Orders should be discussed with the estimators or project managers and not employees that are working on site.** Ocean Tower's site employees do not have authority to approve and should not execute any scope of work outside of the initial agreement.



Loretta Purnell

05/18/19

3848 Snow Hill Road

Snow Hill, MD 21863

410-632-3790

#### SCOPE OF WORK

A: Remove all existing roof shingles, flashings, drip edge, and any damaged roof sheathing. Remove all gutters and down spouts. Replace any water damaged roof sheathing with like sized sheathing. Install new peel and stick roof underlayment. Install white wide drip edge at all eaves and rakes. Install new ice and water shield at all valleys and eaves. Install new plumbing vent boots, aluminum wall and step flashings as necessary. Step flashings for all chimneys to be "let" into the mortar joints with counter flashing. Install new thirty year architectural shingles with hip and ridge shingles as necessary. Install new roof ridge venting. Clean up and haul away all construction related debris including fallen and dropped nails. Replace all existing gutter with white continuous aluminum gutters and all necessary down spouts. Install splash block diverters at all downspouts

PRICE: 27,541.00

B: Remove existing water heater. Install new fifty gallon water heater with all necessary plumbing connections. Remove and discard old water heater. Install pressure gauge on water pump in basement. Replace aerator at second floor bathroom faucet and check for leaks under sink.

PRICE: 4,032.00

C: Replace all missing siding and associated trim pieces at half gable of rear side porch. Add course of brick and mortar at side brick step entry to correct steps of unequal height risers. Remove all construction related debris.

PRICE: 1,785.00

D: Correct three way switches at top of stairs for proper operation with fan/light fixture. Install new smoke detectors to current Code with units having ten year lithium batteries. Areas where hard wiring smoke detectors would require wall or ceiling damage can utilize straight battery operated units. Install GFCI outlets in kitchen to meet current Code.

PRICE: 3,676.00

LBP:

E: See attached lead paint risk assessment report with house diagram and complete mitigation of areas noted as "Hazards" on pages 4 and 5 to include:

Hazard #1- Deteriorated Paint on Interior Surfaces noted on page 3 as being positive for lead paint are to be stabilized per current EPA LBP paint requirements, including wet scrape, prime, and repaint.

Loretta Purnell

05/18/19

3848 Snow Hill Road

Snow Hill, MD 21863

410-632-3790

Hazard #2- Deteriorated paint on Exterior Surfaces noted on page 3 as positive for lead paint are to be stabilized per current EPA LBP paint requirements, including wet scrape, prime and repaint. Basement window identified on page 3 to be replaced with new vinyl Energy Star rated window.

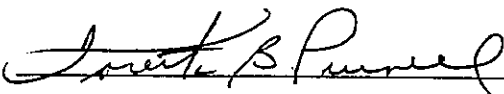
Hazard #3- Side B Entry hall window identified on page 3 to be replaced with new Energy Star rated vinyl window.

General Conditions LBP:

1. This project involves removal and mitigation of lead components. The MHIC licensed general contractor must be EPA certified and Maryland Department of the Environment accredited and be able to prove current Lead Paint training for all workers on site.
2. This is an owner-occupied dwelling with one adult in residence. The dwelling will NOT be empty nor vacated during the course of work. The owner may or may not be present in the dwelling during normal business hours.
3. Use all applicable LBP training to perform the scope according to EPA and Maryland regulations. Get a receipt for the copy of Renovate Right that you distribute to your client prior to the start of work and maintain all administrative records required by the EPA. Post your Lead Warning signs. HEPA clean individual interior work areas, as you go. Use an appropriate level of PPE when conducting abatement activities. Protect the grounds around the dwelling from paint chip deposits.
4. Post-renovation clearance on will be performed by Lead Risk Assessor selected by the Program. The Contractor must notify the Lead Risk Assessor in advance to schedule a Clearance Inspection. Initial costs of testing are covered by the program. Any subsequent clean-up and re-testing due to clearance failure will be paid for by the contractor.

PRICE: Ø

I have reviewed and hereby accept the above scope of work as written.



Owner

6/11/19  
Date

Loretta Purnell

05/18/19

3848 Snow Hill Road

Snow Hill, MD 21863

410-632-3790

TOTAL PRICE: 37,034.00

SIGNATURE: *Oleg Shakirov*

PRINTED NAME: OLEG SHAKIROV

TITLE: PRESIDENT

COMPANY NAME: OCEAN TOWER CONSTRUCTION LLC

ADDRESS: 12905 COASTAL HWY

OCEAN CITY MD 21842

PHONE NUMBERS: OFFICE: 443-366-5556 CELL:

MHIC#: 128811

EXPIRATION DATE: 11/30/20

DATE OF PROPOSAL: 7/8/19





## Worcester County

HEALTH DEPARTMENT

P.O. Box 249 • Snow Hill, Maryland 21863-0249  
[www.worcesterhealth.org](http://www.worcesterhealth.org)

Snow Hill (Main Office)  
410-632-1100  
Fax 410-632-0906

Rebecca L. Jones, RN, BSN, MSN  
Health Officer

7

### MEMORANDUM

To: Kathy Whited

Date: July 11, 2019

From: David M. Beach II *DMB II*

RE: FY20 Core Public Health  
Services Funding Agreement

Attached is the FY2020 Core Public Health Services Funding Agreement which needs the signature of the Commissioner's President Diana Purnell.

When completed, please call me at 410-632-1100 Ext 1215 and I will arrange to have it picked up.

Thank you for your help.

**REVIEWED** *Kathy Whited*  
Worcester County Budget Officer

**To:** Rebecca Jones  
**From:** David M. Beach II  
**Date:** 07/11/2019  
**Subject:** FY20 Core Public  
Health Services  
Funding

# MEMORANDUM

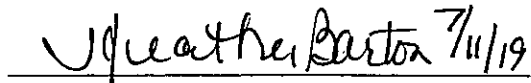
Dear Rebecca:

Attached is the FY20 Core Public Health Services Funding Agreement. This agreement is used to report our county match to Health Systems and Infrastructure Administration (Core). This form needs your signature and will be forwarded to the County Commissioners for their signature. Also attached is the approved FY20 County Budget.

Thank you,

 7/11/19

David M. Beach II  
Accountant Supervisor

 7/11/19

Heather Barton

Date



Core Public Health Services Funding Agreement  
July 1, 2019 through June 30, 2020

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

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

(a) Maryland Department of Health shall provide funds as follows:	Match %	Amount	TOTALS
Match Percentage (%) STATE	26.7287%		
State Match amount		\$866,810	
Additional State dollars for Core (COLA adjustment)		\$0	
Subtotal - State Share of match			\$866,810
Total STATE funds			\$866,810
(b) Worcester County shall provide funds as follows:			
Match Percentage (%) LOCAL	73.2713%		
Required Match (local funds required for match)		\$2,376,183	
100% Local funds eligible for match (beyond match requirement)		\$2,579,596	
Subtotal		\$4,955,779	
100% Local funds (LHD) not eligible for match		\$661,065	
Total LOCAL funds			\$5,616,844
Total Funds			\$6,483,654

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

Yes  
(yes or no)

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

No  
(yes or no)

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

  
(SIGNATURE)

David M. Beach II  
(Print Name)

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

6. Political subdivision elects to audit State financial records.


No  
(yes or no)

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

Yes  
(yes or no)

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

Date: \_\_\_\_\_  
(Secretary, MDH)

Date: 7/12/17   
(Local Health Officer)

Date: \_\_\_\_\_  
(Local Executive Authority)

Expense Budget Worksheet Report			
	Account Number	Account Description	2020 Approved
<b>Department: 1301 - Health Department</b>			
	6100.010	Administrative Expense Administrative Expenses	3,000.0000
	6550.030	Building Site Expenses Carpet/VCT Cleaning	7,200.0000
	6550.040	Building Site Expenses Cleaning Contract	68,270.0000
	6550.050	Building Site Expenses Custodial Supplies	350.0000
	6550.060	Building Site Expenses Electricity	121,279.0000
	6550.070	Building Site Expenses Elevator Testing	2,500.0000
	6550.080	Building Site Expenses Fire Alarm Testing	2,350.0000
	6550.081	Building Site Expenses Fire Extinguishers	327.0000
	6550.085	Building Site Expenses Generator Fuel Oil	1,250.0000
	6550.090	Building Site Expenses General Maintenance Repairs	47,137.0000
	6550.100	Building Site Expenses Generator Services & Repairs	2,900.0000
	6550.110	Building Site Expenses Heating Fuel Oil	13,500.0000
	6550.120	Building Site Expenses Heating Propane	80,935.0000
	6550.124	Building Site Expenses HVAC Loop Water Treatment	2,250.0000
	6550.180	Building Site Expenses Pest Control/Termite Insp	1,375.0000
	6550.220	Building Site Expenses Security Alarm Monitoring	1,095.0000
	6550.230	Building Site Expenses Security System Expenses	75.0000
	6550.242	Building Site Expenses Sewage Pump Monitoring	500.0000
	6550.250	Building Site Expenses Sprinkler Testing	3,300.0000
	6550.255	Building Site Expenses Stormwater Utility Fee	200.0000
	6550.270	Building Site Expenses Telephone	48,779.0000
	6550.280	Building Site Expenses Tipping Fees	1,620.0000
	6550.300	Building Site Expenses Trash Removal	4,610.0000
	6550.310	Building Site Expenses Water & Sewer	4,200.0000
	7120.050	Other Non-Matching Expenses Health Dept Ocean City Apartment	15,840.0000
	7120.060	Other Non-Matching Expenses Health Dept On Call	26,468.0000
	7120.200	Other Non-Matching Expenses Local Management Board	10,000.0000
	7120.350	Other Non-Matching Expenses School Safety	189,755.0000
	7130.020	Matching Appropriation Health Department State Share	4,955,779.0000
<b>Department Total: 1301 - Health Department</b>			<b>\$5,616,844.00</b>

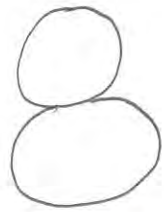




DONNA J. BOUNDS  
WARDEN

**Worcester County  
Jail**

P.O. BOX 189  
SNOW HILL, MARYLAND  
21863  
TEL: 410-632-1300  
FAX: 410-632-3002



QUINTIN L. DENNIS  
SECURITY

FULTON W. HOLLAND JR.  
CLASSIFICATION

July 17, 2019

Harold Higgins, Chief Administrative Officer  
Worcester County Administration  
Room 1103 Government Center  
One West Market Street  
Snow Hill, MD 21863

***RE: Request for Worcester County Local Behavioral Health Authority Agreement***

Dear Mr. Higgins,

I am submitting a request for approval to enter into an agreement with the Worcester County Local Behavioral Health Authority to continue to receive grant funds for behavioral programs for the inmate population. The program operates in unison between the Worcester County Health Department and the mental health program provided by Wellpath. Wellpath provides onsite mental health services for the inmate population, weekly video conference calls with patients conducted by the psychiatrist and access to the 24 hour on-call psychiatrist. The requirements are outlined in Attachment 1. The compensation for the grant is outlined in Attachment II of the packet and is not to exceed \$20,000 per fiscal year. Please contact me if you have any questions.

Sincerely,

Donna J. Bounds, Warden  
Worcester County Jail

# **Worcester County Local Behavioral Health Authority Agreement For Maryland Community Criminal Justice Treatment Program Services**

THIS AGREEMENT is made this twenty-sixth day of June, 2019 by and between Worcester County Local Behavioral Health Authority, a public authority of the State of Maryland, hereinafter called the LBHA, and County Commissioners of Worcester County, Maryland on behalf of Worcester County Jail, hereinafter called the Grantee, located at 5022 Joyner Road, Snow Hill, MD 21863, for the purpose of providing services under the Maryland Community Criminal Justice Treatment Program.

## **1 GENERAL CONDITIONS**

The State of Maryland and/or Worcester County have imposed various general conditions upon this Agreement. These conditions are:

### **1.1 Reporting and Evaluation**

The Grantee will maintain program statistical records and submit status reports as are required by the LBHA according to a schedule prescribed by and using the forms or formats provided by the LBHA and the State of Maryland.

The Grantee shall maintain program records and all pertinent information required by the LBHA and agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services, may be conducted upon reasonable notice, or site at any reasonable time by State of Maryland personnel whose official duties require such review or meetings and such other persons as authorized by the LBHA.

### **1.2 Inspection of Premises**

The Grantee agrees to permit authorized officials of the State of Maryland/LBHA to monitor/inspect, at reasonable times, its program and place of business, job site, or any other location, that is related to the performance of this Agreement.

### **1.3 Confidentiality**

Neither Party shall use or disclose any confidential information which would identify a client of the services provided under this Agreement for any purpose not directly connected with administration of such services, except upon written consent of the other Party and the client or, if he be a minor, his responsible parent or guardian, unless the disclosure is required by court order, or for program monitoring by authorized State of Maryland or Worcester County agency.

A Business Associate Agreement governing the exchange of Protected Health Information, as defined by the Health Insurance Portability and Accountability Act of

1996, is attached hereto and made a part hereof.

**1.4 Laws to be Observed**

The Grantee shall keep fully informed of and comply with all Federal, State, and County laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed to carry out this Agreement, or which in any way otherwise affect or are applicable to the service or performance of this Grant for Services Agreement.

**1.5 Licensure Requirements**

The Grantee shall acquire and maintain as current all licenses and certifications appropriate to and necessary for the provision of services under this Agreement for Services. Failure or inability to acquire and maintain current licenses and certifications shall render this Agreement for Services null and void.

Where licensure/certification are required for the provision of services, the Grantee will, in performing the services include documentation for this Agreement of all necessary licenses/certifications.

**1.6 Civil Rights, Americans with Disabilities Act, and Affirmative Action**

The Grantee certifies that it will comply with the Civil Rights Act of 1964, Americans with Disabilities Act, section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, and Section 13-219 of the State Finance and Procurement article, Annotated Code of Maryland.

No individual shall on the ground of race, color, national origin, creed, sex, age, marital status, religion, ancestry, physical and/or mental disability shall be excluded from participation in, or denied the benefits of, or be otherwise subjected to discrimination as part of the service or activities of the project provided by the Grantee. Nor shall such discrimination be practiced in the employment of personnel involved in such projects and/or services of the Grantee. The Grantee and all subcontractors shall post in conspicuous places, available to employees and applicants for employment or services, notices setting forth the provisions of this non-discrimination clause. The LBHA has established and will maintain "methods of administration" to assure that each program or activity for which it provides local financial assistance will be operated in accordance with the compliances. The Grantee agrees to cooperate fully with any efforts being made or monitored by the State of Maryland.

**1.7 Prohibition of Sexual Harassment**

The Grantee shall operate under this Agreement so that no employee or client is subjected to sexual harassment in the work place or in locations and situations otherwise associated with the performance of duties per the terms of this Agreement. Further, the Grantee shall include this clause, or a similar clause approved by the LBHA, in all subcontracts.

The Grantee has primary responsibility for enforcement of these provisions and for securing and maintaining the subcontractor's full compliance with both the letter and spirit of this clause.



**1.8 Drug Free Work Place**

The Grantee certifies that it will provide a drug free workplace by implementing the provisions at 29 CFR 98.630. The Grantee also agrees to maintain a list of places where the performance of work in connection with this Grant will take place. This list shall be available for review by the LBHA.

**1.9 Non-Hiring of State or County Employees**

For the purposes of this Grant, the Grantee shall not engage, on a paid full time or part time or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of the Agreement in the employment of Worcester County or the State of Maryland, except regularly retired employees, without the written consent of the public employer of such person.

**1.10 Payment/Request for Funds**

The Grantee will be paid pursuant to the terms and conditions outlined in Attachment II allowable costs and services rendered under this Agreement. The Grantee must submit a completed request for payment form to the LBHA in the format and according to the schedule specified by the LBHA.

In the event the contract is awarded after the start of a quarter, the request for payment shall be based on the prorated remaining time of the quarter.

**1.11 Documents and Records**

**1.11.1 Maintenance of Fiscal Records and Audits**

The Grantee shall maintain all fiscal records, audits, reports requested by the LBHA and all other documents relative to the performance of services under this contract. Separate accounting systems for Agreement funds will be established and maintained including disbursements, expenditures, and time sheets.

The Grantee shall adopt general accepted accounting procedures and practices and maintained books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs of any nature, expended in the performance of this Agreement. The Grantee and its subcontractors will make available such book, records, documents, and other evidence records for inspections, reviews or audits by the LBHA and/or State of Maryland at any reasonable time.

The Grantee shall collect statistical data of a fiscal nature on a regular basis and make fiscal, statistical reports and statements according to times prescribed by, and on forms furnished by the LBHA and/or State of Maryland. Failure to submit any report when due may result in suspension of funding until the report is received.

**1.11.2 Maintenance of Services Records**

The Grantee shall maintain all records and documents pertaining to its services under this Agreement for a period of five years from the date of final payment by the LBHA. In the event that any litigation, claim, negotiation, audit, or other action involving the records and documents is started before the expiration of the five-year period, the records and documents shall be maintained by the Grantee until completion

of action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.

The LBHA may substitute copies made by microfilming, photocopying, or similar methods for the original records upon prior notification and approval.

#### **1.11.3 Maintenance of records for non-expendable property**

The Grantee shall maintain records for non-expendable property, purchased with Grant funds for a period of three years subsequent to the final disposition of this property. Similar terms with regard to maintenance of such records in the event of litigation, claim, negotiation, audit, or other action involving these records at the expiration of the three-year period as set forth in the above section shall be applicable to these records.

#### **1.11.4 Access to records**

The Grantee shall permit duly authorized representatives of the State of Maryland and the LBHA, at any reasonable time, the right of access to any records or documents of the Grantee, its subcontractors, or assignees which are pertinent to the services to be provided by the Grantee under this Agreement in order to make audit, examination, excerpts, and transcripts. The rights of access under this section shall not be limited to the required maintenance of records period set forth in the above section but shall last as long as the records and documents are maintained by the Grantee, its subcontractors, or assignees.

#### **1.11.5 Rights in data**

The LBHA may duplicate, use and disclose in any manner and for any purpose whatsoever, and have others so do, all data delivered under this Agreement except where such use may contravene Federal, State, or County guidelines on client confidentiality. The Grantee shall not affix any restrictive markings upon any data and if such markings are affixed, the LBHA shall have the right at any time to modify, remove, obliterate, or ignore such markings.

The Grantee hereby grants to the LBHA a royalty-free, nonexclusive, and irrevocable license to publish, translate, reduce, deliver, perform, dispose of and to authorize others so to do all data and materials now or hereafter covered by copyright; provided that with respect to data originated in the performance of this Agreement, such license shall be only to the extent that the Grantee has the right to grant such license without becoming liable to pay compensation to others because of such grant.

The Grantee shall exert all reasonable effort to advise the LBHA, at the time of delivery of data furnished under this Agreement, of all invasions of the right of privacy contained therein and of all portions of such data compiled from work not composed or produced in the performance of this Agreement and not licensed under this clause.

The Grantee shall report to the LBHA, promptly and in written detail, each notice or claim of copyright infringement received by the Grantee with respect to all data delivered under this Agreement.

#### **1.11.6 Publications**

All published materials (written, visual, or audio) prepared in connection with this

Agreement shall carry a footnote acknowledging assistance received under this grant, and that the claimed findings and conclusions do not necessarily reflect the views of the State of Maryland and/or the LBHA. In addition, a copy of all publications must be furnished to the State of Maryland and the LBHA.

**1.11.7 Audit or Examination Discoveries**

If any unauthorized expenditures, unallowable expenditures, or irregularities are discovered upon examination or audit of records and documents pertinent to the performance of services under this Agreement, the Grantee is responsible for such expenditures and for making any necessary reparations to the LBHA.

**1.12 Unexpended Funds**

Any request for carryover of unexpended funds should be submitted to the LBHA at least 30 days in advance of the termination date of the Agreement to allow for LBHA/State of Maryland approval and processing. The approval or disapproval of any carry over will be stated by the LBHA and/or State (where applicable) in writing.

Unexpended funds may be reallocated to another Grantee or deducted from the next fiscal year's award to the original Grantee.

**1.13 Insurance**

The Grantee will perform services with the degree of skill and judgment, which is normally exercised by, recognized professionals with respect to services of a similar nature.

It is agreed that the Grantee shall be responsible for any loss, personal injury, deaths, and/or damages that may be done or suffered by any persons solely by reasons of the Grantee's service performance, negligence, or failure to perform any of the obligations which obligates him/her to perform. The Grantee hereby agrees to indemnify and save the State of Maryland harmless to the extent permitted by law from any loss, cost, damages and other expenses suffered or incurred by the State of Maryland solely by reason of the Grantee's negligence or failure to perform any of the said obligations. The Grantee shall take proper safety and health precautions to protect his work, his employees, the public and the property of others from any damages or injury resulting solely from the performance of his work described herein.

The State of Maryland shall not be liable for any injuries to the employees, agents or assignees of the Grantee arising out of or during the course of employment relating to this Grant.

The Grantee has in force or shall obtain, and will maintain insurance in not less than the following amounts during the performance of the services called for in this Agreement:

Workmen's Compensation Insurance - covering the Grantee's employees as required by Maryland law.

Comprehensive Bodily Injury and Property Damage Liability Insurance –



excluding automobiles owned or hired by the Grantee or loaned to the Grantee by the State of Maryland, with limits as follows:

Bodily Injury or Death:	\$250,000 each person \$500,000 each occurrence
Property Damage:	\$200,000 each person \$500,000 each occurrence
Professional Liability:	\$200,000 per claim/person \$500,000 each occurrence

The Grantee will furnish the State of Maryland/LBHA, Office of Risk Management, Certificates of Insurance which shall identify the State of Maryland/LBHA as the certificate holder and provide that the State of Maryland will be notified by the insurer at least (10) days prior to cancellation or material change of any such coverage.

#### **1.14 Contract/Grant Modifications**

The LBHA must approve, in writing, requested changes by the Grantee in project content, including fiscal and program changes. The following Agreement modifications will require the approval of the LBHA and be documented as an Agreement Amendment:

- (1) An increase in the total amount of Grant Funds.
- (2) An increase in any single approved budget line item (if any) as set forth in Attachment – II, Compensation.
- (3) A change in the cost sharing ratio.
- (4) A change in the project period and project year dates.
- (5) A change in Grantee's project.
- (6) A major change in Scope of Services or service delivery.

#### **1.15 Grant Renewal**

This Agreement shall be effective for the time period commencing on July 1, 2019 and ending on June 30, 2020 of the same fiscal year, unless otherwise agreed upon in writing. If funds are not appropriated or otherwise not made available to support continuation in any fiscal or calendar year the State of Maryland shall have the right to terminate this Grant and the Grantee is not entitled to recover any cost not incurred prior to termination.

#### **1.16 Equipment**

All expenditures from these grant funds shall be allowable under and in accordance with the DHMH/MDH Human Services Agreement Manual. When the contractor discontinues providing services described in the Attachment – I, Scope of Services, all equipment purchased through this contract will be returned to the Worcester County Health Department Local Behavioral Health Authority.

#### **1.17 Termination of Grant**

If the State of Maryland terminates this Grant for any of the aforementioned reasons, the State of Maryland will perform a final monitoring of the contract. Any money obligated under the Agreement (even if drawn down) but not needed to meet obligations incurred to the date of termination and in accordance with the approved budget, will be returned to the LBHA.

**1.18 Submission of Program Reports**

The Grantee shall submit to the LBHA quarterly expenditure and programmatic reports and an accumulative program report for the twelve (12) month period (July 1, 2019 through June 30, 2020). Reports submitted by the Grantee to the LBHA shall be conducted in compliance with a generally accepted reporting standard and as described in Attachment I of this Agreement. Failure to comply with this requirement could result in non-payment, which could lead to the termination of the Grant or consideration of renewal.

**1.19 Submission of the Audit Report**

The Grantee shall submit to the LBHA a completed report for Fiscal Year 2020 by January 31, 2021. The Grantee shall provide an annual certified financial audit report conducted by an independent accounting firm. Additionally, if the Grantee receives Federal Grant Funds, the Grantee must submit a compliance audit in accordance with the Single Audit Act of 1984, which is incorporated into this Agreement by reference. Failure to comply with these requirements shall result in termination of the Agreement.

**1.20 Sub-Letting of Agreement**

It is mutually understood and agreed that Grantee shall not assign, transfer, convey, sublet or otherwise dispose of his Agreement or his right, title or interest therein, or his power to execute such Agreement, to any other person, firm, or corporation, without the previous written consent of the LBHA, but in no case shall such consent relieve the Grantee from his obligations, or change the terms of the Agreement.

**2 SCOPE OF SERVICES**

The Grantee agrees to perform the services outlined in Attachment - I, Scope of Services, which is attached hereto and made a part hereof. The Scope of Services may be amended by mutual agreement or to meet the Conditions of Award as established by the Behavioral Health Administration.

**3 COMPENSATION**

The value of this grant is defined in Attachment – II, Compensation, which is attached hereto and made a part hereof. Payment is contingent upon availability of funding.

**4 TERM**

The initial term of this Agreement shall be the time period beginning on July 1,

2019 and ending on June 30, 2020.

## **5 TERMINATION**

This Agreement shall not be terminated during its term without the mutual consent of the parties except that:

### **5.1 Termination for Insufficient Funds**

If the present source of funding should be reduced or terminated, this grant shall automatically terminate at the option of the State of Maryland with verbal and written notice. If the State of Maryland/LBHA terminates this grant, the Grantee is not entitled to recover any costs not incurred prior to termination.

### **5.2 Termination for Default**

If the Grantee fails to fulfill his/her obligations under this Agreement properly and on time, or otherwise violates any provision of the Agreement, the State of Maryland/LBHA may terminate the Agreement by written notice to the Grantee. The notice shall specify the acts of omission relied on as cause for termination. The State of Maryland shall pay the Grantee fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the Agreement of damages caused by Grantee's breach. If the damages are more than the compensation payable to the Grantee, the Grantee will remain liable after termination and the State of Maryland can affirmatively collect damages.

### **5.3 Termination for Convenience**

The performance of work under this Agreement may be terminated by the State of Maryland with sixty (60) days written notice in accordance with this clause in whole, or from time-time in part, whenever the LBHA shall determine that such termination is in the best interest of the State of Maryland.

The State of Maryland will pay all reasonable costs associated with this Agreement that the Grantee has incurred up to the date of the termination and all reasonable costs associated with termination of the Agreement. However, the Grantee shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.

### **5.4 Breach**

In the event that either party breached this Agreement resulting in damages to the other party, the principal remedy shall be the immediate termination of the Agreement, together with all other remedies set forth herein.

The waiver of either party of any breach of any provision of this Agreement of warranty or representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver or such right. All rights and remedies provided for herein are cumulative.



## **6 INDEMNIFICATION**

To the extent permitted by law, the Grantee, shall indemnify and hold harmless the State of Maryland, its agent, officials, and employees, from any liability, damage, expense, cause of action, suits, claims, or judgments up to the amount of the Grantee's statutory limits of liability, as provided by law, arising from injury to persons, including death or personal injury or otherwise, which arises out of the acts, failures to act, to negligence of the Grantee, its agents and employees, in connection with or arising there from or incurred in connection therewith as it pertains to this Agreement, and if any judgment shall be rendered against the State of Maryland/LBHA in any such action, the Grantee shall at its own expense, satisfy and discharge same, up to the amount of the Grantee's statutory limits of liability, as provided by law.

## **7 INCLUSION OF ENTIRE AGREEMENT**

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to obligations and responsibilities to one another and contains all of the covenants and agreements between the parties.

The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding on the parties.

## **8 NOTICES**

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, to the LBHA and to Grantee at their respective places of business as designated from time to time by the parties.

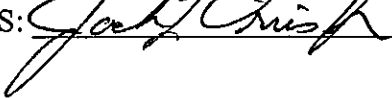
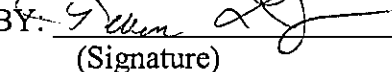
## **9 LAW GOVERNING AGREEMENT**

The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

This contract is subject to the policies of the Maryland Department of Health as incorporated in the Human Services Agreements Manual.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year first above written.

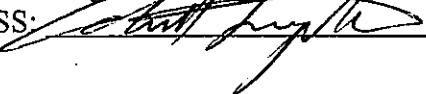
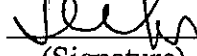
FOR WORCESTER COUNTY HEALTH DEPARTMENT

WITNESS:  BY:  7/16/19  
(Signature) (Date)

Rebecca L. Jones, R.N., B.S.N., M.S.N.  
(Type Name)

Health Officer  
(Title)

FOR WORCESTER COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY

WITNESS:  BY:  7/11/19  
(Signature) (Date)

Jessica Sexauer  
(Type Name)

Director  
(Title)

FOR COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
(Signature) (Date)

Diana Purnell  
(Type Name)

President  
(Title)

FOR WORCESTER COUNTY JAIL

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
(Signature) (Date)

Donna Bounds  
(Type Name)

Warden  
(Title)

**WORCESTER COUNTY LOCAL BEHAVIORAL HEALTH AUTHORITY  
ATTACHMENT – I  
SCOPE OF SERVICES**

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

Provider: Worcester County Jail  
Monitor: Worcester County Local Behavioral Health Authority  
Contract Purpose: Maryland Community Criminal Justice Treatment Program  
Contracting Period: FY 2020

(6/20/19)

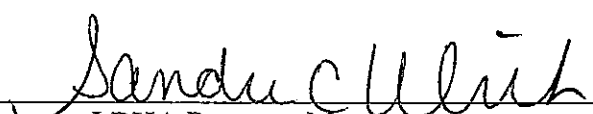
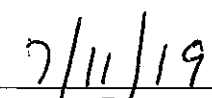
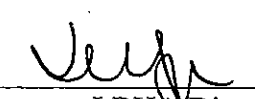
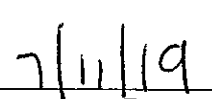
REQUIREMENTS	METHOD	FREQUENCY	COMPLIANCE RATING YES/NO	COMPLIANCE FINDINGS
1. The WORCESTER COUNTY JAIL shall identify individuals in the Jail who have serious mental illness.	Review monthly statistics Review client records Bi-Monthly Jail Mental Health Advisory Committee meeting	Monthly  Bi-Monthly, not later than June 30, 2020		
2. The WORCESTER COUNTY JAIL shall provide appropriate mental health services to a minimum of 80 inmates.	Review monthly statistics Review client records	Monthly Annually, not later than June 30, 2020		
3. The WORCESTER COUNTY JAIL shall provide psychiatric screening/ evaluation; medication therapy; short-term crisis intervention; and advocacy	Review monthly statistics Review client records Review staffing complement	Monthly  Annually, not later than June 30, 2020		
4. The WORCESTER COUNTY JAIL shall submit to the Worcester County Health Department Re-entry Coordinator, by the fifth (5 <sup>th</sup> ) of each month, data including number of persons screened, assessed, treated, received crisis intervention services, released and number of referrals to community mental health providers. Additionally, the WORCESTER COUNTY JAIL will submit quarterly reports to the LBHA, which will in turn submit to the Division of Special Populations, required by BHA.	Review monthly statistics	Monthly		



REQUIREMENTS	METHOD	FREQUENCY	COMPLIANCE RATING YES/NO	COMPLIANCE FINDINGS
5. The WORCESTER COUNTY JAIL shall ensure the education of Jail staff members, community mental health providers, and involved agencies to the needs of this population to include training in effective methods for working with identified individuals.	Review training curriculum Review attendee lists Review training evaluation forms	Annually, not later than June 30, 2020		
6. The WORCESTER COUNTY JAIL shall employ a Maryland licensed psychiatrist and/or Maryland licensed Certified Registered Nurse Practitioner – Psychiatric Mental Health (CRNP-PMH) who shall determine the appropriateness of tele-psychiatric care.	Review monthly statistics Review client records	Monthly  Annually, not later than June 30, 2020		
7. The WORCESTER COUNTY JAIL shall submit to the Behavioral Health Administration's Director of the Maryland Community Criminal Justice Treatment Program (MCCJTP) the evaluation tool used to determine the appropriateness for tele-psychiatry as a viable treatment method.	Review correspondence with BHA	Annually, not later than August 31, 2019		
8. When tele-psychiatry is not appropriate or prevented due to technical failure, the WORCESTER COUNTY JAIL shall provide face-to-face psychiatric treatment by a Maryland licensed psychiatrist and/or Maryland licensed Certified Registered Nurse Practitioner –Psychiatric Mental Health (CRNP-PMH) as not to disrupt the treatment plan.	Review monthly statistics Review client records	Monthly  Annually, not later than June 30, 2020		

REQUIREMENTS	METHOD	FREQUENCY	COMPLIANCE RATING YES/NO	COMPLIANCE FINDINGS
<p>9. The WORCESTER COUNTY JAIL shall assure that each inmate/patient's chart includes documentation that</p> <p>a. The inmate was made aware of the tele-psychiatric services he/she was to receive and consent was obtained;</p> <p>b. Tele-psychiatry was appropriate clinical treatment for the individual inmate;</p> <p>c. Electronic transmission of the individual's session including any information that the individual fully complies with HIPAA regulations;</p> <p>d. That the session was absent of equipment, connectivity, and transmission failures;</p> <p>e. Inmate's response with tele-psychiatry</p> <p>1) Negative responses to be explained in chart</p>	<p>Review monthly statistics</p> <p>Review client records</p>	<p>Monthly</p> <p>Annually, not later than June 30, 2020</p>		
<p>10. The WORCESTER COUNTY JAIL shall employ a Maryland licensed psychiatrist and/or Maryland licensed Certified Registered Nurse Practitioner – Psychiatric Mental Health (CRNP-PMH) for a minimum of 2-4 hours a week to provide psychiatric treatment including:</p> <p>a. Psychiatric assessment and treatment plan</p> <p>b. Medication management excluding the purchase of medication shall be provided per treatment plan</p> <p>c. Provide 24 hour on-call psychiatric consultation for 52 weeks as needed during emergencies as determined by the Jail.</p>	<p>Review monthly statistics</p> <p>Review client records</p>	<p>Monthly</p> <p>Annually, not later than June 30, 2020</p>		
<p>11. The WORCESTER COUNTY JAIL shall employ a licensed mental health professional for a minimum of 10 hours per week to provide mental health screening, mental health assessment, individual and/or group therapy and short term crisis intervention.</p>	<p>Review monthly statistics</p> <p>Review client records</p>	<p>Monthly</p> <p>Annually, not later than June 30, 2020</p>		

REQUIREMENTS	METHOD	FREQUENCY	COMPLIANCE RATING YES/NO	COMPLIANCE FINDINGS
12. A representative from the WORCESTER COUNTY JAIL shall be an active participant on the local mental health advisory committee, which will meet a minimum of four times per year	Review the local mental health advisory committee meeting sign-in sheets and/or minutes. [The Local Behavioral Health Authority will maintain copies of the sign-in sheets and minutes.]	Annually, not later than June 30, 2020		
13. The WORCESTER COUNTY JAIL shall have a protocol for complaints filed by or on behalf of a consumer, in accordance with COMAR 10.21.17.16. The WORCESTER COUNTY JAIL is required to report to the LBHA any complaints received and their resolution on a periodic basis.	Review of Policies and Procedures. Examination of prominent display in accessible centralized location of the written description of the grievance procedure.  Review of grievance reports filed with LBHA.	Annually, not later than June 30, 2020		
14. The WORCESTER COUNTY JAIL shall submit an annual report, by July 15, 2020.	Review annual report	July 15, 2020		

_____ Agency Representative(s)   _____ LBHA Program Monitor	_____ Date   _____ Date
  _____ LBHA Director	  _____ Date

## **Attachment – II** **COMPENSATION**

**Amount of Grant.** The value of this grant is not to exceed \$20,000 in total direct costs for the fiscal year, commencing July 1, 2019 and ending June 30, 2020.

### **Payment Terms.**

The grantee shall submit a request for reimbursement in the form of an invoice, accompanied by a DHMH/MDH 437 and a statement of budgeted and actual expenditures (DHMH/MDH 438), for each quarter of the fiscal year. The invoice shall be for actual allowable costs for goods or services rendered under the grant as defined in Attachment I – Scope of Services. The amount of the invoice may not exceed the actual costs to the grantee for the period covered by the invoice.

This invoice shall conform to State Standards and at minimum:

Every invoice should clearly show the name and address of the agency or agency being billed. The invoice must sufficiently describe the goods or services provided and for which reimbursement is sought, including the date that the goods or services were rendered and the date of invoice. Each invoice must contain the name, remittance address, and federal taxpayer identification number of the grantee or vendor providing the service.

With the statement of budgeted and actual expenditures submitted with each invoice, the grantee shall demonstrate expenditures in accordance with the submitted budget. The grantee shall demonstrate that all Maryland Community Criminal Justice Treatment Program grant monies are spent within the specified grant period.

Invoices for the first, second, and third quarters of the fiscal year may not be submitted until after the end of the quarter. An invoice for the fourth quarter must be submitted before the end of the fourth quarter. At the end of the fiscal year, the sum of the quarterly invoices may not exceed the value of the grant. In any quarter, if the actual costs exceed one-fourth of the total amount of the grant, the grantee may, but is not required to, submit an invoice for only one-fourth of the annual total.

If the initial monitoring visit requires the submission of a program improvement plan, payment will be withheld until the Local Behavioral Health Authority determines that the program improvement plan has been successfully completed.

### **Reduction or Withholding of Payment Due to Noncompliance or Failure to Provide Contracted Services:**

The Local Behavioral Health Authority reserves the right to reduce and/or withhold payment of an invoice if the grantee has failed to comply in any material respect with Attachment I - Scope of Services. Compliance will be determined by the program monitor and will be documented in the program monitoring report. The provider will be notified in writing, within ten days of



receipt of the invoice, of the total amount withheld and the reason for the reduction and/or withholding of payment. If the provider is required to submit a program improvement plan (PIP), payment may be withheld until the LBHA has determined that the PIP has been successfully completed.

Payment is contingent upon availability of funding.

Initials

JS

7.18

\_\_\_\_\_

\_\_\_\_\_

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between the Worcester County Health Department, a unit of the Maryland Department of Health (MDH) (herein referred to as "Covered Entity") and County Commissioners of Worcester County, Maryland on behalf of Worcester County Jail (hereinafter known as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the "Underlying Agreement") pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), and the HIPAA Omnibus Final Rule of 2013 (collectively, "HIPAA"); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information ("PHI") as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§4-301 *et seq.*) ("MCMRA"); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOWHEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

### I. DEFINITIONS

- A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific definitions:
  - 1. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean County Commissioners of Worcester County, Maryland on behalf of Worcester County Jail.

2. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement shall mean the Worcester County Health Department.
3. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. Protected Health Information ("PHI"). Protected Health Information or "PHI" shall generally have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103.

## **II. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE**

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set as defined at 45 C.F.R. § 164.514(e)(2), for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 C.F.R. § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement as described in 45 C.F.R. § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.
- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual pursuant to §§ 13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State's payment of Business Associate for its performance pursuant to the Underlying Agreement.
- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in § 13406 of the HITECH Act in connection with any PHI of individuals.

### III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement, the Underlying Agreement, the MCMRA, as Required by Law, or as authorized by Covered Entity, so long as the authorized use or disclosure is permitted by law.
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- D.
  - 1. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without unreasonable delay and in no case later than fifteen (15) calendar days after the use or disclosure.
  - 2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
    - a. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
    - b. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
    - c. Is in substantially the same form as Exhibit A hereto.
- E. In addition to its obligations in Sections III. A-D, within 30 calendar days after the incident constituting the Breach is first known, Business Associate shall provide to Covered Entity a draft letter for the Covered Entity to review and approve for use in notifying the Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes , to the extent possible:
  - 1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
  - 2. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);



3. Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
  4. A brief description of what the Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
  5. Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- F. In the event the event the Breach occurs through the fault of Business Associate, Business Associate shall be responsible for notifying Individuals by sending via First Class U.S. Mail the approved letter described in Section III(E) no later than 60 calendar days after discovery of the Breach.
- G. In the event the Breach occurs through the fault of Covered Entity, Covered Entity shall be responsible for notifying Individuals no later than 60 calendar days after Covered Entity receives notice of the Breach from the Business Associate.
- H. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
- I. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
- J. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- K. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- L. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- M. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary of HHS for purposes of determining compliance with the HIPAA Rules.

- N. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

#### IV. TERM AND TERMINATION

- A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract entered into following the solicitation for Maryland Community Criminal Justice Treatment Program, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
  2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines or reasonably believes that cure is not possible.
- C. Effect of Termination.
1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
  2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.
- D. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

## **V. CONSIDERATION**

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

## **VI. REMEDIES IN EVENT OF BREACH OF AGREEMENT**

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

## **VII. MODIFICATION; AMENDMENT**

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

## **VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES**

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

## **IX. COMPLIANCE WITH STATE LAW**

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

## **X. MISCELLANEOUS**

- A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.
- B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

- C. Agency. The Business Associate or Subcontractor is acting as an independent contractor and not as the agent of the Covered Entity or Business Associate. This Agreement does not give the Covered Entity or Business Associate such control over operational activities so as to make the Business Associate the agent of the Covered Entity, or the Subcontractor the agent of the Business Associate.
- D. No Private Cause of Action. This Agreement is not intended to and does not create a private cause of action by any individual, other than the parties to this Agreement, as a result of any claim arising out of the Breach of this Agreement, the HIPAA Standards, or other state or federal law or regulation relating to privacy or confidentiality.
- E. Notice to Covered Entity. Any notice required under this Agreement to be given to Covered Entity shall be made in writing to:

Ramiek James, Esq.  
Privacy Officer and Compliance Analyst  
Maryland Department of Health  
Office of the Inspector General  
201 W. Preston Street, Floor 5  
Baltimore, MD 21201-2301  
Phone: (410) 767-5411

- F. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: Worcester County Jail, 5022 Joyner Road

Snow Hill, MD 21863

Attention: Donna Bounds, Warden


Phone: 410-632-1300

- G. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.
- H. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- I. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.
- J. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.



IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

**COVERED ENTITY:**

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

Name: Rebecca Jones, RN, BSN, MSN

Title: Worcester County Health Officer

Date: 7/16/19

**BUSINESS ASSOCIATE:**

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

Name: Diana Purnell

Title: President, Worcester County Commissioners

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

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

Name: Donna Bounds

Title: Warden, Worcester County Jail

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

**EXHIBIT A**

**FORM OF NOTIFICATION TO COVERED ENTITY OF  
BREACH OF UNSECURED PHI**

This notification is made pursuant to Section III.2.D(3) of the Business Associate Agreement between (Worcester County Health Department), a unit of the Maryland Department of Health (MDH),  
and \_\_\_\_\_ (Business Associate).

Business Associate hereby notifies MDH that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: \_\_\_\_\_  
\_\_\_\_\_

Date of the breach: \_\_\_\_\_ Date of discovery of the breach: \_\_\_\_\_

Does the breach involve 500 or more individuals? Yes/No      If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach: \_\_\_\_\_

Names of individuals affected by the breach: (attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): \_\_\_\_\_  
\_\_\_\_\_

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact information to ask questions or learn additional information:

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

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

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

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

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



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OFFICE OF THE STATE'S ATTORNEY FOR WORCESTER COUNTY  
KRISTIN HEISER, STATE'S ATTORNEY

July 23, 2019

Worcester County Commissioners  
1 West Market Street  
Snow Hill, Maryland 21863

Dear Commissioners:

I am writing to request approval to submit a grant application on behalf of the Office of the State's Attorney to the Governor's Office of Crime Control and Prevention for the purchase of a case management software system.

We plan to apply for a \$227,700 grant to cover the cost of the purchase, implementation, maintenance, and staff training of new case management software. The case management software currently in use is over 15 years old with limited functionality, because of technological advances in the software used by all of our partnering agencies. These limitations are increasingly apparent when viewed in the context of the court-mandated e-filing system we are required to use. Our outdated software frustrates my staff's efforts to perform efficiently and prevents them from assisting prosecutors in case preparation because of time spent on menial tasks which could be eliminated by the purchase of a new software system.

This grant funding opportunity would mean a huge increase in productivity for my staff while attending their current job responsibilities, and would then allow us to focus our energy on additional outreach, education, and awareness. Specific to opioid abuse in Worcester County, the new case management system would also allow us to track opioid cases and keep case statistics to evaluate our strategies and provide measures of success in our fight against the opioid crisis. Should we receive the grant funding, Worcester County taxpayers would benefit greatly.

Thank you for your time and consideration of this matter.

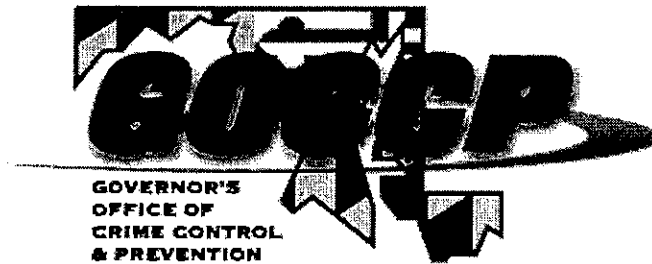
Very Truly Yours,

  
Kristin Heiser  
State's Attorney for Worcester County

**Edward J. Byrne Memorial Justice Assistance (BJAG) Grant –  
2019 (BJAG)**

**Applicant: Worcester County Board of County  
Commissioners**

**Grant Application Form**



**Governor's Office of Crime Control and Prevention**

**Pending Submission**

Governor's Office of Crime Control and Prevention  
100 Community Place, 1st Floor Crownsville, MD  
21032-2042 (410) 697-9338  
Email: [dinfo\\_goccp@maryland.gov](mailto:dinfo_goccp@maryland.gov)

[www.goccp.maryland.gov](http://www.goccp.maryland.gov)  
Larry Hogan, Governor  
Boyd K. Rutherford, Lt. Governor

**Application Contents**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Cover Sheet         | <input checked="" type="checkbox"/> Civil Rights  |
| <input checked="" type="checkbox"/> Face Sheet          | <input checked="" type="checkbox"/> Service Sites |
| <input checked="" type="checkbox"/> Summary / Narrative | <input checked="" type="checkbox"/> Assurances    |
| <input checked="" type="checkbox"/> Budget Summary      | <input checked="" type="checkbox"/> Anti-Lobbying |
| <input type="checkbox"/> Personnel                      | <input type="checkbox"/> Services                 |
| <input type="checkbox"/> Operating                      | <input checked="" type="checkbox"/> Equipment     |
| <input type="checkbox"/> Travel                         | <input type="checkbox"/> Other                    |

Date Stamp:	OFFICE USE ONLY	
	Control Number:	Application Number:
	Received By:	Date:



## Governor's Office of Crime Control &amp; Prevention - Grant Application Form

## Edward J. Byrne Memorial Justice Assistance (BJAG) Grant – 2019 (BJAG)

**Applicant:** Worcester County Board of County Commissioners

**Project Title:** Supporting Data-Driven Approaches to Prosecution in Worcester County, Maryland

**Worcester**

**Local Government**

**Start Date:** 10/01/2019

**Submitted:** Pending Submission

**DUNS Number:** 101119399

**End Date:** 09/30/2020

**Funding Year:**

**SAM Expiration:** 2/1/2020

**Applicant:**

Worcester County Board of County Commissioners  
County Government Center  
Room 1103  
One West Market Street  
Snow Hill, MD 21863  
(410) 632-1194

FAX: (410) 632-3131

**Implementing Agency:**

Worcester County State's Attorney's Office  
The William G. Kerbin, Jr. Building  
106 Franklin Street  
Snow Hill, MD 21863 1076  
(410) 632-2166

FAX: (410) 632-3250

**Authorized Official:**

Purnell, Diana  
dpurnell@co.worcester.md.us  
Worcester County Board of County Commissioners  
County Government Center  
Room 1103  
One West Market Street  
Snow Hill, MD 21863  
(410) 632-1194

President

FAX: (410) 632-3131

**Project Director:**

Heiser, Kristin  
kheiser@co.worcester.md.us  
Worcester County State's Attorney's Office  
The William G. Kerbin, Jr. Building  
106 Franklin Street  
Snow Hill, MD 21863-1076  
(410) 632-2166

State's Attorney

FAX: (410) 632-3250

**Fiscal Officer:**

Reynolds, Kimberly  
kreynolds@co.worcester.md.us  
Worcester County Board of County Commissioners  
County Government Center  
Room 1103  
One West Market Street  
Snow Hill, MD 21863  
(410) 632-1194

Budget Accountant

FAX: (410) 632-3131

Funding Summary	100.0 %	Grant Funds	\$227,700.00	_____	_____
	0.0 %	Cash Match	\$0.00	_____	_____
	0.0 %	In-Kind Match	\$0.00	_____	_____
		Total Project Funds	\$227,700.00		

## **Project Summary**

The Office of the State's Attorney for Worcester County prosecutes every criminal offense committed within Worcester County and serves approximately 52,000 full-time residents as well as hundreds of thousands of tourists every year. Requested grant funding will be used to purchase a comprehensive case management software package that will support planning, agency collaboration, crime mapping, data compilation and statistical analysis to promote prevention and to allow prosecutors to leverage existing resources to better evaluate individual cases for more effective prosecution and to aid law enforcement in forming a more comprehensive picture of the crime problems facing Worcester County specifically.

## **Federal Purpose Area**

### **1. Prosecution and Court Programs**

a. Case management software will be used to track all relevant statistics on the number of participants and overall effectiveness of diversionary programs offered by the Office of the State's Attorney for first-time felony marijuana offenders, first-time non-violent misdemeanor offenders and participants eligible for mediation.

### **2. Planning, Evaluation and Technology Improvement Programs**

a. Case management software will be used to increase the capacity of the Office of the State's Attorney to track cases and all associated persons. More importantly, it interfaces with the court-mandated MDEC e-filing system to auto-fill paperwork thereby increasing the efficiency of support staff and attorneys. It will also leverage existing systems in place to electronically store all case files, allowing for ease of access for public information act requests and increasing transparency of the criminal justice system and the accountability of the Office of the State's Attorney to the public it serves. The software program will also allow the Office of the State's Attorney to keep all statistics on effectiveness of diversionary programs, pre-trial programs, drug treatment court programs, and probationary/paroled defendants with other conditions, and to share that information with law enforcement already tracking arrest and offense-specific information, to provide law enforcement a comprehensive view of the crime problems facing Worcester County specifically and to better strategize on reducing victimization and increasing prevention efforts. The addition of this data to the generalized analysis already being done by law enforcement in Worcester County will be of untold importance, as it will also allow for the planning and more detailed evaluation of existing programs to develop a theory of change and impact systems-level change in partnerships with already existing law enforcement and community partnerships and coalitions.

### **3. Prevention and Education Programs**

a. Case management software will be used to track all relevant statistics on juvenile and youthful offenders' success rates and recidivism rates for juveniles entering individualized rehabilitation and counseling and diversionary programs such as career assistance, internships, and work readiness. Many of these programs are collaborations between the Office of the State's Attorney, the Courts, and community-based non-profits.

### **IV. Drug Treatment and Drug Court Programs**

a. Case management software will be used to track all relevant statistics determining success of participants in the drug treatment court program in the Circuit Court and to evaluate the need for a juvenile drug treatment court program.

## **Problem Statement/Needs Justification**

I. To serve the public to the best of its ability, the Office of the State's Attorney for Worcester County requires a comprehensive case management software package. The software will give prosecutors a new tool to better evaluate cases and defendants based on data-driven analysis.

a. The data compiled will also enable prosecutors to establish the best course of action for each case, deciding between treatment, incarceration, alternative programs or probation.

b. Because the program will allow prosecutors access to historical data on individuals, they will be able to readily identify criminal defendants, witnesses and victims in need of services, and can refer those individuals to services even in a pre-trial posture, which is not currently possible.

c. It will also increase collaboration and supplement the data and statistics currently maintained by law enforcement agencies within the county, to provide a more accurate picture of crime problems specific to Worcester County and to allow law enforcement to develop a more comprehensive approach to prevention and deterrence based on full evaluation of recidivism rates and current program effectiveness.

II. In addition to a more individualized case-specific approach, the software program would allow the Office of the State's Attorney to interface directly with the court-mandated MDEC e-filing system, furthering the Court's and JRA goals of transitioning to electronically-stored and filed documents and an eventually paperless court system.

a. Many of the larger counties throughout the State have already purchased these types of software systems because they eliminate the need for basic data-entry by support staff, increasing office efficiency exponentially. However, in less populated counties, the implementation of these software programs is cost-prohibitive and local governments are not able to shoulder the burden.

b. In this aspect, Worcester County is uniquely situated, because it is one of the least populated counties for about half the year, and one of the most populated during the summer months and into the fall. Because of this unique position, Worcester County faces big-city crime problems and high criminal case volume for much of the year, but lacks the technological advancements to best manage its limited resources. Therefore, grant funding is essential to the procurement of this much-needed case management software program which has been unattainable due to ongoing budget constraints.

## **Program Goals and Objectives**

1. Obtain a comprehensive case management software package for use by all staff at the Office of the State's Attorney. Software will interface with MDEC, automatically download case files and supporting documentation, eliminate basic data entry for support staff, track each individual associated with every criminal case in Worcester County, allow for statistical analysis of all cases, diversionary programs and probation, and electronically store all criminal case files in perpetuity.
2. Use the case management software package to share data-driven analysis with law enforcement partners to develop a more accurate picture of specific crime problems in Worcester County, to evaluate current prevention and deterrence strategies, and to plan new initiatives for crime management and successful prosecution.
3. Use the data from the case management software package to strengthen alternative pre-trial options, diversionary programs and sentencing options using data-driven statistical analysis to evaluate success of current programs and to plan for implementation of new strategies to assist defendants, witnesses and victims throughout the criminal justice system.



## Program Strategy/Program Logic

1. Immediately upon complete implementation of the comprehensive case management software package at the Office of the State's Attorney, prosecutors and support staff will be able to accomplish the goals and objectives as outlined in Program Goals Paragraph 1.
2. The case management software package will allow prosecutors and support staff to provide relevant statistics and data analysis to other county law enforcement partners, including the Heroin Coordinator of the Worcester County Criminal Enforcement Team, a combined law enforcement unit focusing on opioid investigations. It will also allow coordination with Ocean City Police Department's Crime Analyst and local task force and intelligence officers assigned to Homeland Security. Working together with a more complete view of recidivism rates and diversionary program success rates, law enforcement can better allocate existing resources and strategize additional methods for prevention and deterrence. After a period of time, the historical data obtained through use of the case management software will provide an invaluable resource for investigators, particularly for drug and human trafficking offenses and other long term investigations.
3. Internal data from each case prosecuted by the Office of the State's Attorney will allow for better evaluation of the success of current and proposed diversionary programs, and will allow for earlier intervention and referrals in cases of addiction, mental health concerns and other sensitive topics. The implementation of this software package will allow for the Office of the State's Attorney and partner agencies to become more proactive in its response to crime, instead of reactive, and will contribute to education and awareness programs

## **Program Measurement**

### **Output Measures:**

1. Number of users at the Office of the State's Attorney trained to use comprehensive case management software program.
2. Number of other software programs/electronic storage facilities eliminated as a result of implementation of comprehensive case management software program.

### **Initial Outcome Measures:**

1. Number of criminal defendants referred to diversionary programs and recidivism/success rates of those programs
2. Number of additional hours devoted to victim services/legal research/case preparation after upgrades to technology eliminate data and entry and increase support staff efficiency
3. Number of criminal defendants, victims and witnesses referred to services as a result of their involvement with the criminal justice system
4. Number of law enforcement partners receiving and analyzing data from the Office of the State's Attorney as collected by the comprehensive case management software program.

### **Impacts:**

1. Diversionary programs proven effective as a result of data and statistics generated by the comprehensive case management software program.
2. New prevention/deterrence strategies developed as a result of data and statistics generated by the comprehensive case management software program.
3. Decrease in crime rates for targeted crime of felony marijuana possession
4. Decrease in recidivism rates for targeted defendants suffering from drug addiction due to earlier intervention/additional treatment programs
5. Increased satisfaction of victims and witnesses credited to additional time spent with support staff and services provided

## Timeline

1. Implementation and training of staff for the comprehensive case management software program will require approximately 120 days in total, beginning the date the contract is signed. Obviously, work is dependent upon the success of the grant application, but work is anticipated on the following timeline:

**October 4, 2019** Final contract signed and implementation agreement signed. Server connection credentials given to vendor to begin data extraction. Server and PC assessment completed and all necessary hardware/software ordered.

**October 14, 2019** 2 day onsite pre-implementation meeting with project manager and system administrators. Templates received. Workflow pre-configuration conducted.

**October 24, 2019** Status meeting to review progress and finalize pre-implementation meeting timeline agreement.

**November 13, 2019** 1<sup>st</sup> data conversion webinar reviewed. Agency document templates received. System administrator training begins. System enhancements are completed and demonstrated. Teleconference status meeting to review progress and answer questions. Server connection credentials given to vendor. Installation of software to begin. Support application testing on each workstation to begin. Testing of browser functionality, document generation, outlook calendaring and email on each workstation.

**November 29, 2019** Teleconference status meeting. Project manager to provide legacy data and documents and completed data validation spreadsheets from the first data conversion.

**December 13, 2019** Training schedule is completed with assignment of all office staff to specific training sessions. Training room and equipment are verified. 2<sup>nd</sup> data conversion review webinar. Vendor to install preliminary data conversion on pre-production site for the webinar, including completed templates, event entry configuration. Agency to validate accuracy of information/ application testing to begin. Inaccuracies reported to vendor. Custom enhancements tested and verified. Data conversion anomalies reported and corrected.

**December 23, 2019** Teleconference with vendor to review timeline to meet scheduled "go live" date.

**December 30, 2019** Complete installation and testing of all workstations by IT and vendor.

**January 6, 2020** Final teleconference status meeting with vendor and project manager to verify final data accuracy and training area is prepared for scheduled trainings.

**January 9, 2020** Final legacy data given to vendor.

**January 13, 2020** Final data conversion is loaded. Vendor's trainers arrive at training room. Final configuration of software is performed with all administrators present. User training begins and software is used in a live state. "Go Live" date.

## Spending Plan

I. Total cost for full implementation of the comprehensive case management software program, including 7 years of annual maintenance is \$227,700.

a. 50% of the total cost is due at the time the contract is executed, and the remaining payment is due after implementation is completed.

b. Annual maintenance fees are due each year on the anniversary date of the execution of the contract.

## **Management Capabilities**

I. The Office of the State's Attorney for Worcester County, Maryland is responsible for the prosecution of every criminal matter within Worcester County. This responsibility includes a commitment to community-oriented prosecution, the establishment of policies to hold offenders accountable and the ability to create diversionary programs for specific crime-initiatives to root out addiction and help vulnerable victims.

### **Project Director and Financial Officer: Kris Heiser, State's Attorney for Worcester County**

After receiving a Bachelor of Arts in Criminology and Criminal Justice from the University of Maryland – College Park, Ms. Heiser obtained her Juris Doctor from the University of Maryland School of Law. She was admitted to practice in December of 2007 and was soon thereafter appointed as an Assistant State's Attorney for Worcester County. She began handling a wide variety of cases and was assigned as liaison between the State's Attorney's Office and law enforcement agencies on policy matters. In 2011, she accepted a position as an ASA in Wicomico County, to gain a wider breadth of experience handling more difficult cases and managing the District Court Division. She was responsible for the hiring, training and supervision of all new prosecutors in Wicomico County until 2018, when she was successful in her bid to become the State's Attorney for Worcester County, Maryland. Ms. Heiser was sworn in as the first female State's Attorney for Worcester County on January 7, 2019 and is now responsible for performing such duties as defined by the Maryland Constitution. These duties include overseeing all divisions of the Office of The State's Attorney and ensuring that each case is handled with the attention and care that justice demands. State's Attorney Heiser serves on several committees (both community and law enforcement) including the Drug and Alcohol Council and the Opioid Awareness Task Force.

### **Key Consultant: Sergeant Nathaniel J. Passwaters, Worcester County Criminal Enforcement Team.**

Sgt. Passwaters has over twenty years of law enforcement experience. During those 20 years, Sergeant N. Passwaters has been involved and assigned in a drug enforcement capacity for approximately sixteen of those years. In 2002, Sergeant N. Passwaters accepted a position with the Worcester County Sheriff's Office and was assigned to a drug enforcement unit. In 2008, Sergeant Passwaters became a vital asset in developing the Worcester County Criminal Enforcement Team which is commonly referred to as the Drug Task Force. Since January of 2008, Sergeant N. Passwaters has been the Commander of the Worcester County Criminal Enforcement Team and currently oversees all overt and covert operations and investigations within Worcester County regarding drug enforcement. Sergeant Passwaters is also currently cross designated with Homeland Security Investigations and has been recognized as an expert witness in various courts in Maryland regarding felony controlled dangerous substance investigations. Sergeant N. Passwaters also conducts outreach presentations with various organizations throughout Worcester County regarding the dangers of heroin and opioids. Sgt. Passwaters' position is 100% funded in the budget for the Worcester County Sheriff's Office.

### **Fiscal Officer: Kimberly Reynolds, Senior Budget Accountant, Worcester County**

Received a Bachelor of Science in Business Administration with concentration in Accounting in 2000. Ms. Reynolds has worked in the accounting field since 2000 in the investment industry, home building industry and public accountancy before joining Worcester County Government in 2007. She is responsible for assisting with the administration of grants for all departments within Worcester County. Ensures grant compliance by applying accounting methods in tracking, maintenance of fiscal records and submitting required follow up and final reports. Works with external auditors to ensure compliance and proper documentation flow for audit purposes. Assists the Budget Officer in all phases of grant administration and budget preparation.

## **Sustainability**

I. The initial purchase of the comprehensive case management software program is a one-time cost. The only associated costs for sustainability of the program after grant funds are terminated is the annual maintenance fee of approximately \$16,000.

a. The Office of the State's Attorney has identified a funding source and established additional funding sources for the payment of these ongoing yearly maintenance fees after the first 7 years of implementation and anticipates these fees to be fully funded at that point in time.

## **Person Completing the Project Narrative**

Kristin Heiser, State's Attorney

State's Attorney's Office for Worcester County

106 Franklin Street

Snow Hill, MD 21863

phone (410) 632-2166

fax (410) 632-3250

[kheiser@co.worcester.md.us](mailto:kheiser@co.worcester.md.us)



## Project Budget

Control Number:

### A. Budget Summary

	Grant Funds	Cash Match	In-Kind Match	Total Award
Personnel	\$0.00	\$0.00	\$0.00	\$0.00
Operating Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$227,700.00	\$0.00	\$0.00	\$227,700.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$227,700.00	\$0.00	\$0.00	\$227,700.00

**Category E - Equipment**

Control Number:

	Equipment	Priority	Funding Type	Quantity	Cost / Unit	Total
1	Case Management Software-23 licenses/installation/training	1	Grant Funds	23	\$9,900.00	\$227,700.00
						\$227,700.00

1. Updated case management software is crucial in as current software incompatible with the MDEC system now used by Maryland Courts. New software will also enhance collaboration with partnering agencies, allow for better data collection and increased productivity within the State's Attorney's Office

## V. Civil Rights Requirements

Control Number:

1. Civil rights contact person: Norton, Stacey - Director of Human Resources
  2. Organization: Worcester County Board of County Commissioners
  3. Address: County Government Center  
Room 1103  
One West Market Street  
Snow Hill, MD 21863
  4. Telephone Number: (410) 632-0090
  5. Number of persons employed by the organization unit responsible for implementation of this grant: 13
-

**Certified Assurances****THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:**

1. That Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal Funds, be made available for program activities.
2. That matching funds required to pay the non-Federal portion of the cost of each project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for program activities by the recipient of the grant funds and shall be provided as required in the Grant Award document.
3. That following the first year covered by a Grant Award and each year thereafter, a performance evaluation and assessment report will be submitted to the Governor's Office of Crime Control & Prevention.
4. That fund accounting, auditing, monitoring, evaluation procedures and such records as the Governor's Office of Crime Control & Prevention shall prescribe to and shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.
5. That the Grantee shall maintain such data and information and submit such reports in such form, at such times, and containing such information as the Governor's Office of Crime Control & Prevention may reasonably require to administer the program.
6. Sub-recipients will comply (and will require any sub-grantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604 (e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. § 704); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. § 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).
7. That in the event a Federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Grantee, a copy of the finding will be forwarded to the Governor's Office of Crime Control & Prevention.
8. Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of \$500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEOP) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEOP Certification Form may access this form at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.
9. That the Grantee will comply with all provisions set forth in the Governor's Office of Crime Control & Prevention's General <http://www.goccp.maryland.gov/grants/general-conditions.php> and Special Conditions.
10. That the Grantee will comply with the provisions of 28 CFR applicable to grants and cooperative agreement.
11. Sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: <http://www.archives.gov/eo/laws/title-vi.html>

**CERTIFICATION:** I certify that this program will comply with the provisions set forth by the State of Maryland and the Governor's Office of Crime Control and Prevention.

---

Signature of Authorized Official

---

Date

**Purnell, Diana - President**

---

Name and Title

## Certification Regarding Lobbying

Control Number:



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

### CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

#### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

#### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 --

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph, (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminate for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;



(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code)

---

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

---

#### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 –

As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Applicant: Worcester County Board of County Commissioners  
Address: County Government Center  
Room 1103  
One West Market Street  
Snow Hill, MD 21863

Project Title: Supporting Data-Driven Approaches to Prosecution in  
Worcester County, Maryland  
Federal ID Number: 52-6001064

Authorized Representative: Purnell, Diana - President

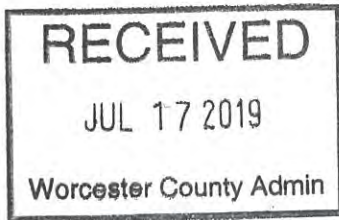
Signature:

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date



10



Board of Elections  
**Worcester County**  
100 Belt Street  
Snow Hill, Maryland  
21863-1310

Approval subject to  
revisions to agreement as  
requested by County Attorney

TO: Diana Purnell, Commissioner President  
FROM: Patricia Jackson, Election Director *PJ*  
DATE: July 17, 2019

In the past, our office has been allowed to use the Commissioner Board Room as an alternate voting site for early voting. I would like to request the use of this room again for the 2020 Presidential Elections.

As you know, our office would only use this site as an alternative in the event of a disaster or crisis at our early voting center, Gull Creek Senior Living Community. We used the Board Room during the November 2012 elections due to Hurricane Sandy.

The early voting dates for 2020 are April 16 through April 23 Primary Election; and October 22 through October 29 for the General Election.

In the event the Commissioner Board Room is not available for these dates, I would like to request the use of Training Rooms A & B as a backup plan.

Please let me know if you have any questions or need additional information. Thank you for considering this request.

la

## **EARLY VOTING ALTERNATE SITE CENTER AGREEMENT**

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Worcester County Board of Elections (hereinafter referred to as the "Board") and the County Commissioners of Worcester County, Maryland (hereinafter referred to as the "County").

### **RECITALS**

WHEREAS, The Board desires to locate an alternate early voting center at Worcester County Government Center located at One W. Market Street, Snow Hill, MD 21863 for Worcester County 2020 early voting for Presidential Primary and General Elections; and

WHEREAS, County is willing to permit the access and use of the Board Room for use as an alternate early voting center;

NOW, THEREFORE, it is agreed between the parties as follows:

- I. County shall provide the use of and access to the Board Room for use as an early voting site for the 2020 Presidential Primary and General Elections.
- II. County hereby agrees to the following:
  - A. General conditions:
    1. The Board shall have the access to and use of the Board Room for an alternate early voting center for the 2020 Primary & General Elections, on the following dates and times, and at such other dates and times as deemed necessary by the Board in its discretion and upon reasonable notice:
      - a. Setup for early voting: Primary – Wednesday, April 15, 2020 and General – Wednesday, October 21, 2020.
      - b. Early voting to be conducted: Beginning Thursday, April 16, 2020, through Thursday,

April 23, 2020 for the Primary; times will be 8 am until 9 pm each day, including weekends, and beginning Thursday, October 22, 2020 through Thursday, October 29, 2020 for the General; times will be 7 am until 9 pm each day, including weekends.

- c. Dismantle of early voting: Thursday, April 23, 2020 for the Primary and Thursday, October 29, 2020 for the General.

- 2. County shall refrain from scheduling any other activities in the Board Room for the dates and times specified in this agreement.
- 3. The Board will supply all tables and voting equipment. County will provide chairs and lighting/lamps.

B. Compensation

- 1. County is not charging the Board for use of the facility; however, the Board agrees to pay for any cleaning, damage due to early voting use or additional staff hourly expenses of early voting site, including overtime, if applicable.
- 2. The Board agrees to cover additional expenses of early voting site for utilities, telecommunications, which the County may incur.
- 3. Other than as set forth above or otherwise herein, County shall not impose, nor shall the Board pay, any other fee or charge to County for the use of the or access to the Board Room.

C. County hereby:

- 1. Authorizes the Board to enter the County Board Room, at a mutually agreed date and time, to install and test equipment and telecommunications

connections before early voting and remove equipment and connections after early voting, which will be at the Board's expense, and on such dates and at such times, during the facility's opening hours, as deemed necessary by the Board in its discretion and upon reasonable notice.

2. Authorizes the Board to install such temporary measures as it deems necessary to improve access to the Board Room for voters with disabilities on or before April 15, 2020 and October 21, 2020. Said temporary measures to remain in place during the early voting dates.
3. Agrees to provide the Board access to the break room located on the third floor where Judges, staff, and Board Members can take breaks and eat meals.
4. Authorizes the Board to post such signage as it deems necessary for parking for disability and walkway for voters with a disability on April 15, 2020, and October 21, 2020, said signage to remain in place during the early voting dates.
5. Agrees to provide the Board with a copy of its policies and procedures for inclement weather and other emergency situations within 30 days of full execution of this Agreement;
6. Agrees to work with the Board to determine whether the Board or County is responsible for providing appropriate services in case of inclement weather or other emergency situations. County and the Board will cooperate to address inclement weather or other emergency situations with the following guidelines:
  - a. In the event of a serious rainstorm, ice storm or snowstorm, the Board will contact County to immediately clear sidewalks, steps, and the



parking lot and to keep same clear of snow and ice. In the event County closes due to a weather-related issue, the Board Room shall remain open for the sole purpose of early voting unless and until the Governor, or a judicial court order, closes the polls or changes the polling place hours.

- b. In the event of a bomb threat, electrical blackout or chemical threat, the Board will cooperate with County by moving the polling place to an alternate site, if the Board determines that such a move is required.
- 7. Within 30 days of the date of full execution of this Agreement, shall provide the Board with a copy of the facility's disaster recovery plan, if available. The Board will review the County disaster recovery plan and work with County with any areas of concern to mutually resolve.
  - 8. Authorizes the Board to establish a no electioneering zone during early voting in accordance with federal, state and local election laws one hundred feet from entrance;
  - 9. Authorizes the Board to allow exit polling within the no electioneering zone.
  - 10. Shall provide security during non-early voting hours and provide the names and titles of all individuals who have a key to the County Board Room, where the voting equipment will remain during non-early voting hours. Access to County Board Room shall be restricted during non-early voting hours. Access to the Board Room where the voting equipment is located during non-voting hours shall be prohibited without a member or staff member of the Election Board unless there is an emergency, and in such event, shall advise the Board immediately.

11. Shall provide a description of existing building security (such as alarms and closed-circuit or Internet accessible cameras).
12. Agrees that no work will be conducted or performed at the alternate early voting center which may affect or impair early voting, including but not limited to, anything that impedes ingress and egress either outside including designated parking areas or within the alternate early voting centers for voters.
13. Agrees to provide the Board with an event schedule, if applicable, for the alternate early voting center for the days of early voting.
14. Shall provide two points of contact each for the County Board Room that the Board may use during early voting (including non-early voting hours) and an alternate emergency contact, contact information to include cell phone, email address and home telephone number. The Board shall also provide two points of contact for use by County.
15. Shall allow such signage within the County and otherwise on or near Board Room property as may be deemed necessary by the Board and/or State Board of Elections in its sole discretion.
16. Shall permit electioneering on County property outside of the no electioneering zone, including placement of candidates signs and other election activity. The Board is responsible for removing all signage from County on the last day of early voting, April 23, 2020 and October 29, 2020.
17. Authorizes the Board to take any action that may be required in connection with the federal, state and local election laws upon reasonable notice to County if such action impacts County property.

IN WITNESS WHEREOF, the Board and County have caused this Agreement to be executed in duplicate by its following authorized officer or agent.

For County:

By: \_\_\_\_\_  
Signature of authorized office or agent

Printed name: \_\_\_\_\_

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

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

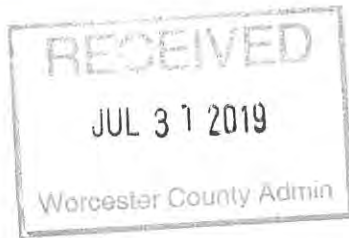
For the Board:

By: \_\_\_\_\_  
Signature of authorized office or agent

Printed name: Patricia Jackson

Title: Election Director

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



**MEMORANDUM**

11

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Tom Perlozzo, Director of Recreation & Parks  
DATE: July 25, 2019  
SUBJECT: Catamaran at West Ocean City Harbor

The Recreation and Parks Department is requesting permission for Thrive Engineering, LLC. (wholly owned by Mr. Stephen Butz) to dock their catamaran "Alyosha" at the West Ocean City Harbor. Currently, Mr. Butz utilizes a space in the Harbor which expires on July 31, 2019. The catamaran sails 2-3 times a day depending on the day of the week with approximately twelve passengers. The day trips are approximately 3 hours and the sunset cruises are approximately 75 minutes. This is a new business and they would like to remain operational the rest of the summer. We do have space at the Harbor to the west of the Governor's Dock, between said Dock and the recreational boat ramp. This space is directly in front of the public restrooms. (See attached picture.)

In reviewing the current commercial leases, the average space rental is roughly \$8,500 a year. Prorating this average for 7 weeks, equates to a lease price of \$1,239. Mr. Butz is willing to pay this lease amount. Mr. Butz would continue to load and unload his passengers at Mad Fish therefore not creating any parking issues at the Harbor. He has permission from Mad Fish to do this. Mr. Butz does not need electricity or running water at the slip.

I am requesting approval of the attached temporary lease and to waive the bidding requirement as it is impractical on this short time frame. Please let me know if you have any questions. Thank you.

Attachments

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this \_\_\_\_ day of August, in the year two thousand and nineteen by and between COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, hereinafter referred to as "Commissioners" and Thrive Engineering, LLC, respectfully hereinafter referred to as "Licensee", witnesseth:

IN CONSIDERATION of the mutual covenants contained herein and the license fee reserved hereunder, the parties hereto do hereby covenant and agree as follows:

1. Commissioners do hereby grant a License unto Licensee for the use and occupancy of the dock space shown in the attached Exhibit A, said space being approximately 75 feet in length and running along the bulkhead from the Worcester County Boat Ramp to the Worcester County Governor's Dock from August 6, 2019 to September 25, 2019 upon terms and conditions more particularly described.

2. The license fee reserved hereunder and payable by Licensee shall be one payment of **\$1,239 and due immediately upon executing this Agreement.**

3. This License shall be cancelable upon seven (7) days' notice by Commissioners to Licensee and upon fourteen (14) days' notice by Licensee to Commissioners. In the event of cancellation, the license fee paid hereunder shall be rebated to Licensee on a per diem basis for the unused term of said License.

4. Licensee shall not be permitted to tie boats abreast within this dock space, this will be strictly enforced and may include immediate termination of this License Agreement.

5. Licensee shall maintain his dock space and bulkhead adjacent thereto in a clean, neat, and orderly manner.

6. Licensee shall not be permitted to store any materials, supplies, gasoline, paraphernalia, equipment or any other items on the bulkhead, catwalks or parking lot nor shall permit any such storage by any persons claiming under him/her. The dock space shall be used for the docking of the catamaran Aylosha and for no other purpose. Licensee will in no way interfere with the use of any other dock or with the lawful use of the County boat ramp. Licensee shall not pick up or drop off customers at this dock space

7. Vessel name and USCG DOC# to be docked at this space is as follows: **Aylosha**, #USCG Documentation # 1294434, State of Maryland Registration/Title # MD 9020 CR.

8. Licensee shall comply with all County, State and Federal laws and regulations in the use of the dock space.

9. Commissioners shall have the right to cancel this License Agreement at any time during the term hereof because of illegality of performance, orders of court, injunctions or other litigation or related reasons including settlement of pending or threatened litigation. In such



cases a rebate, pursuant to Paragraph 3, shall be applicable.

10. Licensee shall not, nor allow third parties or persons under his/her control, to throw, discharge, dump or place any material, lubricants, sewage, trash, garbage, waste water, solid waste or any other objects or substances into the West Ocean City Harbor or the County public use small dumpster in the parking lot. **This small dumpster is for the use of the recreational boaters only.**

11. Licensee shall comply with all rules of use of the West Ocean City Harbor as are currently promulgated by the Commissioners and as may be promulgated in the future by the Commissioners.

12. Licensee hereby indemnifies and holds harmless the Commissioners against any and all liabilities, damages and other expenses including reasonable attorney's fees which may be imposed upon, incurred by or asserted against the Commissioners in connection herewith during the term hereof by reason of any of the following:

- (a) Any use or condition of the dock space or any activities carried thereon or adjacent thereof or along the bulkhead.
- (b) Any negligence on the part of the Licensee, his/her agents, contractors, licensees, employees or invitees.
- (c) Any personal injury or property damage occurring on or about the dock space or the adjacent bulkhead.
- (d) Any failure on the part of the Licensee to perform or comply with any covenant required hereunder.
- (e) This indemnification includes injuries and damage to the Licensee, his/her property, agents, contractors, licensees, employees and invitees.

13. It shall be the responsibility of Licensee to maintain his exclusive use of the dock space and the Commissioners incur no affirmative duty to see to the exclusive nature of this License to the extent that the Commissioners will only be responsible for the policing of the West Ocean City Harbor area in a governmental capacity as they are responsible in any other area of the County and will make no special efforts with regard to the enforcement of the exclusiveness of this Licensee and it shall be the responsibility of the Licensee to seek whatever legal redress may be necessary to enforce his/her rights hereunder as against third parties.

14. If the space becomes unusable by Act of God for more than seven (7) consecutive days, a rebate pursuant to Paragraph 3 shall be applicable.

15. Any notice under this Agreement must be in writing and must be served as follows:

- (a) Notice to the Commissioners shall be delivered to the Office of the County Commissioners, Government Center-Room 1103, One West Market Street, Snow Hill, MD 21863.
- (b) Notices to Licensee shall be either: (1) Mailed to the Licensee at the following address: 6222 Mossway Baltimore, Maryland 21212 or 9101 Rusty Anchor Way, Unit #5 Ocean City, Maryland 21842, or (2) By the posting of such notice upon the bulkhead adjacent to the dock space.

- (c) Licensee shall provide to the Commissioners an emergency telephone number and email address so that he/she can be contacted immediately in case of an emergency. Licensee shall promptly notify the Commissioners of any change in the telephone number or email address.
- (d) When Licensee is contacted by the Commissioners, he/she shall respond within 24 hours, otherwise, the Commissioners will take whatever action they deem necessary to correct any delinquencies or emergencies that have arisen.

16. This License is for dock space and access thereto only and not for any portion of the land adjacent to the dock space. Any property of any type other than a licensed motor vehicle or such other property as may be permitted by the Commissioners may be removed by the Commissioners without notice to Licensee and Licensee hereby consents to hold harmless the Commissioners on account of such removal and shall pay to the Commissioners the reasonable costs incurred to remove and store or dispose of such property.

17. The Licensee shall maintain comprehensive liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) and with such companies as Commissioners may approve and including pollution abatement insurance in the minimum amount of Eight Hundred Thousand Dollars (\$800,000.00), covering petroleum spills, pollution and cleanup for the period of the License Agreement and provide proof of such insurance to the Commissioners. The Commissioners shall be named as an additional insured.

18. This License Agreement may be terminated by the County Commissioners for breach hereof by Licensee.

19. This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements, and understandings.

20. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

AS WITNESS the hands and seals and/or corporate name of the parties hereto, the day and year first above written.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

Licensee

ATTEST:

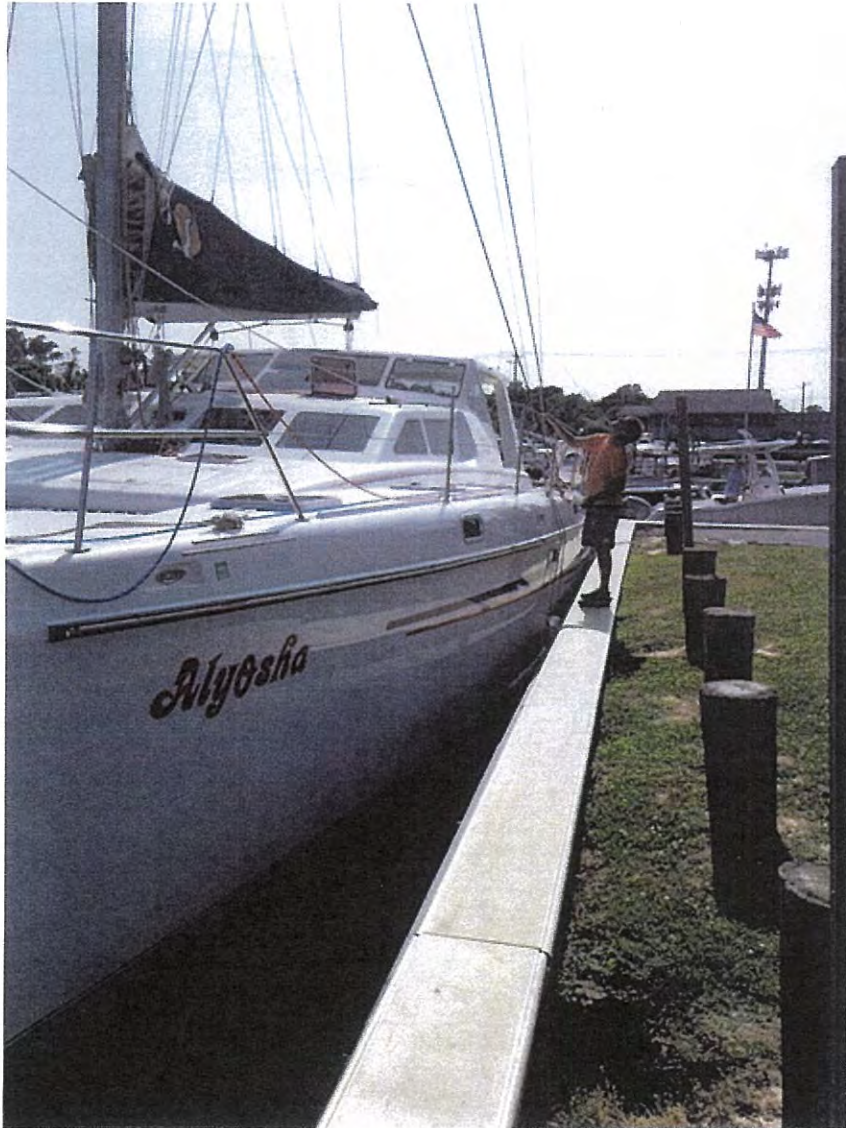
COUNTY COMMISSIONERS OF WORCESTER  
COUNTY, MARYLAND

\_\_\_\_\_

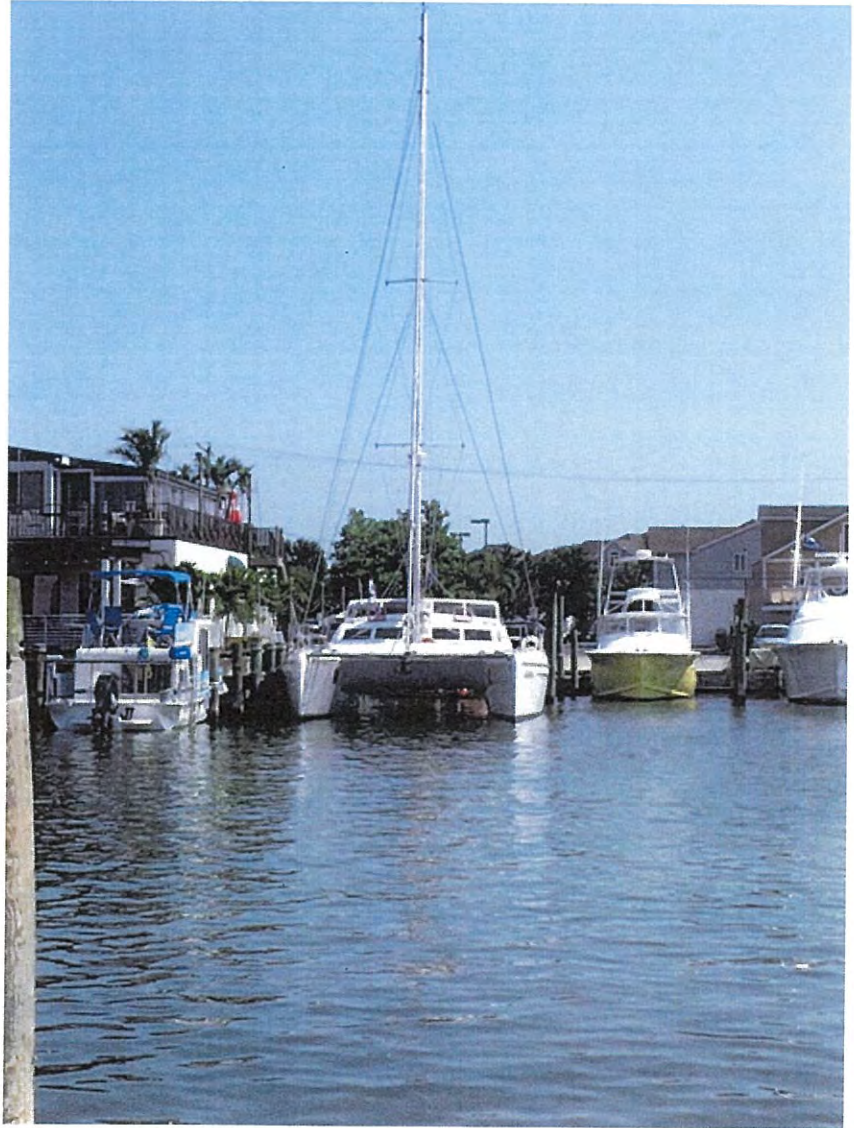
By: \_\_\_\_\_

Harold L. Higgins  
Chief Administrative Officer

Diana Purnell  
President











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BILLY BIRCH  
DIRECTOR

EMERGENCY SERVICES  
**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1002  
SNOW HILL, MARYLAND 21863-1193  
TEL: 410-632-1311  
FAX: 410-632-4686

To: Harold Higgins, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services & Edward Tudor, Director of DRP

BB.

Re: Request to Eliminate Private Lane – Lark Lane

Date: 31 July 2019

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The purpose of this memo is to request the elimination of a private road, Lark Lane which is on the northerly side of Whiton Crossing Road. We have made contact with the owner and have a signed acknowledgement of the lane termination. I concur with Mr. Ed Tudor's staff and respectfully request this resolution to terminate this lane name.

I am available to answer any questions that may arise at your convenience.

Attachments (1)



DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

## Worcester County

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

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

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

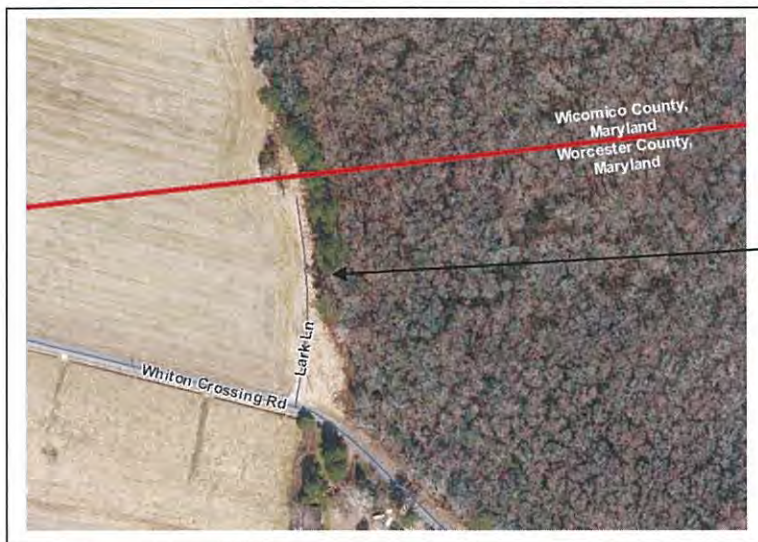
ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

TO: John W. Birch, Director  
FROM: Kelly L. Henry, Technical Services Division Manager  
DATE: June 4, 2019  
SUBJECT: Request to Eliminate Private Lane – Lark Lane

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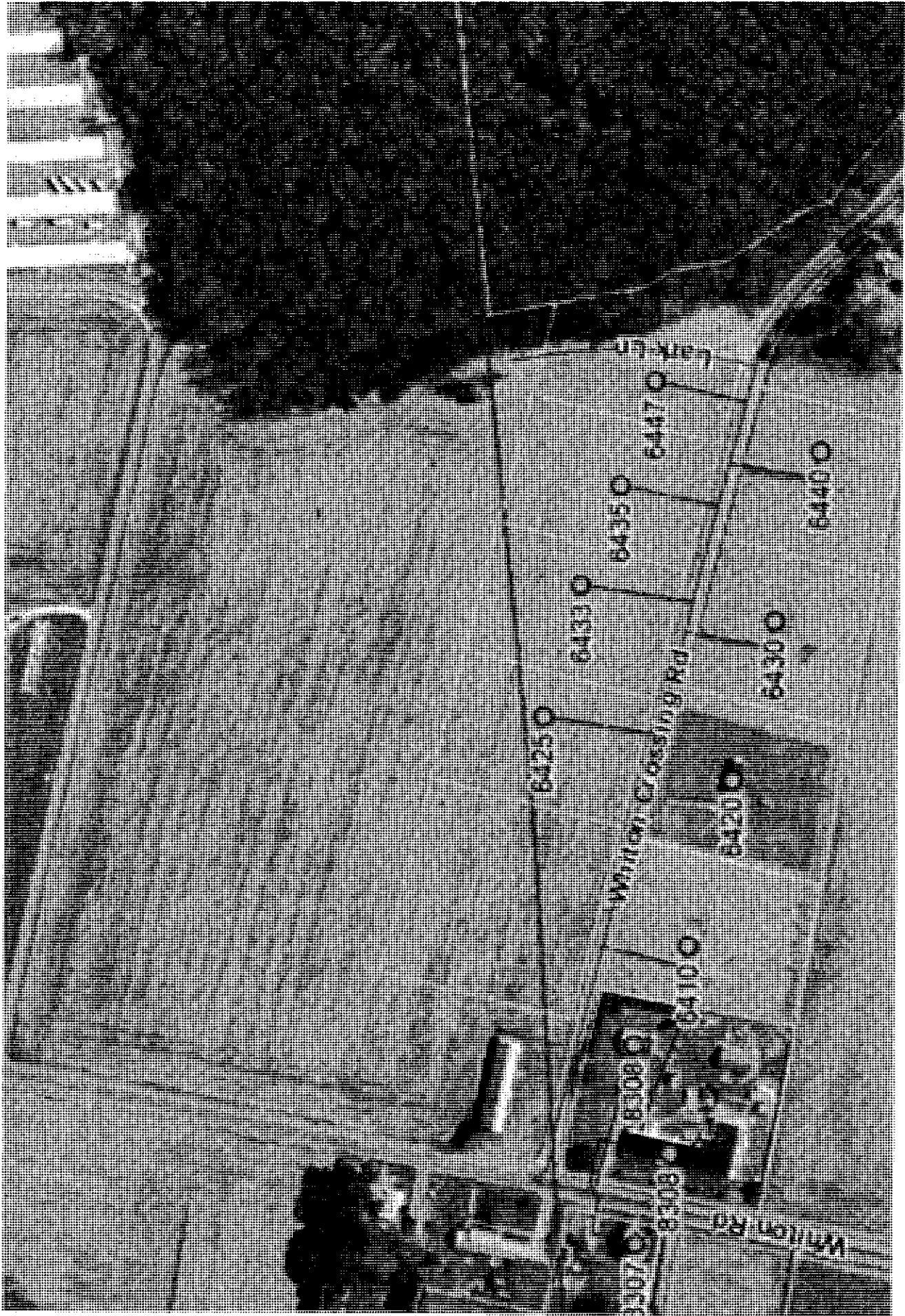
The purpose of this memo is to request the elimination of a private road, especially Lark Lane which is on the northerly side of Whiton Crossing Road. At one time there were five (5) inhabitable structures situated on this private lane which in accordance with Public Safety Article Section 6 – 101(e) required to be named by the County Commissioners. All five structures have been removed from the property. Since the Public Safety Article does not outline what steps need to be taken to terminate the status of a named private lane, I do not know if this requires a Code amendment or a simple Resolution by the Commissioners.

As always I am available to provide additional information if necessary. Please do not hesitate to contact me. I look forward to working with you to resolve this matter. Thank you for your continued support.



Approximate location of five (5)  
addressed structures.

Cc: Edward A. Tudor, DRP Director  
Kelly Shannahan, Assistant Chief Administrative Officer







DEPARTMENT OF EMERGENCY SERVICES

## Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410.632.1311 / FAX: 410.632.2141

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

### TERMINATION OF PRIVATE ROAD APPLICATION

Pursuant to Section PS 6-101(e) of the County Code a private lane serving 3 or more habitable structures is eligible to be designated with a name approved by the Department of Emergency Services and adopted by the County Commissioners. Through Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, the County Commissioners approved the establishment of a private lane to be known as Lark Lane. Now the habitable structures have been removed and the situation supporting a private lane status no longer exists.

I, J.W. Shockley & Son, Inc. c/o Louis W. Shockley, Jr. am applying to the Worcester County Commissioners for a request to terminate the private lane located at Tax Map No. 29, Parcel 5, having an SDAT Account ID No. (Property has been subdivided.), known as Lark Lane.

Existing Addresses on Private Lane/Road		Property Owner	Address
Street Number	Street Name		
8312	Lark Lane	J. W. Shockley & Son Inc.	8314 Whiton Road Snow Hill, Maryland 21863
8319	Lark Lane		
8330	Lark Lane		

I understand that the sign and post installed at the public road intersection by Worcester County Public Works – Roads Division must be removed. I also understand that any device used to post street numbers at the entrance to the private lane must be removed. I understand to re-establish a private lane must be approved by the County Commissioners in accordance with the rules and regulations in effect at the time of the re-application.

Signed: Louis W. Shockley, Jr. Pres. Date: 7/15/19

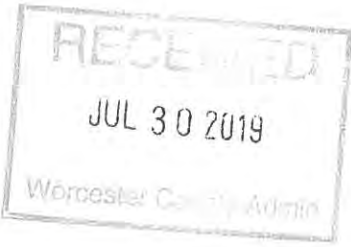
**Each property owner on the requested private lane must complete a form.**

Please return this form to: Department of Emergency Services  
Worcester Government Center  
One West Market Street – Room 1002  
Snow Hill, Maryland 21863

property as provided in this Subtitle. In case of conflict as to the proper number to be assigned to any building, the Department of Emergency Services shall determine the number of such building.

- (3) Whenever any house, building or structure shall be erected or located after the establishment of the uniform addressing system of numbering provided for herein has been completed, it shall be the duty of the property owner to procure the correct number or numbers as designated by the Department of Emergency Services for said property and to fasten said number or numbers assigned upon said building as provided by this Subtitle. Once a building permit is received by the Department of Emergency Services from the Department of Planning, Permits and Inspections, the Department of Emergency Services shall have thirty days to establish an address for that structure for which the building permit has been issued.
- (e) Provisions for the naming of private lanes. All private lanes which have three or more inhabitable structures, including houses, mobile homes, businesses or other structures, will be named by the County Commissioners. A sign will be erected which is compatible with the public roads signs currently in use by the County Roads Department but of a contrasting color. It will be the responsibility of the County Roads Department to erect said sign according to its specifications.
- (f) Applicability. The provisions of this Subtitle shall be applicable only in those portions of Worcester County which are not located within the confines of any incorporated area within the county.
- (g) Violations. Any person failing to comply with the provisions of this Subtitle shall be guilty of a civil infraction. Each day of a violation constitutes a separate offense.





13

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

Proposed public hearing  
on September 3, 2019

MEMORANDUM

TO: Harold Higgins, Chief Administrative Officer  
FROM: Edward A. Tudor, Director, Development Review and Permitting *EAT*  
DATE: July 24, 2019  
RE: Request to Schedule Public Hearing – Evergreen Village Residential Planned Community (RPC)

.....

The Department is in receipt of an application submitted by Hugh Cropper, IV, on behalf of Evergreen Village, LLC which seeks to establish a residential planned community (RPC) floating zone on the property known as Evergreen Village, located on the northwesterly side of Beauchamp Road, north of MD Route 589 (Racetrack Road). The proposed RPC consists of a 90 lot single-family dwelling subdivision. It was reviewed by the Planning Commission at its meeting on Wednesday, July 3, 2019 and given a favorable recommendation.

Jennifer K. Keener, Zoning Administrator, is in the process of preparing the written findings of fact and recommendation on the Planning Commission's behalf and a copy will be forwarded to the County Commissioners' Office prior to the public hearing. We would request that the public hearing be scheduled by the County Commissioners for the Tuesday, September 3, 2019 meeting date.

For your convenience, a draft advertisement for the required public hearing is attached herewith and an electronic copy has been forwarded to your office as well. The concept plan has been included for the Commissioner's convenience in gaining a sense of the project. The entire package will be made available for the public hearing. If you have any questions, or need any further clarification, please do not hesitate to contact me. As always, I will be available to discuss the matter with you and the County Commissioners at your convenience.

EAT: jkk

NOTICE OF PUBLIC HEARING  
FOR  
ESTABLISHMENT OF A  
RESIDENTIAL PLANNED COMMUNITY (RPC) FLOATING ZONE

DRAFT

EVERGREEN VILLAGE RPC  
NORTHWESTERLY SIDE OF BEAUCHAMP ROAD  
NORTH OF MD ROUTE 589

THIRD TAX DISTRICT  
WORCESTER COUNTY, MARYLAND

Pursuant to Sections 1-114 and 1-315 of the Worcester County Zoning Ordinance, application has been filed with the Worcester County Commissioners by Evergreen Village, LLC to establish a Residential Planned Community (RPC) on property located on the northwesterly side of Beauchamp Road, north of MD Route 589 (Racetrack Road). Located in the Third Tax District of Worcester County, Maryland, the property is designated on Tax Map 15 as Parcels 127 and 259. The Worcester County Planning Commission reviewed the Evergreen Village Residential Planned Community application at its meeting of July 3, 2019 and granted a favorable recommendation to the County Commissioners.

Pursuant to Sections 1-114 and 1-315 of the Worcester County Zoning Ordinance, the County Commissioners will hold a

PUBLIC HEARING  
ON  
TUESDAY, \_\_\_\_\_  
AT \_\_\_\_\_  
IN THE COUNTY COMMISSIONERS' MEETING ROOM  
WORCESTER COUNTY GOVERNMENT CENTER – ROOM 1101  
ONE WEST MARKET STREET  
SNOW HILL, MARYLAND 21863

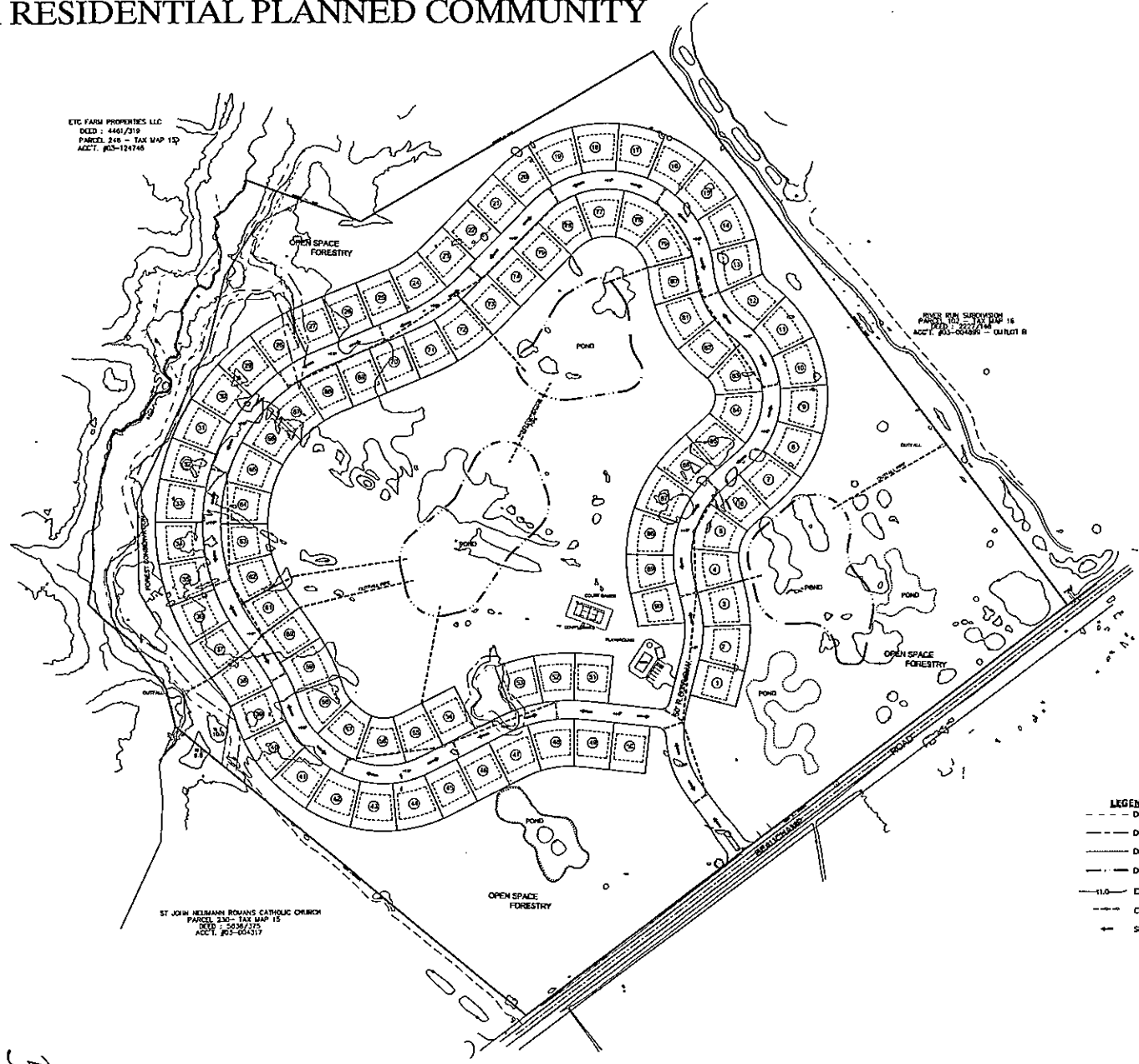
At said public hearing the County Commissioners will consider the Residential Planned Community and the recommendation of the Planning Commission, any proposed restrictions, conditions or limitations as may be deemed by them to be appropriate to preserve, improve, or protect the general character and design of the lands and improvements being developed, and the advisability of reserving the power and authority to approve or disapprove the design of building, construction, landscaping or other improvements, alterations and changes made or to be made on the subject land or lands to assure conformity with the intent and purpose of applicable State laws and regulations and the County Zoning Ordinance.

A map of the proposed area, the staff file on the Residential Planned Community application and the Planning Commission's file, which will be entered into record at the public hearing, are on file and available for inspection at the Department of Development, Review and Permitting, Government Center - Room 1201, One West Market Street, Snow Hill, Maryland 21863 between the hours of 8:00A.M. and 4:30 P.M., Monday through Friday (except holidays). Interested parties may also call (410) 632-1200.

Diana Purnell, President

# VERGREEN VILLAGE

## A RESIDENTIAL PLANNED COMMUNITY



**SITE DATA**

**PARCEL DESCRIPTION**  
 TAX MAP 15, PARCELS 127 (#3 005364)  
 AND 259 (#03 005372)  
 THIRD ELECTION DISTRICT  
 WORCESTER COUNTY MARYLAND

**PROPERTY OWNERS**  
 NICHOLS NEFF PROPERTIES LLC  
 10527 CALVIN LANE  
 BERLIN, MARYLAND 21811

**CONTRACT PURCHASER**  
 EVERGREEN LLC  
 9919 STEPHEN DECATUR HWY  
 OCEAN CITY, MARYLAND 21842

**ZONING**  
 R-1, RURAL RESIDENTIAL ±90.7 ACRES  
 RP, RESOURCE PROTECTION ±4.0 ACRES

**SITE AREA**  
 ± 89.62 ACRES UPLAND  
 ± 5.08 NON-TIDAL WETLANDS/PONDS  
 ± 94.7 ACRES TOTAL SITE AREA

**PROPOSED USE**  
 RESIDENTIAL PLANNED COMMUNITY  
 90 SINGLE FAMILY HOMES/TENNIS/SWIMMING POOL

**DENSITY**  
 ALLOWED = 90 UNITS @ 1 UNIT/ACRE- R-1 AREA ONLY  
 PROPOSED = 90 UNITS

**LOT SIZE**  
 0.30 ACRE MINIMUM- 100' MINIMUM LOT WIDTH  
 SETBACKS : FRONT = 30'  
 : SIDE = 10'  
 : REAR = 30'

**FLOOD ZONE**  
 THIS SITE IS LOCATED IN FLOOD ZONE X  
 PER FEMA COMMUNITY PANEL 24047CD180H  
 DATED 7-16-15

- LEGEND**
- - - - - DENOTES NON-TIDAL WETLAND
  - - - - - DENOTES 25' NON-TIDAL BUFFER
  - - - - - DENOTES EXISTING PONDS
  - - - - - DENOTES STORM WATER PONDS
  - - - - - EXISTING CONTOUR
  - - - - - CATCH BASIN/JUNCTION BOX/PIPEING SYSTEM
  - - - - - SURFACE FLOW DIRECTION

See 11" x 17"  
 Copies at end



## 4

ARE STEEP SLOPES ALONG WINDMILL BRANCH THAT  
 NOT BE DISTURBED

ARE STEEP SLOPES ASSOCIATED GOLF COURSE FEATURES  
 (DGS, BERMS) THAT WILL BE REGRADED

WDS AND LIMITS OF FOREST DELINEATED BY COASTAL  
 LANDSCAPE SOLUTIONS LLC IN 2019

**LEGEND**

- DENOTES NON-TIDAL WETLAND
- DENOTES 25' NON-TIDAL BUFFER
- DENOTES EXISTING PONDS
- XXXX DENOTES EXISTING FOREST
- DENOTES ZONING BOUNDARY
- DENOTES 100yr FLOODPLAIN
- DENOTES 50' STREAM BUFFER

### PARCEL DESCRIPTION

**PROPERTY OWNERS****CONTRACT PURCHASER**

**ZONING**

**SITE AREA**

WATERSHED

021301 OCEAN COASTAL

**SUBWATERSHED**  
2130103 ISLE OF WIGHT BAY DRAINAGE

**FLOOD ZONE**  
THIS SITE IS LOCATED IN FLOOD ZONE X  
PER FEMA COMMUNITY PANEL 24047C0180H  
DATED 7-16-15

**FORESTRY WORKSHEET R-1**

TOTAL TRACT AREA = 90.7 ACRES

NET TRACT AREA (TOTAL MINUS PONDS/WATER BODIES = 2.74 ACRES) = 87.96 ACRES

ZONING DISTRICT R-1

AFFORESTATION THRESHOLD / ACRES 15% % = 13.19 ACRES

CONSERVATION THRESHOLD / ACRES 20% % = 17.9 ACRES

EXISTING FOREST COVER = 16.75 ACRES

AREA OF FOREST ABOVE AFFORESTATION THRESHOLD = 3.56 ACRES

AREA OF FOREST ABOVE CONSERVATION THRESHOLD = 0 ACRES

BREAK EVEN POINT (AMOUNT OF FOREST TO RETAIN WITH NO MITIGATION) = -0 ACRES

**FORESTRY WORKSHEET R-P**

TOTAL TRACT AREA = 4.0 ACRES

NET TRACT AREA (TOTAL MINUS POND(S)/WATER BODIES = 0- ACRES) = 4.0 ACRES

ZONING DISTRICT R-P

AFFORESTATION THRESHOLD / ACRES 20% % = 0.8 ACRES = 0.8 ACRES

CONSERVATION THRESHOLD / ACRES 50% % = 2.0 ACRES = 2.0 ACRES

EXISTING FOREST COVER = 3.35 ACRES

AREA OF FOREST ABOVE AFFORESTATION THRESHOLD = 2.55 ACRES

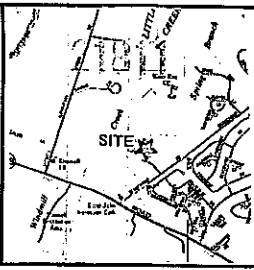
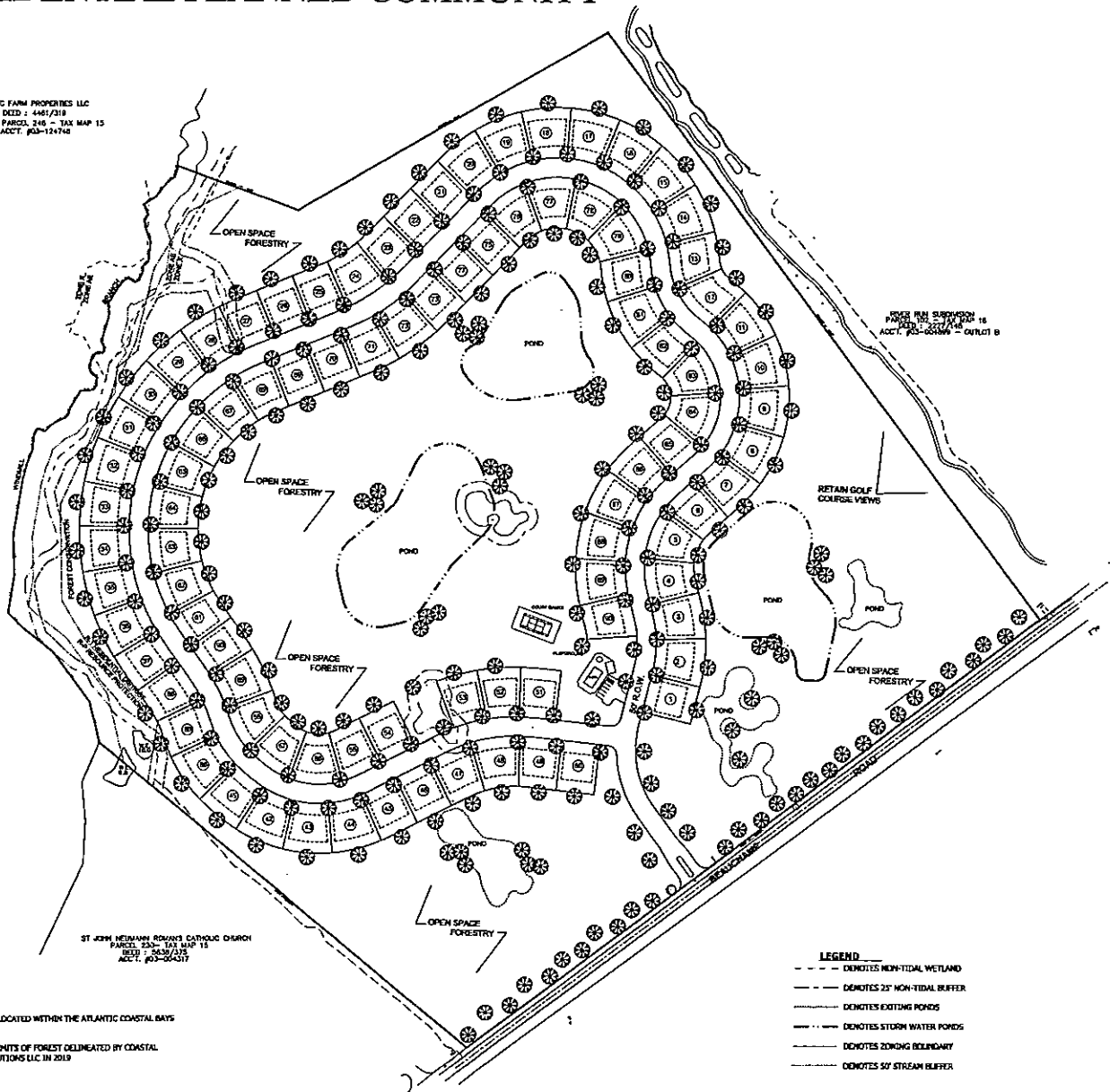
AREA OF FOREST ABOVE CONSERVATION THRESHOLD = 1.07 ACRES

BREAK EVEN POINT (AMOUNT OF FOREST TO RETAIN WITH NO MITIGATION) = 2.28 ACRES

# EVERGREEN VILLAGE

## A RESIDENTIAL PLANNED COMMUNITY

ETC FARM PROPERTIES LLC  
DEED: 4461/319  
PARCELS 246 - TAX MAP 15  
ACCT. #03-124746



VICINITY MAP

**SITE DATA**

**PARCEL DESCRIPTION**

TAX MAP 15, PARCELS 177 (#3 005364)  
AND 259 (#03 005372)  
THIRD ELECTION DISTRICT  
WORCESTER COUNTY MARYLAND

**PROPERTY OWNERS**

NICHOLS HEFF PROPERTIES LLC  
10527 CALVIN LANE  
BERLIN, MARYLAND 21811

**CONTRACT PURCHASER**

EVERGREEN LLC  
9919 STEPHEN DECATUR HWY  
OCEAN CITY, MARYLAND 21842

**ZONING**

R-1, RURAL RESIDENTIAL ±90.7 ACRES  
RP, RESOURCE PROTECTION ±4.0 ACRES

**SITE AREA**

± 89.62 ACRES UPLAND  
± 5.06 NON-TIDAL WETLANDS/PONDS  
± 94.7 ACRES TOTAL SITE AREA

**PROPOSED USE**

RESIDENTIAL PLANNED COMMUNITY  
90 SINGLE FAMILY HOMES/TENNIS/SWIMMING POOL

**DENSITY**

ALLOWED = 90 UNITS @ 1 UNIT/ACRE- R-1 AREA ONLY  
PROPOSED = 90 UNITS

**LOT SIZE**

0.30 ACRE MINIMUM- 100' MINIMUM LOT WIDTH  
SETBACKS: FRONT = 30'  
SIDE = 10'  
REAR = 30'

**AREA BREAKDOWN**

+/- 6.30 ROAD RIGHT OF WAYS  
+/- 28.22 ACRES LOTS  
+/- 8.40 ACRES STORM WATER/PONDS  
+/- 3.00 ACRES TENNIS/POOL/PLAYGROUND  
+/- 46.07 ACRES UPLAND OPEN SPACE  
+/- 2.71 ACRES WETLAND OPEN SPACE

**OPEN SPACE REQUIRED**

28.4 ACRES TOTAL OPEN SPACE (30% OF TOTAL SITE)  
14.2 ACRES UPLAND MINIMUM(47 ACRES NATURAL MINIMUM  
2.84 ACRES ACTIVE RECREATION (10% OF REQUIRED OPEN SPACE)  
5.68 ACRES PASSIVE RECREATION (20% OF REQUIRED OPEN SPACE)

**OPEN SPACE PROVIDED**

+/- 57.18 ACRES TOTAL OPEN SPACE (+/-61% OF TOTAL SITE)  
+/-46.07 ACRES UPLAND MINIMUM  
+/-11.11 ACRES WETLAND/PONDS MAXIMUM  
+/- 3.0 ACRES ACTIVE RECREATION MINIMUM(+/-11.5% OF REQUIRED OPEN SPACE)  
+/- 15.0 ACRES PASSIVE RECREATION (+/- 50% OF REQUIRED OPEN SPACE)

**FLOOD ZONE**

THIS SITE IS LOCATED IN FLOOD ZONE X  
PER FEMA COMMUNITY PANEL 24047C0180H  
DATED 7-16-15

**SEWER AND WATER**

SEWER WILL BE PROVIDED BY THE RIVER RUN SERVICE AREA  
WATER WILL BE PROVIDED BY THE OCEAN PINES SERVICE AREA  
90 EDUS WILL BE REQUIRED- 1 EDU PER LOT

**LEGEND**

- - - - - DENOTES NON-TIDAL WETLAND
- - - - - DENOTES 25' NON-TIDAL BUFFER
- - - - - DENOTES EXISTING PONDS
- - - - - DENOTES STORM WATER PONDS
- - - - - DENOTES ZONING BOUNDARY
- - - - - DENOTES 50' STREAM BUFFER

**NOTES**  
-THE SITE IS NOT LOCATED WITHIN THE ATLANTIC COASTAL BAYS  
CRITICAL AREAS  
-WETLANDS AND LIMITS OF FOREST DELINEATED BY COASTAL  
COMPLIANCE SOLUTIONS LLC IN 2019

CONCEPT PLAN

Rd. HAND AND ASSOCIATES, INC.

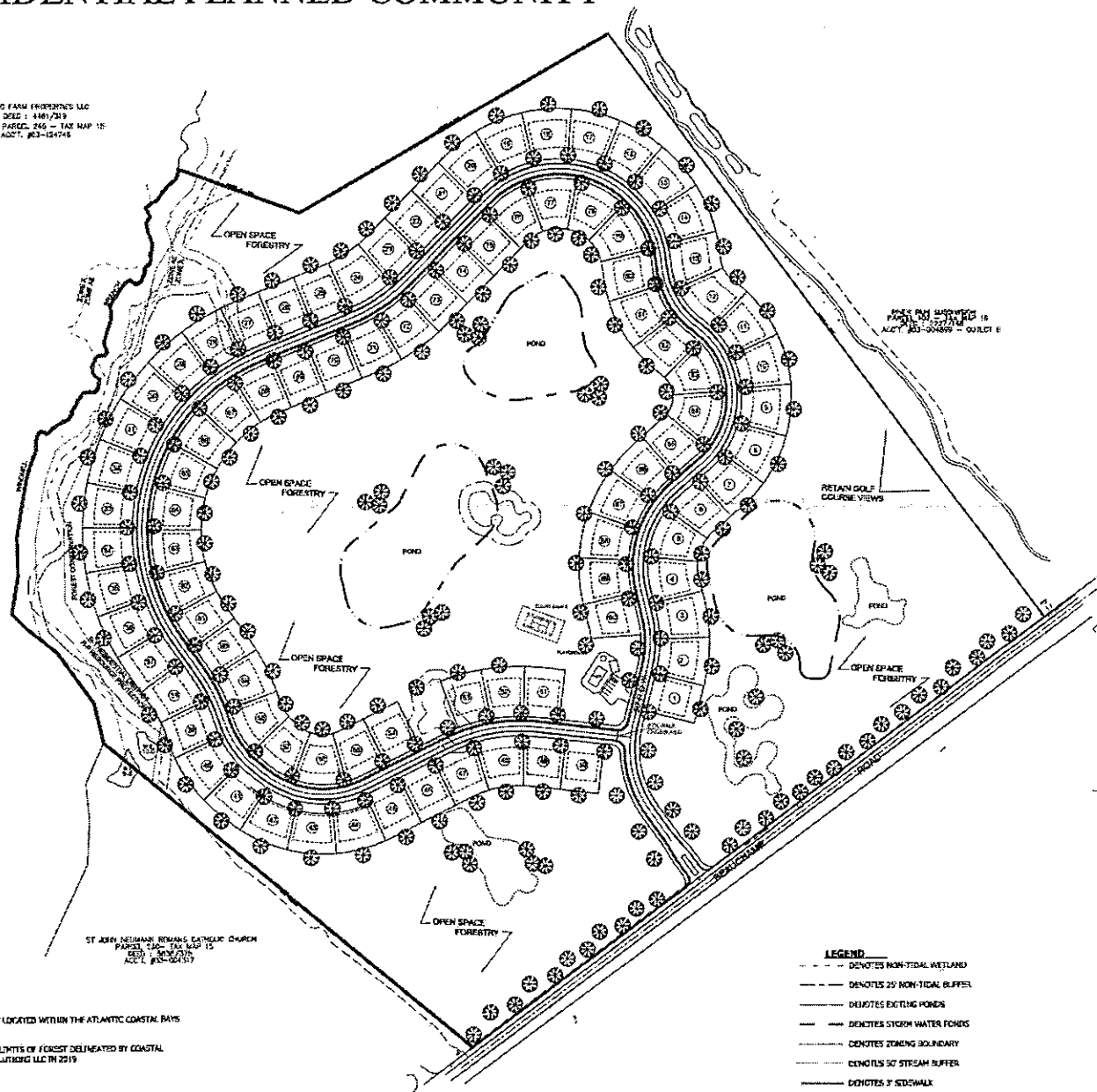
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# VERGREEN VILLAGE

## A RESIDENTIAL PLANNED COMMUNITY

BYO FARM PROPERTIES LLC  
DEED: 4461/219  
PARCEL: 246 - TAX MAP 15  
ACCT: 423-00458



### SITE DATA

#### PARCEL DESCRIPTION

TAX MAP 15, PARCELS 127 (#3 005364)  
AND 239 (#03 025372)  
THIRD ELECTION DISTRICT  
WORCESTER COUNTY MARYLAND

#### PROPERTY OWNERS

NICHOLS NEFF PROPERTIES LLC  
10527 CALVIN LANE  
GERLIN, MARYLAND 21811

#### CONTRACT PURCHASER

EVERGREEN LLC  
9919 STEPHEN DECATUR HWY  
OCEAN CITY, MARYLAND 21842

#### ZONING

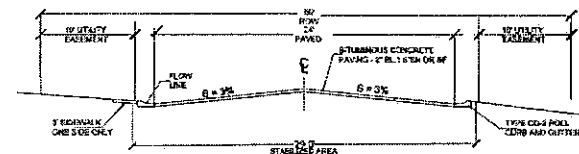
R-1, RURAL RESIDENTIAL - 90.7 ACRES  
RP, RESOURCE PROTECTION - 4.0 ACRES

#### SITE AREA

± 89.62 ACRES UPLAND  
± 5.06 NON-TIDAL WETLANDS/PONDS  
± 94.7 ACRES TOTAL SITE AREA

#### PROPOSED USE

RESIDENTIAL PLANNED COMMUNITY  
90 SINGLE FAMILY HOMES/TENNIS/SWIMMING POOL



PRIVATE RPC STREET  
STANDARD NO. 100 - 200.00 (MODIFIED)

THE DEVELOPER SHALL PROVIDE STREET PAVEMENT, SIDEWALKS AND DRAINAGE  
PLAN FOR ALL STREET CONSTRUCTION. THESE PLANS SHALL BE  
APPROVED BY THE WORCESTER COUNTY BOARD OF PUBLIC WORKS PRIOR TO  
START OF ANY CONSTRUCTION.  
ALL PAVEMENT SHALL BE IN SUBGRADE CONCRETE.  
ALL STABILIZED AREA SHALL BE STABILIZED AS FOLLOWS:  
200 LB. NO. 41 STONE PER SQUARE YARD  
OF COMPACTED SUBGRADE  
UNDESIRABLE MATERIAL TO BE REMOVED TO A POINT 12" BELOW  
SURFACE OF THE STABILIZATION. THE UNDESIRABLE MATERIAL  
SHALL BE REPLACED WITH SELECT GRAVEL.  
ALL BORDERS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED IN  
ACCORDANCE WITH THE "CONCRETE FORM AND MAINTENANCE STANDARDS"  
FOR COUNTY BORDERS AS ADOPTED AND PERIODICALLY REVISED BY THE  
WORCESTER COUNTY COMMISSIONERS.

#### LEGEND

- DENOTES NON-TIDAL WETLAND
- DENOTES 25' NON-TIDAL BUFFER
- DENOTES EXISTING POND
- DENOTES STREAM WATER POND
- DENOTES ZONING BOUNDARY
- DENOTES 50' STREAM BUFFER
- DENOTES 7' SIDEWALK

#### NOTES

- THE SITE IS NOT LOCATED WITHIN THE ATLANTIC COASTAL BAYS  
CRITICAL AREAS
- WETLANDS AND LIMITS OF FOREST DELINEATED BY COASTAL  
COMPLIANCE SOLUTIONS LLC IN 2019

Worcester County, MD  
Tuesday, July 9, 2019

## Subtitle ZS1:III. Supplementary Districts and District Regulations

### § ZS 1-315. RPC residential planned communities.

- (a) Purpose and intent. Residential planned communities are intended to encourage the best possible design of building forms and site planning for tracts of land under a unified plan of development. Holistic control over an entire development, rather than lot-by-lot regulation, and flexibility in requirements is intended to produce a well-designed development that will provide a variety of housing types, preserve open space and natural vegetation for scenic and recreational uses, reduce impervious surfaces, and have a beneficial effect upon the health, safety and general welfare of the people of the County. The regulations established in this section allow flexibility and thus permit and encourage more imaginative and environmentally sensitive development. To ensure that a residential planned community shall conform to the character and nature of the district in which it is located, achieve a maximum of coordination between the residential planned community and neighboring land uses, promote the intent and purposes of this Title and encourage the most appropriate use of land within the area of the residential planned community, specific and additional standards are established as set forth in this section.
- (b) Classification, location and area requirements. Residential planned communities shall be reviewed and approved by the pertinent body and shall be designated as either minor or major. Major residential planned communities shall be established as floating zones by the County Commissioners. Minor residential planned communities shall be defined as those having twenty or fewer residential units while major residential planned communities shall be those having more than twenty residential units. A series of separate minor residential planned communities created from the same parcel as it existed on the effective date hereof shall be considered a major residential planned community when the cumulative effect of such separate residential planned communities meets the criteria of a major residential planned community. Residential planned communities may be permitted in accordance with the provisions hereof in the E-1, V-1, R-1, R-2, R-3 and R-4 Districts. Land zoned RP which is within the boundaries of the property subjected to a residential planned community may be included within the residential planned community boundaries. Land within the boundaries of the residential planned community which is located in any C or CM District may be included in the residential planned community if the area of the C or CM District does not exceed five percent of the gross area of a minor residential planned community or fifteen percent of the gross area of a major residential planned community. Furthermore, each major residential planned community containing land in the C or CM District shall utilize a minimum of fifty percent of the gross acreage of the C or CM zoned land for retail or service uses as permitted in the C-2 General Commercial District somewhere in the project.  
[Amended 8-15-2017 by Bill No. 17-8]
- (c) Permitted uses and structures. The following uses and structures may be permitted in a residential planned community:
- (1) Minor residential planned communities: Permitted principal uses and structures shall be limited to the permitted principal uses and accessory uses allowed by the district regulations of the underlying zoning district. Any use allowed by special exception is permitted in a minor residential planned community, provided the approval of the Board of Zoning Appeals is

obtained. Commercial use up to the maximum percentage cited herein shall be limited to the permitted principal uses cited in the C-1 Neighborhood Commercial District regulations.

- (2) Major residential planned communities: Permitted principal uses and structures shall be the permitted principal uses, special exception uses and accessory uses allowed by the R-4 General Residential District, regardless of the underlying zoning district. Residential units may be located in, over or as a part of buildings or structures also used for commercial purposes. Commercial use up to the maximum percentage cited herein shall be limited to the permitted principal and special exception uses cited in the C-2 General Commercial District regulations. Uses cited as special exceptions uses shall not require approval by the Board of Zoning Appeals.
- (3) Any use or structure which is determined by the County Commissioners to be of the same general character as the above-permitted uses or accessory uses not specifically mentioned in another district but is deemed by the County Commissioners to be compatible with the character and intent of the residential planned community.
- (d) Area limitations for uses. Within a residential planned community, the following percentages of the total gross lot area [as defined in § ZS 1-305(a) hereof] but excluding state wetlands [as defined in § ZS 1-103(b) hereof] shall be devoted to the following uses:
  - (1) For minor residential planned communities:
    - A. Retail and service uses: a maximum of five percent and limited to the permitted principal uses cited in the C-1 District regulations. No retail or service uses are permitted in a residential planned community in the E-1 District.
    - B. Common use open space and recreational areas: While a minimum percentage is not required, common use open space and recreational areas are encouraged. Where possible, those areas contained in the one-hundred-year floodplain should be dedicated as open space or recreational areas.
    - C. Residential uses: There is no maximum percentage. Residential use shall be limited to single-family and two-family dwellings, multi-family dwellings, townhouses, manufactured homes and planned senior developments. Land devoted to residential use shall be deemed to include those streets, alleys and parking and service areas which abut and service primarily the residences or groups of residences.
  - (2) For major residential planned communities:
    - A. Retail and service uses: a maximum of twenty percent and limited to the permitted principal and special exception uses cited in the C-2 District regulations. No retail or service uses are permitted in a residential planned community in the E-1 District.
    - B. Common use open space: a minimum of thirty percent and in accordance with the following provisions and requirements:
      1. Open space shall be limited to areas for recreation or the growing of trees, vegetable, field or nursery crops or for purposes of conservation of natural resources. Where possible, those areas contained in the one-hundred-year floodplain should be dedicated as open space.
      2. Recreational areas shall be limited to public and private noncommercial social and recreational areas, public and private (commercial and noncommercial) golf courses, private (noncommercial) marinas and playgrounds.
      3. The terms "open space" and "recreational areas" shall not include space devoted to roads and parking. Except as provided in Subsection (d)(2)B2 hereof, open space shall be free of residential, service, business or industrial structures and uses.

4. Reasonable restrictions and fees may be placed upon the use of active recreation areas.
  5. Requirements for open space shall be as follows:
    - (i) A minimum of fifty percent of the required open space must be retained in its natural state and not used to satisfy the requirements for passive or active recreation. No more than fifty percent of this area may be private wetlands.
    - (ii) A minimum of ten percent of the required open space must be for active recreation.
    - (iii) A minimum of twenty percent of the required open space must be for passive recreation.
    - (iv) All open space and areas for active and passive recreation required by Subsection (d)(2)B5 hereof shall be dedicated, developed and perpetually protected to satisfy the requirements as contained herein.
  6. The Planning Commission may grant waivers to this subsection where it determines that conditions exist such that the full provisions for open space as required by this subsection are otherwise satisfied. The Planning Commission shall consider proximity to public open spaces, lot size and other appropriate factors.
- C. Residential uses: a maximum of seventy percent. Residential use shall be limited to single-family and two-family dwellings, multi-family dwellings, townhouses, manufactured homes and planned senior developments. Land devoted to residential use shall be deemed to include those streets, alleys and parking and service areas which abut and service primarily the residences or groups of residences but may not include usable open space or recreational areas.
- (e) Residential density. The maximum number of residential units which may be permitted in a residential planned community in areas other than those designated as Growth Areas by the Land Use chapter of the Comprehensive Plan shall be as follows. Major fractions of units may be counted as a full unit.
- (1) In the E-1 District, one unit per two acres of the total gross lot area exclusive of any land in the RP, C or CM Districts.
  - (2) In the V-1 District, five units per one acre of the total gross lot area exclusive of any land in the RP, C or CM Districts.
  - (3) In the R-1 District, one unit per one acre of the total gross lot area exclusive of any land in the RP, C or CM Districts.
  - (4) In the R-2 District, four units per one acre of the total gross lot area exclusive of any land in the RP, C or CM Districts.
  - (5) In the R-3 District, six units per one acre of the total gross lot area exclusive of any land in the RP, C or CM Districts.
  - (6) In the R-4 District, eight units per one acre of the total gross lot area exclusive of any land in the RP, C or CM Districts.
  - (7) Land in the RP, C or CM Districts may be included within the residential planned community in accordance with Subsection (b) hereof but the acreage of such land may not be included within the total lot area used for the calculation of permitted density.

- (f) Residential planned communities in areas designated as Growth Areas by the Land Use chapter of the Comprehensive Plan. Such projects shall promote mixed-use community centers with declining density toward the perimeter of the growth area, thus creating a center, an edge and a variety of housing types in between. The average residential density shall be no less than three and one-half dwelling units per acre of the total lot area used for residential, open space and recreation purposes. The core of the growth area should provide a maximum density of up to ten dwelling units per acre and mixed uses to provide commercial services to meet the residents' and visitors' needs and various housing types. Maximum lot sizes at the growth area's core shall not exceed five thousand square feet. Residential densities shall decrease as one moves away from the core of the growth area, to a perimeter density of not more than one dwelling unit per acre. Maximum lot sizes at the growth area's perimeter shall not exceed twenty thousand square feet. A surrounding natural forested or agricultural greenway should be the outermost perimeter of the growth area in order to blend into the surrounding landscape. The densities cited herein are applicable to the growth area as a whole, not to individual parcels within the growth area. Individual projects should be reviewed relative to their placement within the growth area and how their proposed design helps achieve the growth area's design principles and densities cited herein.
- (g) Lot, road and parking requirements. For individual structures, there shall be no minimum lot area, setback, bulk, lot width, area or road frontage requirements. Such standards shall be as approved by the Planning Commission. No structure or group of structures, such as semidetached dwellings or a row of townhouses, shall be erected within ten feet of any other structure or group of structures. The supplemental regulations contained in Subtitle ZS1:III hereof shall apply. All roads, parking areas and access points shall meet County standards. However, in those areas designated for commercial uses, the parking space dimensions of not less than sixty percent of the required parking shall measure not less than ten feet in width and eighteen feet in length. The parking space dimensions of not more than forty percent of the required parking shall measure not less than nine feet in width and eighteen feet in length.
- (h) Height regulations. Buildings and structures within two hundred feet of the development perimeter shall be limited to the maximum height permitted by the underlying zoning district. All other buildings in the residential planned community shall be limited to a maximum height of six stories and seventy feet. No accessory structure shall exceed either two stories or twenty-five feet in height.
- (i) Other regulations. In regulating the development of a residential planned community, the provisions of this section shall first apply. When a matter is not specifically regulated by this section, the other provisions of this Title and of the underlying zoning district in which the residential planned community is located shall apply.
- (j) General design standards. In order to provide for more efficient use of land, protection of the environment, more livable communities, and consistency with the Comprehensive Plan, the following design standards shall apply to all residential planned communities:
- (1) All development plans shall first identify key environmental features and then design the development plan in such a manner as to protect and avoid disturbance of these resources. Special consideration shall be given to wetlands, forested areas, existing significant trees, floodplains, source water and aquifer recharge protection areas, areas of critical or special habitat, water bodies on the state's impaired waters list or having an established total maximum daily load requirement and other important environmental features.
  - (2) Particularly for major residential planned communities, provide clustered, mixed use (where appropriate), pedestrian-scale development, preferably taking its design guidance in terms of scale, layout, uses, architectural style and landscaping from existing County towns and villages, to allow convenient access to products and services, improve community vitality and diminish the need for vehicle trips.



- (3) Cluster residential and commercial land uses to minimize the consumption of vacant lands, maximize open space and reduce impervious surfaces.
- (4) Limit the use of culs-de-sac and dead-end streets and instead promote street, trail and sidewalk connectivity to reduce vehicle miles traveled and improve community walkability.
- (5) Preserve existing forested areas and natural areas as greenways within and around developments for environmental and recreational purposes and to blend the man-made and natural environments.

(k) Review and approval procedure.

- (1) For minor residential planned communities: Review and approval shall take place in two steps. The first step must be completed in its entirety, including the obtaining of all necessary approvals, prior to initiating the second step.

A. Step I concept plan approval. In this step the applicant shall submit adequate plans and other pertinent documents sufficiently addressing the required elements for review by the Technical Review Committee and Planning Commission and this submission shall constitute the residential planned community application.

1. The Step I concept plan shall include the following:

- (i) A sketch plan at a readable scale. The submitted plan shall show contours at five-foot intervals, except where the average slope is less than three percent, in which case two-foot contours are required, all existing natural and man-made features, existing zoning, a vicinity map, and the Chesapeake or Atlantic Coastal Bays Critical Area boundary and designation, if applicable.
- (ii) A preliminary determination of sensitive areas, including but not limited to a preliminary delineation of any tidal or nontidal wetlands, a delineation of the one-hundred-year floodplain, and a forest stand delineation, particularly existing significant trees.
- (iii) A conceptual schematic plan generally identifying the type, location, densities and acreage of all proposed land uses.
- (iv) A requested land use density for the total project.
- (v) A schematic plan generally identifying the proposed drainage pattern and potential stormwater management measures.
- (vi) The proposed method and adequacy of wastewater disposal and potable water supply.
- (vii) A written statement addressing the residential planned community's consistency with the Comprehensive Plan, zoning regulations and other established development policy guidelines, its topography and relationship to existing natural and man-made features, both on site and in the immediate vicinity, efforts to adequately protect sensitive areas, the availability and suitability of vehicular access, and the availability and adequacy of water and sewer facilities.
- (viii) Such other information as the Technical Review Committee or Planning Commission may require.

- 2. The Technical Review Committee shall meet with the applicant to review the Step I concept plan and shall subsequently in writing identify areas of concern and issues to be addressed by the Planning Commission. The Technical Review Committee

may solicit other agency comments prior to making its recommendation and may require additional information, studies or reports.

3. The Planning Commission shall then meet with the applicant to review the Step I concept plan and the Technical Review Committee's comments and recommendations. The Planning Commission shall address the areas identified by the Technical Review Committee and such other areas of concern and such requirements as it may deem necessary and appropriate. The Planning Commission shall take action to either approve, with or without conditions, or disapprove the Step I concept plan and thus the residential planned community application. Alternatively, the Planning Commission may remand the residential planned community application back to the Technical Review Committee for further review and refinement and then subsequently consider and act upon the revised application. The Planning Commission's findings and decision shall be made in writing and made a part of the record. Once the Planning Commission has approved the Step I concept plan, the applicant may proceed with seeking approval of the Step II implementation plan.
- B. Step II implementation plan. This step shall guide the project through the customary subdivision process as prescribed in Title 2 of this Article or the site plan review process as prescribed in § ZS 1-325 hereof, as appropriate.
1. The Step II implementation plan consists of detailed subdivision plats or site plans which shall be submitted for review and approval in the manner specified in the subdivision and site plan regulations as applicable. All such plats or plans shall conform to Step I concept plan approvals. The Technical Review Committee or Planning Commission may request such information and details on the plats or plans as is determined necessary. Any construction shall comply with the approved Step II implementation plan.
  2. Requirements relative to action by the Planning Commission on the Step II implementation plan shall be those specified in the subdivision or site plan regulations as applicable.
  3. Expiration of subdivision plats or site plans approved as part of the Step II implementation plan shall be as prescribed in Title 2 of this Article or in § ZS 1-325 hereof, respectively. In the event of the expiration of the Step II approval, all previous residential planned community approvals, including the Step I concept plan approval, are rendered null and void.
- (2) For major residential planned communities: Review and approval shall take place in three sequential steps. Each step must be completed in its entirety, including the obtaining of all necessary approvals, prior to initiating the next step.
- A. Step I concept plan approval. In this step the applicant shall submit adequate plans and other pertinent documents sufficiently addressing the required elements for review by the Technical Review Committee, Planning Commission and the County Commissioners and this submission shall constitute the residential planned community application.
1. The Step I concept plan shall include the following:
    - (i) A sketch plan at a readable scale. The submitted plan shall show contours at five-foot intervals, except where the average slope is less than three percent, in which case two-foot contours are required, all existing natural and man-made features, existing zoning, a vicinity map, and the Chesapeake or Atlantic Coastal Bays Critical Area boundary and designation, if applicable.
    - (ii) A preliminary determination of sensitive areas, including but not limited to a preliminary delineation of any tidal or nontidal wetlands, a delineation of the

one-hundred-year floodplain, a forest stand delineation, greenways, areas of critical or special habitat, source water and aquifer recharge protection areas, and proposed methods for protection of important environmental features.

- (iii) A conceptual schematic plan generally identifying the type, location, densities and acreage of all proposed land uses.
- (iv) A requested land use density for the total project.
- (v) A schematic plan generally identifying the proposed drainage pattern and potential stormwater management and minimization of impervious surfaces.
- (vi) A preliminary capacity and availability analysis of water and wastewater facilities for projects proposed to be served by existing public utilities or, where new facilities are proposed to serve the project, a preliminary feasibility analysis of wastewater disposal capabilities and potable water production.
- (vii) The existing and proposed circulation patterns for vehicles, pedestrians and bicycles, both internal and external to the project, and a preliminary capacity analysis of the existing road network's ability to serve the project without undue detriment to levels of service.
- (viii) Such other information as the Technical Review Committee, Planning Commission or County Commissioners may require.
- (ix) A written statement addressing the following:
  - a. The residential planned community's conformance with the goals, objectives and recommendations of the Comprehensive Plan, compliance with the zoning regulations and other established development policy guidelines, and with the Comprehensive Plan, zoning regulations, development policy guidelines and annexation policies of any municipality within one mile of the proposed project's boundaries.
  - b. The general location of the site, a description of existing and anticipated land use in the immediate vicinity and the residential planned community's compatibility with those land uses.
  - c. The availability and adequacy of public facilities, services and utilities to meet the needs of the residential planned community and the long-term implications the project would have on subsequent local development patterns and demand for public facilities and services.
  - d. The consistency of the residential planned community with the general design standards as contained in Subsections (j)(1) through (j)(5) hereof.
  - e. The relationship of the residential planned community's proposed construction schedule, including any phasing, and the demand for and timely provision of public facilities, services and utilities necessary to serve the project.
  - f. The capacity of the existing road network to provide suitable vehicular access for the residential planned community, the appropriateness of any existing or proposed improvements to the transportation network, the adequacy of the pedestrian and bicycle circulation, and the proposed means of connectivity of the project to surrounding residential, commercial and recreational development and uses.

- g. The relationship of the proposed method of wastewater disposal and provision of potable water service with the goals, objectives and recommendations of the Comprehensive Plan, Comprehensive Water and Sewer Plan, and other established policy guidelines.
2. The Technical Review Committee shall meet with the applicants and shall review the residential planned community application, including the Step I concept plan and required written statement. The Technical Review Committee shall, subsequent to the meeting and review, identify areas of concern and issues to be addressed by the Planning Commission. It shall report its findings and recommendations to the applicants and to the Planning Commission in writing in a report known as the "Technical Review Committee Report." The Technical Review Committee may solicit other agency comments prior to making its report and may require additional information, studies or reports. The Technical Review Committee shall review the submission and present its report within ninety days after receipt of the applicant's submission of a complete application, unless extended by the Planning Commission.
3. The Planning Commission shall then meet with the applicant to review the submission and the Technical Review Committee Report and may as a group visit the site of the proposed project. The Planning Commission shall produce findings based on the items considered under Subsections (k)(2)A1(ix)a through (k)(2)A1(ix)g hereof. The Planning Commission shall also produce a recommendation to the County Commissioners as to approval or disapproval of the residential planned community application, which may address the areas identified in the Technical Review Committee Report and such other areas of concern and such requirements as the Planning Commission may deem necessary and appropriate to advise the County Commissioners. The Planning Commission shall submit its recommendation within ninety days after receipt of the Technical Review Committee Report, unless extended by the County Commissioners.
4. The County Commissioners shall consider the application and recommendation and hold a public hearing within ninety days of receipt of the Planning Commission's recommendation, unless extended by the County Commissioners. The hearing shall have the same procedural formalities as a map amendment as described in § ZS 1-113(c) hereof. Notice of such public hearing shall be as required in § ZS 1-114 hereof. The County Commissioners shall review the application, Technical Review Committee Report and Planning Commission's recommendation and shall, following the public hearing, approve or disapprove the application and, if approved, establish the residential planned community floating zone. Failure of the County Commissioners to reach a formal decision to approve or disapprove the application within six months of the public hearing shall constitute a denial of the application. In granting an approval, the County Commissioners may impose conditions which shall become a part of the approval regulating the residential planned community. In addition, the County Commissioners may require independent reports of consultants, at the expense of the developer, prior to Step I concept plan approval. Any residential planned community approved by the County Commissioners must be unconditionally accepted as approved, in writing, by the applicant requesting such use within ninety days after approval by the County Commissioners. Failure to so accept, in writing, any such residential planned community so approved by the County Commissioners shall be considered a rejection and abandonment by the applicant of the approval, and thereafter any such residential planned community so approved shall be null and void and of no effect whatsoever. Any transfers of the property shall be subject to the approved plan. Step I concept plan approval by the County Commissioners shall be considered a reclassification and subject to appeal as such.

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5. Step I approval shall automatically expire and terminate unless the Step II approval is obtained within one year from the date of Step I approval. The County Commissioners may extend the Step I approval for a maximum of one additional year, provided the one-year extension is requested not less than sixty days prior to the expiration of the Step I approval and granted prior to expiration as well.
- B. Step II master plan approval. Upon completion of Step I, an applicant shall develop and submit to the Technical Review Committee and the Planning Commission a detailed plan which shall serve as a master plan for the entire project and which shall be in accordance with the Step I approval.
1. The applicant shall meet with the Technical Review Committee and Planning Commission in that order. The Planning Commission shall have the authority to approve or disapprove the application.
  2. The master plan shall conform to the regulations as set forth in this Title and include any details and specifications as may be required by the Technical Review Committee and the Planning Commission. The master plan shall include, at a minimum, the following:
    - (i) An accurate topographic and boundary line survey of the project site, including the survey location of the perimeter of all forested areas, existing significant trees, the one-hundred-year floodplain line, the Critical Area boundary line, where applicable, the tidal and nontidal wetland lines and their buffers, location of important habitat or sensitive areas, and source water and aquifer recharge areas and a location map showing its relationship to surrounding properties.
    - (ii) Proposed extent of forest clearing, wetland and buffer impacts, Critical Area buffer impacts or variances, and the proposed percentage of impervious area.
    - (iii) The use, type, size and location of proposed structures, particularly with regard to the provision of mixed uses and clustering.
    - (iv) The general size, arrangement and location of any lots and proposed building groups.
    - (v) The pattern of existing and proposed access points, public and private roads, vehicular travelways, parking, pedestrian and bicycle paths, internal and external circulation and connectivity, particularly to surrounding residential, commercial and recreational development and uses, and the intended design and construction standards.
    - (vi) The general location, type and size of proposed landscaping.
    - (vii) The location of existing and proposed water and wastewater facilities, including how and when such facilities are to be provided.
    - (viii) Architectural drawings, elevations, sketches or models illustrating the general design, character and pedestrian-scale of the proposed structures and a written description of how they relate to the architectural style and landscape design in the existing County towns, villages, and surrounding development.
    - (ix) The general location of recreational and open space areas and areas reserved or dedicated for public uses, such as schools, community centers, libraries, fire stations and park sites, and any open space to be owned and maintained by a property owners' association. Areas proposed for active and passive recreation shall be shown, along with a description of the facilities and equipment to be provided in these areas.



- (x) The existing topography and drainage pattern and the proposed stormwater management system showing basic topographic changes.
  - (xi) Statistical data on the total size of the project area, density computations, proposed number of residential units by type, compliance with area limitations and requirements for uses, area in streets, area in parking and parking tabulation and any other similar data pertinent to a comprehensive evaluation of the proposed development.
  - (xii) A detailed time schedule for the implementation and construction of the development and, if appropriate, a plan for phasing the construction of the residential planned community, showing the general geographical coverage of future plats or plans, their approximate sequence of submission, each of which must meet pertinent requirements either on their own or in conjunction with prior phases.
3. The Technical Review Committee will meet with the applicant and review the Step II master plan and any associated documents. The Technical Review Committee shall, within ninety days after the submission of a complete application, submit its written findings and recommendation to the Planning Commission. In the review of the application, the Technical Review Committee and, subsequently, the Planning Commission shall be guided by the standards set forth in this Title and principles of good planning and shall also give consideration to whether:
- (i) The plans for the development fulfill the goals and objectives and comply with the recommendations of the Comprehensive Plan and are compatible with and complement the character and nature of existing and anticipated development in the vicinity of the proposed development.
  - (ii) The design of the development will, as its first priority, protect to the greatest extent feasible existing forested areas and greenways, floodplains, the Critical Area, where applicable, tidal and nontidal wetlands, sensitive areas or special habitats, and source water and aquifer recharge areas.
  - (iii) The residential planned community's design lends itself to a clustered, pedestrian scaled development, providing mixed uses where appropriate, and is in keeping with the scale, layout, uses, architectural style and landscape design of existing County towns and villages and blends the natural and built environments.
  - (iv) The residential planned community's design minimizes impervious surfaces and the consumption of vacant lands while maximizing open space.
  - (v) The project's layout and design promote street, trail and sidewalk connectivity within the project and to and through adjoining properties and neighborhoods.
  - (vi) The types and extent of uses and structures in the project will not adversely affect the future development or value of undeveloped neighboring areas or the use, maintenance and value of neighboring areas already developed.
  - (vii) The development will secure for the residents of the County a development which is consistent with the Comprehensive Plan and which is compatible with and complementary to established development in the County.
4. The Planning Commission will meet with the applicant and review the Step II master plan, any associated documents and the Technical Review Committee's recommendations. In its review, the Planning Commission is empowered to request any changes or additional information that it may deem necessary. Following its

review, the Planning Commission shall either approve or disapprove the application. In the case of disapproval, the Planning Commission shall present the applicant with a written report of its findings, including the reasons for disapproval. In the case of approval, the Planning Commission may attach conditions concurrent with the approval of the residential planned community and impose time limits on the development.

5. Substantial modification of the plan, as determined by the Department, may only be processed as a new Step II master plan in accordance with the provisions hereof and shall require Planning Commission review and action. Any significant modification to the detailed time schedule will require Planning Commission approval upon a showing of reasonable cause by the developer filed in writing. Minor modifications to the Step II master plan may be approved by the Department when limited to the layout, road alignment, landscaping, and stormwater management. Other amendments to the Step II approval and any conditions which may be imposed thereon may be granted by the Planning Commission upon the request of the applicant. Changes in the density or bulk of the residential planned community's structures may only be approved by the County Commissioners as an amendment to the approved Step I concept plan after a duly advertised public hearing where they determine the change to be of such significance that a public hearing is necessary.
  6. Failure to comply with the conditions and regulations as herein established and as specifically made applicable to a particular project may be cause for cancellation of the approval for said project.
  7. All approvals shall be in writing. An applicant may withdraw an application for a residential planned community at any time within sixty days after Step II master plan approval. In the event of withdrawal, the Step I concept plan and Step II master plan approvals shall be rendered null and void.
  8. Step III implementation plan approval must be obtained within three years from the date of the Step II master plan approval or the Step I concept plan and Step II master plan approvals shall automatically expire. Provided that a request for extension is made in writing no less than sixty days prior to the expiration, the Planning Commission may grant a single one-year extension to the Step II master plan approval. For the purposes of this subsection, Step III implementation plan approval shall be construed to be obtaining the approval of final plats or site plans, as appropriate, for no less than twenty percent of the residential units or residential lots in the residential planned community.
  9. The Department shall delineate and designate approved residential planned communities on the Official County Zoning Maps for informational and reference purposes.
- C. Step III implementation plan approval. This step shall guide the project through the customary subdivision process as prescribed in Title 2 of this Article or the site plan review process as prescribed in § ZS 1-325 hereof, as appropriate, and the project shall be subject to all procedures and requirements as contained therein. All subdivision plats, site plans or other necessary documents submitted as part of the Step III implementation plan shall be in accordance with the approved Step II master plan.
1. Detailed implementation plans consisting of subdivision plats or site plans, as appropriate, shall be submitted to the Technical Review Committee and Planning Commission for review and approval. All such plans shall conform to the approved Step II master plan.
  2. Construction shall not commence until all required approvals and permits have been obtained and all construction must be conducted in accordance with the approved

subdivision plats, site plans or other necessary documents that serve as the approved Step III implementation plan.

3. Limitations on review time and the expiration of subdivision plats or site plans approved as part of Step III implementation plan shall be as prescribed in Title 2 of this Article or in § ZS 1-325 hereof, respectively. In the event of the expiration of the Step III implementation plan approval, all previous residential planned community approvals, including the Step I concept plan and Step II master plan, are rendered null and void.
- (i) Appeals. There shall be but one opportunity for appeal to the Circuit Court from a decision of the County Commissioners or Planning Commission under this section. That appeal shall be from the action of the County Commissioners or Planning Commission in granting, conditioning or denying the Step I concept plan application for a major or minor residential planned community, respectively, and shall be subject to appeal in the same manner as a map amendment.

**§ ZS 1-113. Amendments.**

- (a) Generally. The regulations, restrictions, definitions, districts, classifications and boundaries set forth in this Title may, from time to time, be amended, supplanted, modified or repealed by the County Commissioners. Amendments to the text of this Title shall be passed as Public Local Laws by the County Commissioners. The reclassification of any property or the relocation of any district boundary shall be by resolution of the County Commissioners.
- (b) Text amendments.
- (1) Proposals for amendments to the text of this Title may be made by any interested person who is a resident of the County, a taxpayer therein or by any governmental agencies of the County. Such proposals for text amendments shall be in the form as prescribed by the Planning Commission and shall be addressed to and filed with the County Commissioners.
  - (2) Text amendments shall be passed by the County Commissioners as Public Local Laws according to legally required procedures, with the following additional requirements: Any proposed amendment shall first be referred to the Planning Commission for recommendation. The Planning Commission shall make a recommendation to the County Commissioners within a reasonable time after receipt of the proposed amendment. If, after receipt of the recommendation of the Planning Commission, no County Commissioner is willing to introduce the proposed amendment as a bill, it need not be considered. If one or more County Commissioners does introduce the proposed amendment as a bill, the County Commissioners shall hold at least one public hearing in relation to the proposed amendment, at which parties and interested citizens shall have an opportunity to be heard. At least fifteen days' notice of the time and place of such hearing and the nature of the proposed amendment shall be published in an official paper or a paper of general circulation in the County in accordance with the provisions of § ZS 1-114 hereof.
- (c) Map amendments.
- (1) Application.
    - A. Proposals for amendment of the Official Zoning Maps may be made only by a governmental agency or by the current property owner, contract purchaser, option holder, lessee, his attorney or the agent of the property to be directly affected by the proposed amendment. Applications filed by persons other than the current property owner must be cosigned by the property owner or the property owner's attorney at law or in fact. Such proposals for map amendments shall be in the form as prescribed by the Planning Commission and shall be accompanied by a plat drawn to scale showing property lines, the existing and proposed district boundaries and such other information as the Planning Commission may need in order to locate and plot the amendment on the Official Zoning Maps. Such plat shall not be required for sectional or comprehensive reclassification. Applications for map amendments shall be addressed to and filed with the office of the County

Commissioners. Applications shall be considered thrice annually in order to consider the collective effect of such applications. Application shall only be accepted from January 1 to January 31, May 1 to May 31, and September 1 to September 30 of any calendar year. Every such application shall contain the following information:

1. If the applicant is a corporation, the names and residences of the officers, directors and all stockholders owning more than twenty percent of the capital stock of the corporation.
  2. If the applicant is a partnership, whether a general or limited partnership, the names and residences of all partners who own more than twenty percent of the interest of the partnership.
  3. If the applicant is an individual, his name and residence.
  4. If the applicant is a joint venture, unincorporated association, real estate investment trust or other business trust, the names and residences of all persons holding an interest of more than twenty percent in the joint venture, unincorporated association, real estate investment trust or other business trust.
- (2) Any officially filed amendment or other change shall first be referred by the County Commissioners to the Planning Commission for an investigation and recommendation. The Planning Commission may make such investigations as it deems appropriate or necessary and, for the purpose of its review, may require the submission of pertinent information by any person concerned and may hold such public hearings as are appropriate in its judgement. The Planning Commission shall formulate its recommendation on such amendment or change and shall submit its recommendation and pertinent supporting information to the County Commissioners within ninety days after the Planning Commission's decision of recommendation, unless an extension of time is granted by the County Commissioners. After receiving the recommendation of the Planning Commission concerning any such amendment to this Title and before adopting or denying the same, the County Commissioners shall hold a public hearing in reference thereto in order that parties of interest and citizens shall have an opportunity to be heard. The County Commissioners shall give public notice of such hearing in accordance with the provisions of § ZS 1-114 hereof. Two legible full and complete copies of all exhibits, including electronic media, to be introduced by the applicant at any rezoning hearing as well as any proposed conditions of any rezoning shall be delivered to the Department at least thirty days prior to any rezoning hearing. The exhibits delivered shall be introduced by the applicant into evidence at the public hearing. No other exhibits other than rebuttal shall be permitted to be introduced by the applicant without specific permission of the County Commissioners given at the public hearing. The entire file and record of the staff and Planning Commission shall be incorporated in the record of the hearing and considered by the County Commissioners. Except as hereinafter provided, a simple majority vote of the entire Board of County Commissioners shall be required to pass any map amendment to this Title. However, a five-sevenths majority vote of the entire



Board of County Commissioners shall be required to pass any map amendment to this Title which represents a substantial change in or departure, as determined by a majority of the County Commissioners, from a proposed map amendment as favorably recommended by the Planning Commission or to pass a proposed map amendment which has received an unfavorable recommendation from the Planning Commission. Failure to obtain the aforesaid required majority shall constitute a denial. For the purposes of this section, the "entire Board" shall mean all members eligible to vote on any proposed amendment. A complete record shall be kept of the public hearing and the votes of all members of the County Commissioners in deciding all questions relating to the proposed map amendment.

- (3) Where the purpose and effect of the proposed amendment is to change the zoning classification of the property, the County Commissioners shall make findings of fact in each specific case, including but not limited to the following matters: population change, availability of public facilities, present and future transportation patterns, compatibility with existing and proposed development and existing environmental conditions for the area, including having no adverse impact on waters included on the State's impaired waters list or having an established total maximum daily load requirement, the recommendation of the Planning Commission and compatibility with the County's Comprehensive Plan. The County Commissioners may grant the map amendment based upon a finding that there was a substantial change in the character of the neighborhood where the property is located since the last zoning of the property or that there is a mistake in the existing zoning classification and that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan. The County Commissioners may adopt the findings or portions of the findings of the Planning Commission as the findings of the County Commissioners. Individual County Commissioners may make separate findings, but such separate findings considered as a whole must support the action taken. The findings may include reasonably drawn conclusions. The fact that an application for a map amendment complies with all of the specific requirements and purposes set forth in this Title shall not be deemed to create a presumption that the proposed reclassification and resulting development would in fact be compatible with the surrounding land uses and is not, in itself, sufficient to require the granting of the application.
- (4) No application for a map amendment shall be accepted for filing by the office of the County Commissioners if the application is for the reclassification of the whole or any part of land for which the County Commissioners have denied reclassification within the previous twelve months as measured from the date of the County Commissioners vote for denial. However, the County Commissioners may grant reasonable continuances for good cause. In addition, the County Commissioners may allow an applicant to withdraw an application for a map amendment at any time, provided that, if the request for withdrawal is made after publication of the notice of public hearing, no application for reclassification of all or any part of the land which is the subject of the application shall be allowed within twelve months following the date of such withdrawal, unless the Commissioners specify by formal resolution that the time limitation shall not apply.

- (5) The County Commissioners, upon the rezoning of any land or lands, may impose such restrictions, conditions or limitations as may be deemed by them to be appropriate to preserve, improve or protect the general character and design of the lands and improvements being zoned or rezoned or of the surrounding or adjacent lands and improvements and may, upon the zoning or rezoning of any land or lands, retain or reserve the power and authority to approve or disapprove the design of buildings, construction, landscaping or other improvements, alterations and changes made or to be made on the subject land or lands. In the event of a conditional map amendment, the restrictions, conditions and limitations shall be reduced to the form of an agreement signed by the owner and all lien holders and recorded among the land records at the expense of the owner. Restrictions, conditions or limitations may be recommended by the Planning Commission and shall be advertised verbatim or in summary form in the notice of the public hearing on the map amendment. Such recommended restrictions, conditions or limitations shall be considered a part of the Planning Commission's recommendation and subject to the five-sevenths majority vote provisions hereof. If there are no proposed restrictions, conditions or limitations at the time of the advertisement prior to the rezoning hearing, the Commissioners may state in the notice that restrictions, conditions or limitations will be considered at the hearing and may, subsequent to the hearing, without additional advertisement or hearing, impose any such restrictions. A restriction, condition or limitation imposed on an amendment, supplement or change in this Title shall become a part of this Title, and violation thereof shall be deemed to be a violation of this Title.
- (6) Comprehensive (sectional) reclassification map amendments.
- A. Comprehensive (sectional) reclassifications may only be initiated by the Planning Commission or the County Commissioners.
  - B. The Planning Commission shall review the proposed comprehensive reclassification and make a recommendation to the County Commissioners. In the case of a comprehensive (sectional) reclassification initiated by the County Commissioners, the Planning Commission shall make a recommendation to the County Commissioners within one hundred twenty days after its first review by the Planning Commission, unless an extension of time is granted by the County Commissioners. The Planning Commission may make such studies as it deems necessary and appropriate.
  - C. After receiving the recommendation of the Planning Commission, the County Commissioners may require further studies and shall hold a public hearing in reference thereto in order that parties of interest and citizens shall have an opportunity to be heard. Public notice of such hearing shall be given in accordance with the provisions of § ZS 1-114 hereof.
  - D. Comprehensive (sectional) reclassifications shall be by resolution of the County Commissioners.
  - E. Notification of property owners and neighboring property owners and the posting of the property, as required in piecemeal rezonings, shall not be

required when the property is the subject of the comprehensive (sectional) reclassification.

- F. Findings of fact as required in piecemeal rezonings shall not be required for comprehensive (sectional) reclassifications.
- G. In the case of a comprehensive (sectional) rezoning, conditions placed upon a property by virtue of a prior conditional rezoning shall be null and void unless specifically carried forward by the County Commissioners upon a finding that the reasons for which the conditions were originally imposed are still valid.

**§ ZS 1-114. Requirements for public notice.**

- (a) Generally. Unless otherwise expressly provided by law, all notices to the general public required by the terms of this Title shall be made as follows:
  - (1) By the posting of a reasonably sized sign upon the property which is the subject of the proceedings as follows:
    - A. The sign shall be of sufficient size to reasonably advise the public of the fact of the public hearing and shall be posted not less than fifteen days prior to the public hearing. The sign shall be posted (to the extent possible) within a reasonable distance of a public road serving or near the property so as (to the extent possible) to be reasonably visible to the public. Posting requirements shall be subject to the following modifications and provisions:
      - 1. Except in the case of the fifteen-day requirement, reasonable, good-faith compliance with the above requirements, as determined by the hearing agency, shall be sufficient.
      - 2. Where the property lines are difficult to ascertain, posting on an adjacent property may be found to be sufficient.
      - 3. Evidence of posting shall be provided at the public hearing, but no evidence that the sign remained standing during the period of posting shall be required. When a posted sign is destroyed or removed, the property shall be reposted but the date of posting shall be the date of original posting.
      - 4. The hearing agency shall have the authority to determine whether or not a good-faith effort to comply with the posting requirements is sufficient to satisfy the intent of such requirements so as to reasonably advise the public of the pending proceeding.
    - B. Any applicant and/or owner of the property subject to the proceedings shall be deemed to have consented to the entry upon the property by any County staff or board members to examine the property with respect to the specific request and by the public for the purpose of viewing any sign.

C. Posting shall not be required for proposed sectional or comprehensive map amendment procedures or for proposed amendments to the text of this Title.

(2) All proceedings under the terms of this Title requiring a public hearing shall be advertised at least once in one newspaper of general circulation in the County not less than fifteen days prior to the date such proceeding is scheduled for hearing, which advertisement shall state the following:

- A. The date, time and place of such hearing.
- B. A summary of the purpose of the proceeding in sufficient detail to inform the public of the nature of the proceeding and the relief sought by the initiator of the proceeding.
- C. The location of the property involved, if any, the name of the owner and the file or case number of the proceeding and the name of the governmental body before which such proceeding is to be conducted.
- D. Any other information deemed necessary to adequately inform the public of the proceeding.

(3) Whenever the application of this Title requires the holding of a public hearing, a notice of the time and place of such hearing shall be mailed to the initiator of the proceeding, to each incorporated municipality within one mile of the property affected by the proposed change, to the owners of all property contiguous to the property with which the hearing is concerned and to all properties opposite the property with which the hearing is concerned. Opposite properties are measured at right angles to the center line of any intervening roads. Such mailed notices shall be sufficient if directed to such qualifying property owners as shown on the tax records of the County, at the address to which the real estate tax bill on the property is sent, and as shown on the current property tax records for the County. Such notice shall contain the same information as the published notice required by this subsection and shall be mailed not less than fifteen days prior to the date of the hearing. An affidavit of compliance with this section shall be made a part of the record. Posting or notification of property owners shall not be required for proposed sectional or comprehensive map amendment procedures or for proposed amendments to the text of this Title.

(b) Responsibility for public notice. It shall be the responsibility of the Department to ensure that the provisions of Subsections (a)(1) and (a)(3) hereof are fully complied with for all matters that come before the Board of Zoning Appeals, the Planning Commission or the County Commissioners relative to matters regulated by this section.

**§ ZS 1-115. Permits and zoning/occupancy certificates.**

(a) Permit. It shall be unlawful to:

- (1) Erect or locate or begin the construction, reconstruction, extension, renovation, demolition or alteration, including the excavation thereof, of any building or structure until a permit for such work has been issued by the Department; or



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)

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ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION

### MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Edward A. Tudor, Director of Development Review and Permitting   
DATE: July 30, 2019  
RE: 2018 International Codes Adoption

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Pursuant to the regulations concerning the Maryland Building Performance Standards (MBPS) as contained in COMAR 09.12.51.06, we must begin enforcing the International Building Code (IBC), the International Residential Code (IRC) and the International Energy Conservation Code (IEC) within twelve months of the effective date of the adoption of the regulations at the State level. For this Code cycle the regulations became effective on March 25, 2019, thus making our last effective date no later than March 25, 2020. While we still have plenty of time to begin enforcing the new Codes, there is one small change at the State level that I believe makes it beneficial to adopt the Codes sooner rather than later. The change is with regard to the number of air exchanges per hour as limited by the Energy Code. While there has been no outright increase in the allowable number of air exchanges per hour, a provision has been added whereby the air exchange rate could be increased to five exchanges per hour from the current limit of three when it is used in what is known as the Energy Rating Index Compliance Alternative. Basically put, when increasing the allowable air exchanges per hour, other means must be used to reduce energy consumption in the structure to offset that which is lost by the increased air exchanges allowed. Compliance must be completed by an approved third party using approved software rating tools at both permit application and final testing.

The standards do allow local jurisdictions to make limited local amendments to the Codes, which we have done at the beginning of each three-year Code cycle for many years. The local amendments are generally necessary to align the provisions of the Building Codes with other provisions of our Zoning Ordinance for things like permit expiration times and submittal requirements. Other local amendments are necessary to establish in writing from the maps



contained in the Codes things such as frost depth, wind design speeds and snow loads. One amendment deletes the flood resistant construction requirements since they are already provided for in our local Floodplain Management Ordinance.

The attached draft resolution serves to carry forward all of the local amendments we have had in place for the last several Code cycles with the addition of the Floodplain Management Section described above. The draft resolution is proposed to take effect upon its passage and shall apply to all building permit applications accepted for submittal on or after September 30, 2019.

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

cc: Bill Bradshaw, Building Administrator/County Engineer

**A RESOLUTION ESTABLISHING LOCAL AMENDMENTS  
TO THE MARYLAND BUILDING PERFORMANCE STANDARDS  
FOR WORCESTER COUNTY, MARYLAND**

WHEREAS, pursuant to State law the Maryland Codes Administration has established the 2018 International Building Code and 2018 International Residential Code, et al, as the Maryland Building Performance Standards by COMAR Regulation 09.12.51 ; and

WHEREAS, each local jurisdiction within the State must enforce these Standards within twelve months of the State's adoption of these codes; and

WHEREAS, local jurisdictions may make local amendments to modify the provisions of the Standards to address conditions peculiar to the local jurisdiction's community; and

WHEREAS, the County Commissioners have determined it necessary and appropriate to amend said Standards to carry forward certain local amendments to prior building codes and to ensure consistency with other regulations, both state and local;

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the following local amendments to the Maryland Building Performance Standards are hereby adopted:

**IRC CODE AMENDMENTS**

- 1) *R105.2 Work exempt from permit is amended to read as follows:*

**R105.2 Work exempt from the submission of construction plans.** Where permits are required by the terms of other Public Local Law for various construction activities, construction plans shall not be required for the following.

**Building:**

1. Detached accessory structures such as sheds, playhouses, garages and similar uses, provided the floor area is less than 500 square feet.
2. Fences not over 6 feet (1829 mm) high.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 liters) and the ratio of height to diameter or width does not exceed 2 to 1.
5. Sidewalks and driveways.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

7. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
  8. Swings and other playground equipment.
  9. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
  10. Decks not exceeding 200 square feet in area, not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by section R311.4.
- 2) R105.2 is furthermore amended by the deletion of the Electrical, Gas, Mechanical and Plumbing provisions previously contained in the section.
  - 3) R105.5 Expiration is amended to read as follows:

**R105.5 Expiration.** The expiration date for any issued permit shall be in accordance with the provisions of Section ZS 1-115(g) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County as may be amended from time to time. Any permit application which remains unissued after six months from the date of notice to the applicant of its availability shall expire and be considered null and void.
  - 4) R110.1 Use and occupancy is amended by the deletion of exceptions 1 and 2.
  - 5) Table R301.2(1) Climatic and Geographic Design Criteria is amended by the insertion of the following building design parameters:

Ground snow load – 20 pounds per square foot

Wind design speed/topographic effect – 125 mph/no topographic effect

Seismic design category – A

Subject to damage from:

Weathering – Severe

Frost line depth – 18 inches

Termite – Moderate to Heavy

Winter design temperature – 18 degrees

Ice barrier underlayment required – No

Flood Hazard – As identified by the FIRM maps

Air freezing index – 250

Mean annual temperature – 56 Degrees Fahrenheit



- 6) R311.7.5.1 Risers is amended to read as follows:

**R311.7.5.1 Risers.** The maximum riser height shall be 8 ¼ inches. The riser shall be measured vertically between leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.55 mm). Risers shall be vertical or sloped from the underside of the nosing of the tread above at an angle not more than 30 degrees (0.51 rad) from the vertical. Open risers are permitted provided that the opening between treads does not permit the passage of a 4-inch-diameter (102 mm) sphere.

**Exceptions:**

1. The opening between adjacent treads is not limited on stairs with a total rise of 30 inches (762 mm) or less.
2. The opening between adjacent treads is not limited on spiral stairways.
3. The riser height of spiral stairways shall be in accordance with Section R311.7.10.1.

- 7) R311.7.5.2 Treads is amended to read as follows:

**R311.7.5.2 Treads.** The minimum tread depth shall be 9 inches (229 mm). The tread depth shall be measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. The greatest tread depth within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm).

- 8) R318.1 Subterranean termite control methods is amended to read as follows:

**R318.1 Subterranean termite control methods.** In areas subject to damage from termites as indicated by table R301.2(1), methods of protection shall employ a physical barrier as provided in Section R318.3 or construction utilizing cold-formed steel framing in accordance with Sections R505.2.1 and R603.2.1. Additional methods of protection as required by Section R318.3 shall use as least one of the following:

1. Chemical termiticide treatment, as provided in Section R318.2.
2. Termite baiting system installed and maintained according to the label.
3. Pressure-preservative-treated wood in accordance with the provisions of Section R317.1.
4. Naturally durable termite-resistant wood.

- 9) R322. Flood resistant construction is deleted in its entirety and replaced with the following:

**R322. Flood resistant construction.** For flood-resistant construction regulations, refer to the Building Regulations Article, Title 2 Construction Regulations, Subtitle III Floodplain Management, of the Code of Public Local Laws of Worcester County, Maryland.

- 10) R403.1.1 Minimum size is amended by the addition of the following sentence at the end of the section: In no case shall the footing be less than 20 inches in width and 10 inches in thickness with a minimum compressive strength of 2500 pounds per square inch and contain no less than two pieces of #4 reinforcement bar laid longitudinally throughout the entire footing.
- 11) R403.1.4 Minimum depth is amended to read as follows:  
  
**R403.1.4 Minimum depth.** All exterior footings shall be placed at least 18 inches below the finished exterior grade. Where applicable, the depth of footings shall also conform to Section R403.1.4.1.
- 12) Appendices E – Manufactured Housing and K – Sound Transmission are specifically adopted.

### **IBC CODE AMENDMENTS**

- 1) [A] 105.2 Work exempt from permit is amended to read as follows:

**[A] 105.2 Work exempt from the submission of construction plans.** Where permits are required by the terms of other Public Local Laws for various construction activities, construction plans shall not be required for the following.

#### **Building:**

1. Detached accessory structures such as sheds, playhouses, garages and similar uses, provided the floor area is less than 500 square feet.
2. Fences not over 6 feet (1829 mm) high.
3. Oil derricks.
4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
5. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 liters) and the ratio of height to diameter or width does not exceed 2 to 1.
6. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish



work.

8. Temporary motion picture, television and theatre sets and scenery.
  9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18925 L) and are installed entirely above ground.
  10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
  11. Swings and other playground equipment accessory to one- and two-family dwellings.
  12. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support of Groups R3 and U occupancies.
  13. Nonfixed and moveable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.
- 2) [A] 105.2 is furthermore amended by the deletion of the Electrical, Gas, Mechanical and Plumbing provisions previously contained in the section.
- 3) [A] 105.5 Expiration is amended to read as follows:
- [A] 105.5 Expiration.** The expiration date for any issued permit shall be in accordance with the provisions of Section ZS 1-115(g) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County as may be amended from time to time. Any permit application which remains unissued after six months from the date of notice to the applicant of its availability shall expire and be considered null and void.
- 4) Pursuant to Section .06 Application of Standards, Subsection C., of the Maryland Building Performance Standard, COMAR 09.12.51 as amended from time to time, Worcester County shall be added the list of Counties whereby the standards for agricultural buildings used for agritourism are modified pursuant to the standards contained therein.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage and shall apply to all building permit applications accepted for submittal on or after September 30, 2019.

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

# **Title 09 MARYLAND DEPARTMENT OF LABOR**

## **Subtitle 12 BUILDING AND MATERIAL CODES**

### **Chapter 50 Model Performance Code**

**Authority: Public Safety Article, §12-201(f), Annotated Code of Maryland**

#### **.01 Definitions.**

A. In this chapter, the following terms have the meanings indicated.

B. Terms Defined.

(1) "Department" means the Maryland Department of Labor.

(2) "ICC" means the organization known as the International Code Council.

(3) "High performance home" has the meaning stated in Public Safety Article, §12-509(a), Annotated Code of Maryland.

(4) Hotel.

(a) "Hotel" means an establishment that offers sleeping accommodations for compensation.

(b) "Hotel" does not include a bed and breakfast establishment.

(5) "Industrialized building" has the meaning stated in Public Safety Article, §12-301(d), Annotated Code of Maryland.

(6) "Master control device" means:

(a) A control that is activated when a person enters the room through the primary room-access method; or

(b) An occupancy sensor control that is activated by a person's presence in the room.

(7) "Model Performance Code" or "Model Code" means the Model Performance Code for building construction as detailed in Regulation .03 of this chapter.

(8) "NFPA" means National Fire Protection Association, Inc.

(9) "Person" means any private individual, firm, or corporation and any public officer or agency.

(10) "Regulations" means the regulations as defined in Regulation .02 of this chapter.

(11) "Secretary" means the Secretary of Labor or a designated representative.

(12) "State certified inspector" means an individual qualified by reason of experience, training, and/or examination, to inspect buildings for compliance with the State Model Performance Code, and certified pursuant to Regulation .07 of this chapter.

## **.02 General.**

A. Title. These regulations shall be known and may be cited as the Model Performance Code. Except as otherwise indicated, "regulations" as used in this chapter shall mean the Model Performance Code.

### **B. Application.**

(1) These regulations may not be binding upon any subdivision of the State unless the subdivision adopts the Model Performance Code, by law, ordinance, or resolution of its governing body referring to the Model Performance Code.

(2) For industrialized buildings approved by an approved testing facility under COMAR 09.12.52 after the effective date of these regulations:

(a) This chapter and the codes incorporated by reference apply to any approved building provided that construction begins prior to 6 months after the Department's adoption of the 2021 edition of the International Building Code; and

(b) The approved testing facility shall state in its approval letter to the Department and the manufacturer of the building:

(i) The date of approval; and

(ii) That approval will expire for a building unless construction begins prior to 6 months after Department's adoption of the 2021 edition of the International Building Code.

(3) For industrialized buildings approved by an approved testing facility under COMAR 09.12.52 prior to the effective date of these regulations, the previous version of this chapter and the 2015 International Building Code shall apply provided that construction begins prior to 6 months after the effective date of these regulations.

C. Equivalency. Nothing in the Model Performance Code is intended to prevent the use of systems, methods, or devices of equivalent or superior quality, strength, fire resistance, effectiveness, durability, and safety to those prescribed by the Model Code, providing technical documentation is submitted to the authority having jurisdiction to demonstrate equivalency, and the system, method, or device is approved for the intended purpose.

D. The Department encourages home builders to construct new high performance homes.

## **02-1 Incorporation by Reference.**

A. In this chapter, the following documents are incorporated by reference, except as modified in Regulation .03 of this chapter.

### **B. Documents Incorporated.**

(1) International Building Code (International Code Council), which is incorporated by reference in COMAR 09.12.51.04A(1).

(2) 2018 International Plumbing Code (International Code Council).

(3) National Electric Code, 2017 Edition (NFPA 70).

(4) International Residential Code for One- and Two-Family Dwellings (International Code Council), which is incorporated by reference in COMAR 09.12.51.04A(2).

(5) 2018 International Mechanical Code (International Code Council).

(6) International Energy Conservation Code (International Code Council), which is incorporated by reference in COMAR 09.12.51.04A(3).

(7) 2012 International Green Construction Code (International Code Council, 500 New Jersey Avenue, N.W., 6th Floor, Washington DC 20001).

## **.03 Model Performance Code.**

A. The standards incorporated by reference in Regulation .02-1 of this chapter, and modified as follows, constitute the Model Performance Code for building construction in the State:

(1) For industrialized building construction:

(a) International Building Code with the following modifications:

(i) Chapter 1. Delete Section 101.2.1 Appendices and replace with the following:

101.2.1 Appendices: All the provisions in the Appendices are adopted as part of the IBC except those in Appendices A, B, D, E, and K;

(ii) Chapter 9. Add note to Section 901.1 Scope: Fire protection system requirements of Chapter 9 may be concurrently covered in the State Fire Prevention Code, Public Safety Article, §§6-101—6-202, Annotated Code of Maryland, and COMAR 29.06.01;

(iii) Chapter 10. Add note to Section 1001.1 General: Means of egress requirements of Chapter 10 may be concurrently covered in the State Fire Prevention Code, Public Safety Article, §§6-101—6-602, Annotated Code of Maryland, and COMAR 29.06.01;

(iv) Chapter 11. Chapter 11, related to accessibility requirements, is hereby replaced with the Maryland Accessibility Code set forth in COMAR 09.12.53;

(v) Chapter 24. The requirements for safety glazing set forth in Public Safety Article, Title 12, Subtitle 4, Annotated Code of Maryland, are in addition to Chapter 24, Section 2406, of the IBC related to safety glazing. In the event of a conflict between Chapter 24 of the IBC and the Annotated Code of Maryland, the requirements of the Annotated Code of Maryland prevail;

(vi) Chapter 30. The provisions of Chapter 30 of the IBC relate to elevators and conveying systems and are in addition to and not instead of the requirements set forth in Public Safety Article, Title 12, Subtitle 8, Annotated Code of Maryland. In the event of a conflict between the IBC and the Annotated Code of Maryland, the provisions of the Annotated Code of Maryland prevail;

(b) International Plumbing Code with the following modification: Delete all of §404.0 — the subject matter is covered by Maryland Accessibility Code, COMAR 09.12.53;

(c) National Electrical Code,

(d) International Mechanical Code;

(e) International Residential Code for One- and Two-Family Dwellings with the following modifications:

(i) Chapter 1. Delete the Section 102.5 Appendices and replace with the following: 102.5 Appendices: All the provisions in the Appendices are adopted as part of the IRC except those in Appendices E, J, and L;

(ii) Add to Section N1102.4.1.2 (R402.4.1.2): Except as provided for in the Simulated Performance Path listed in Section N1105 (R405);



(iii) Add to Section N1102.4.1.2 (R402.4.1.2): Except as provided for in the Energy Rating Index Compliance Alternative Section N1106 (R406);

(iv) Modify Table N1105.5.2(1) (R405.5.2(1)) for Air Exchange Rate line item under the proposed design add "not to exceed 5 air changes per hour with baseline of 3 air changes per hour in climate zones 4 and 5 maintained for Standard Reference Design" after "The measured air exchange rate"; and

(v) Add exception to Section N1106.2 (R406.2): The maximum of 5 air changes per hour tested in accordance with Section N1102.4.1.2 (R402.4.1.2) may be used to determine the Energy Rating index score with baseline of 3 air changes per hour in climate zones 4 and 5 maintained for ERI Reference Design;

(f) International Energy Conservation Code with the following modification:

(i) Add a note to Section C405.2.4 Specific Application Controls: For the new construction of hotels, each hotel guest room shall be equipped with a master control device in compliance with COMAR 09.12.51.04D(2);

(ii) Add to Section R402.4.1.2: Except as provided for in the Simulated Performance Path listed in Section R405;

(iii) Add to Section R402.4.1.2: Except as provided for in the Energy Rating Index Compliance Alternative in Section R406;

(iv) Modify Table R405.5.2(1) for Air Exchange Rate line item under the proposed design add "not to exceed 5 air changes per hour with baseline of 3 air changes per hour in climate zones 4 and 5 maintained for Standard Reference Design" after "The measured air exchange rate"; and

(v) Add exception to Section R406.2: The maximum of 5 air changes per hour tested in accordance with Section R402.4.1.2 may be used to determine the Energy Rating index score with baseline of 3 air changes per hour in climate zones 4 and 5 maintained for ERI Reference Design;

(g) If an industrialized building manufacturer desires to or has been requested to construct a building to the International Green Construction Code (IGCC) standards they may use the IGCC in addition to the other codes in §A(1) with the following modifications:

(i) Chapter 1. Delete Section 101.4 Appendices and replace with the following: All the provisions in the appendices are adopted as part of the IGCC except those in the appendices C and D;

(ii) Chapter 3. Add following note to Section 302.1 Item 1: In Table 302.1, Select "Yes" for residential buildings as indicated in Exception 1 to Section 101.3; and

(iii) The §A(1)(g) does not preempt the authority reserved to local jurisdictions to regulate matters in the IGCC including land use, site placement, and other matters that do not affect the structure or design of the industrialized building; and

(h) The Department encourages home builders to construct new high-performance homes.

(2) For all other building construction:

(a) The International Building Code with modifications related to building standards, as adopted under COMAR 09.12.51.04;

(b) Plumbing Code requirements adopted under Business Occupations and Professions Article, §§12-101—12-702, Annotated Code of Maryland;

(c) National Electrical Code;

(d) International Mechanical Code;

(e) The International Residential Code for One- and Two-Family Dwellings with modifications related to building standards, as adopted under COMAR 09.12.51.04;

(f) International Energy Conservation Code with modifications related to building standards, as adopted under COMAR 09.12.51.04; and

(g) If a builder desires to or has been requested to construct a building to the International Green Construction Code (IGCC) standards they may use the IGCC in addition to the other codes in §A(2).

B. Copies of these documents are filed in special public depositories located throughout the State. A list of these depositories is available online at [www.dsd.state.md.us](http://www.dsd.state.md.us).

#### **04 Modifications to Model Performance Code.**

A. As stated in Regulation .02B of this chapter, the Model Performance Code is not binding on any subdivision of the State unless specifically adopted by it. A copy of the law, ordinance, or resolution adopting the Model Code shall be sent by the governing body of the adopting subdivision to the Secretary. Copies of all subsequent laws, ordinances, or resolutions pertaining to the Model Code shall similarly be sent by the governing body to the Secretary.

B. After adoption by a subdivision, alteration or modification of the Model Code is prohibited without prior concurrence of the Secretary.

C. The Department will regularly consult with local officials to review the application and effectiveness of the Model Code in each adopting subdivision.

D. Requests for Changes.

(1) Requests for changes, modifications, or exceptions to make the Model Code more effective and useful in any subdivision shall be submitted in writing by certified mail, return receipt requested, to the Secretary by the appropriate authority in the subdivision, together with the reasons for the request.

(2) Upon receipt of a request, the Secretary may:

(a) Concur with it;

(b) Take no action for a period of 30 days after receipt of the request, which shall be deemed concurrence; or

(c) Deny the request and notify the requesting subdivision in writing. The Secretary may utilize the 30-day period provided hereby for informal consultation with the requesting subdivision and with any other individuals or groups.

(3) Concurrence with requests for special Model Code provisions to meet local conditions will not be unreasonably withheld.

E. The administrative sections of Article 1 of the International Building Code are entirely administrative and may require alteration to adapt them to local use. Alterations to these sections of Article 1 are therefore excluded from the requirement of concurrence by the Secretary. However, any alterations shall be forwarded to the Secretary for the Department's records.

**.05 Appeals of Code Interpretations or Applications.**

A. If a subdivision provides for a body and procedures to hear building appeals, any person aggrieved by any application or interpretation of the Model Code may obtain review under the procedures.

B. Review by this Department shall be granted:

(1) If requested by the appeals body referred to in §A.

(2) If requested by the aggrieved party before commencement of appeal procedures provided by the subdivision. In that case, the Director of the Building Codes Administration may, in the Director's discretion, decline to review the question of interpretation or application and remand the question to the subdivision, because the question is of insufficient importance or can be resolved more readily at a local level, or for other reasons. The action is not reviewable.

(3) When a building appeals procedure is not provided by the subdivision.

C. An aggrieved person requesting review by the Department of an application or interpretation of the Model Code shall do so in writing, addressed to the Director of the Building Codes Administration in the Department, together with a full statement of the circumstances and the reasons for challenge.

D. The Director of the Building Codes Administration will normally refer the question of interpretation or application to ICC or NFPA, as the case may be, for answer by their respective interpretation services. The Director is not required to refer the question to ICC or NFPA. The Director shall notify the parties of the referral.

E. Within 10 days from the receipt by the Director of the Building Codes Administration of the request for review, or within 10 days from receipt by the Director of an answer from ICC or NFPA when the question has been referred, the Director shall notify the parties of the Director's decision, with a statement of the reasons for it, including a copy of any communication from ICC or NFPA.

F. Review of an adverse decision of the Director of the Building Codes Administration shall be by appeal to the Secretary, filed within 30 days after issuance of the decision by the Director.

## **06 Code Improvements.**

Any recommendations for changes to improve these regulations should be submitted to the Secretary with an explanation of the modification desired.

## **.07 Training and Certification of Building Inspectors.**

In order to assist local jurisdictions to effectively administer the Model Performance Code, the Department has the responsibility to train and certify building code enforcement officials in any jurisdiction where the Model Performance Code is in effect.

## **Administrative History**

### **Effective date: April, 1973**

Regulation .01 amended effective December 30, 1985 (12:26 Md. R. 2542)

Regulation .02C adopted effective December 30, 1985 (12:26 Md. R. 2542)

Regulation .03 amended effective August 6, 1975 (2:17 Md. R. 1188); March 3, 1976 (3:5 Md. R. 295); June 29, 1979 (6:13 Md. R. 1124); March 1, 1983 (10:3 Md. R. 208); December 30, 1985 (12:26 Md. R. 2542)

Regulations .04 and .05 amended effective November 3, 1978 (5:22 Md. R. 1671)

Regulations .04E and .05C amended effective December 30, 1985 (12:26 Md. R. 2542)

Regulation .07A amended effective December 30, 1985 (12:26 Md. R. 2542)

Regulation .07B amended effective August 6, 1975 (2:17 Md. R. 1188) and November 3, 1978 (5:22 Md. R. 1671); repealed effective December 30, 1985 (12:26 Md. R. 2542)

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Chapter recodified from COMAR 05.01.03 to COMAR 05.02.01

Regulation .01B amended effective June 1, 1988 (15:11 Md. R. 1329); July 28, 1997 (24:15 Md. R. 1061); October 15, 2001 (28:1 Md. R. 25); September 20, 2004 (31:6 Md. R. 507); January 1, 2012 (38:24 Md. R. 1499); January 7, 2013 (39:26 Md. R. 1663)

Regulation .02B amended effective January 1, 2012 (38:24 Md. R. 1499); January 1, 2015 (41:25 Md. R. 1476)

Regulation .02D adopted effective January 1, 2012 (38:24 Md. R. 1499)

Regulation .02-1 adopted effective July 28, 1997 (24:15 Md. R. 1061)

Regulation .02-1B amended effective October 15, 2001 (28:1 Md. R. 25); September 20, 2004 (31:6 Md. R. 507); July 1, 2007 (34:7 Md. R. 696); January 1, 2010 (36:22 Md. R. 1722); January 1, 2012 (38:24 Md. R. 1499); January 7, 2013 (39:26 Md. R. 1663); January 1, 2015 (41:25 Md. R. 1476)

Regulation .03 amended effective June 1, 1988 (15:11 Md. R. 1329); July 22, 1991 (18:14 Md. R. 1609); July 28, 1997 (24:15 Md. R. 1061); October 15, 2001 (28:1 Md. R. 25)

Regulation .03A amended effective January 1, 2010 (36:22 Md. R. 1722); January 1, 2012 (38:24 Md. R. 1499); January 7, 2013 (39:26 Md. R. 1663); January 1, 2015 (41:25 Md. R. 1476)

Regulation .04D amended effective July 1, 2007 (34:7 Md. R. 696)

Regulation .04E amended effective June 1, 1988 (15:11 Md. R. 1329); October 15, 2001 (28:1 Md. R. 25); September 20, 2004 (31:6 Md. R. 507); July 1, 2007 (34:7 Md. R. 696); January 1, 2012 (38:24 Md. R. 1499); January 1, 2015 (41:25 Md. R. 1476)

Regulation .05D, E amended effective October 15, 2001 (28:1 Md. R. 25)

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Chapter recodified from COMAR 05.02.01 to COMAR 09.12.50 effective March 25, 2019 (46:6 Md. R. 345)

Regulation .01B amended effective March 25, 2019 (46:6 Md. R. 345)

Regulation .02A, B amended effective March 25, 2019 (46:6 Md. R. 345)

Regulation .02-1B amended effective March 25, 2019 (46:6 Md. R. 345)

Regulation .03 amended effective March 25, 2019 (46:6 Md. R. 345)

Regulation .04A, E amended effective March 25, 2019 (46:6 Md. R. 345)

Regulation .05 amended effective March 25, 2019 (46:6 Md. R. 345)

Regulation .07 amended effective March 25, 2019 (46:6 Md. R. 345)

# **Title 09 MARYLAND DEPARTMENT OF LABOR**

## **\* Subtitle 12 BUILDING AND MATERIAL CODES**

### **Chapter 51 Maryland Building Performance Standards**

**Authority: Public Safety Article, §§12-503, 12-507(a)(2), 12-508(g), and 12-510(d),  
Annotated Code of Maryland**

#### **.01 Title.**

This chapter shall be known and may be cited as the Maryland Building Performance Standards Regulations.

#### **.02 Purpose and Scope.**

The purpose of this chapter is to adopt the International Building Code (IBC), the International Residential Code (IRC), and the International Energy Conservation Code (IECC), as may be modified by the Department, as the Maryland Building Performance Standards, which will provide reasonable protection to the public against hazards to life, health, and property, and to establish the policies and procedures associated with the operation of a data base that contains the Standards, the local amendments, and other related information.

#### **.03 Definitions.**

A. In this chapter, the following terms have the meanings indicated.

B. Terms Defined.

##### **(1) Agricultural Building.**

(a) "Agricultural building", for purposes of Regulation .06B of this chapter only, means a structure designed and constructed to house farm implements, hay, grain, poultry, livestock, or other horticultural products.

(b) "Agricultural building" does not include a place of human residence.

##### **(2) Agritourism.**

(a) "Agritourism" means tourism of agricultural farms and buildings by members of the general public for recreational, entertainment, or educational purposes for which tourists may or may not pay fees.

(b) Agritourism includes the following activities, when performed by a tourist:

(i) Viewing rural activities, farming, ranching, and wine making;

(ii) Viewing natural, historical, and cultural resources; and

(iii) Harvesting agricultural products.

(3) "Building" has the meaning and interpretation set forth in the International Building Code.

(4) "Codes Administration" means the Building Codes Administration, an administration within the Department.

(5) "County" means any of the 23 counties of the State and the Mayor and City Council of Baltimore.

(6) "Department" means the Maryland Department of Labor.

(7) "High performance home" has the meaning stated in Public Safety Article, §12-509(a), Annotated Code of Maryland.

(8) Hotel.

(a) "Hotel" means an establishment that offers sleeping accommodations for compensation.

(b) "Hotel" does not include a bed and breakfast establishment.

(9) "IBC" means the International Building Code, as incorporated by reference in this chapter.

(10) "ICC" means the organization known as the International Code Council.

(11) "Local amendment" means:

(a) An amendment to the Standards that has been adopted by a local jurisdiction in accordance with applicable local laws and regulations; and

(b) A copy of the amendment has been provided to the Department for inclusion in the data base within the following time period:

(i) At least 15 days before the effective date of the amendment, or

(ii) In the case of an emergency adoption of an amendment, within 5 days of the emergency amendment's adoption.

(12) "Local jurisdiction" means the county or municipality responsible for implementation and enforcement of the Maryland Building Performance Standards.

(13) "Master control device" means:

(a) A control that is activated when a person enters the room through the primary room-access method; or

(b) An occupancy sensor control that is activated by a person's presence in the room.

(14) "MBPS" or "Standards" means the Maryland Building Performance Standards established by these regulations.

(15) "Municipality" means a municipal corporation subject to the provisions of Article XI-E of the State Constitution.

(16) "Person" means an individual, corporation, partnership, association, or any other legal entity authorized to do business in the State.

(17) "Structure" has the meaning and interpretation set forth in the IBC.

#### **.04 Incorporation by Reference.**

A. In this chapter, the following documents are incorporated by reference:

(1) 2018 International Building Code (International Code Council);

(2) 2018 International Residential Code for One- and Two-Family Dwellings (International Code Council);

(3) 2018 International Energy Conservation Code (International Code Council); and

(4) 2012 International Green Construction Code (International Code Council, 500 New Jersey Avenue, N. W., 6th Floor, Washington DC 20001).

B. Modifications to the International Building Code.

(1) Chapter 1. Add note to Chapter 1 of the IBC: Local jurisdictions are responsible for the implementation and enforcement of the Maryland Building Performance Standards. Refer to each local jurisdiction for local amendments to Chapter 1 of the IBC. Each local jurisdiction having authority shall establish, on or before the application date in Regulation .06 of this chapter, implementation and enforcement procedures that include:

(a) Review and acceptance of appropriate plans;

- (b) Issuance of building permits;
- (c) Inspection of the work authorized by the building permits; and
- (d) Issuance of use and occupancy certificates.

(2) Chapter 1. Delete Exception in the Section 101.2 Scope and replace with the following:

(a) Exception: 1. Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the International Residential Code;

(b) Exception: 2. Existing buildings undergoing repair, alterations or additions, and change of occupancy shall comply with the Maryland Building Rehabilitation Code set forth in COMAR 09.12.58; and

(c) Exception: 3. Maintenance of residential structures and premises shall comply with the Minimum Livability Code COMAR 09.12.54.

(3) Chapter 1. Delete the Section 101.2.1 Appendices and replace with the following:

101.2.1 Appendices: All the provisions in the Appendices are adopted as part of the IBC except those in Appendices A, B, D, E, and K.

(4) Chapter 9. Add note to Section 901.1 Scope Fire protection system requirements of Chapter 9 may be concurrently covered in the State Fire Prevention Code, Public Safety Article, §§6-101—6-202, Annotated Code of Maryland, and COMAR 29.06.01. The State Fire Prevention Code is enforced by the State Fire Marshal or authorized fire official.

(5) Add note to Section 1001.1 General: Means of egress requirements of Chapter 10 may be concurrently covered in the State Fire Prevention Code, Public Safety Article, §§6-101—6-602, Annotated Code of Maryland, and COMAR 29.06.01. The State Fire Prevention Code is enforced by the State Fire Marshal or authorized fire official.

(6) Chapter 11. Chapter 11 of the IBC related to accessibility requirements is hereby replaced with the Maryland Accessibility Code set forth in COMAR 09.12.53. A local jurisdiction may adopt and enforce the requirements of Chapter 11 of the IBC to the extent the requirements meet or exceed the requirements set forth in COMAR 09.12.53.

(7) Chapter 24. The requirements for safety glazing set forth in Public Safety Article, Title 12, Subtitle 4, Annotated Code of Maryland, are in addition to Chapter 24, Section



2406 of the IBC related to safety glazing. In the event of a conflict between Chapter 24 of the IBC and the Annotated Code of Maryland, the requirements of the Annotated Code of Maryland prevail.

(8) Chapter 27. ELECTRICAL. Add note to Section 2701.1 Scope: The subject matter of this chapter is not within the scope of the Maryland Building Performance Standards. For the applicable electrical requirements, refer to the local electrical code and the National Electrical Code as adopted and enforced by the State Fire Marshal, authorized fire officials, or building officials pursuant to the provisions of Public Safety Article, Title 12, Subtitle 6, Annotated Code of Maryland.

(9) Chapter 28. MECHANICAL SYSTEMS. Add note to Section 2801.1 Scope: The subject matter of this chapter is not within the scope of the Maryland Building Performance Standards. For the applicable requirements concerning the mechanical systems, refer to the local mechanical code and the mechanical code adopted pursuant to the provision of Business Regulation Article, §9A-205, Annotated Code of Maryland.

(10) Chapter 29. PLUMBING SYSTEMS. Add note to Section 2901.1 Scope: The subject matter of this chapter is not within the scope of the Maryland Building Performance Standards. For the applicable requirements concerning the plumbing systems, refer to the local plumbing code and the plumbing code adopted pursuant to the provisions of Business Occupations and Professions Article, Title 12, Annotated Code of Maryland.

(11) Chapter 30. The provisions of Chapter 30 of the IBC relate to elevators and conveying systems and are in addition to and not instead of the requirements set forth in Public Safety Article, Title 12, Subtitle 8, Annotated Code of Maryland. In the event of a conflict between the IBC and the Annotated Code of Maryland, the provisions of the Annotated Code of Maryland prevail.

(12) Chapter 34. Any rehabilitation work undertaken in an existing building as defined in COMAR 9.12.58 shall comply with the requirements of Maryland Building Rehabilitation Code set forth in COMAR 09.12.58.

C. Modifications to the International Residential Code for One- and Two-Family Dwellings:

(1) Chapter 1. Delete the Section 102.5 Appendices and replace with the following:

102.5 Appendices: All the provisions in the Appendices are adopted as part of the IRC except those in Appendices E, J, and L.

(2) ENERGY. Chapter 11. ENERGY EFFICIENCY.

(a) Add to Section N1102.4.1.2 (R402.4.1.2): Except as provided for in the:

(i) Simulated Performance Path listed in Section N1105 (R405); and

(ii) Energy Rating Index Compliance Alternative in Section N1106 (R406);

(b) Modify Table N1105.5.2(1) (R405.5.2(1)) for Air Exchange Rate line item under the proposed design add "not to exceed 5 air changes per hour with baseline of 3 air changes per hour in climate zones 4 and 5 maintained for Standard Reference Design" after "The measured air exchange rate"; and

(c) Add exception to Section N1106.2 (R406.2): The maximum of 5 air changes per hour tested in accordance with Section R402.4.1.2 may be used to determine the Energy Rating index score with baseline of 3 air changes per hour in climate zones 4 and 5 maintained for ERI Reference Design.

(3) MECHANICAL. Chapter 12. MECHANICAL ADMINISTRATION. Add note to Section M1201.1 Scope: The subject matter of chapters 12 through 24 is not within the scope of the Maryland Building Performance Standards. For the applicable requirements concerning the mechanical systems, refer to the local mechanical code and the mechanical code adopted pursuant to the provisions of Business Regulation Article, §9A-205, Annotated Code of Maryland.

(4) PLUMBING. Chapter 25. PLUMBING ADMINISTRATION. Add note to Section P2501.1 Scope: The subject matter of chapters 25 through 33 is not within the scope of the Maryland Building Performance Standards. For the applicable requirements concerning the plumbing systems, refer to the local plumbing code and the plumbing code adopted pursuant to the provisions of Business Occupations and Professions Article, Title 12, Annotated Code of Maryland.

(5) ELECTRICAL. Chapter 34. GENERAL REQUIREMENTS. Add note to Section E3401.1 Applicability: The subject matter of chapters 34 through 43 is not within the scope of the Maryland Building Performance Standards. For the applicable electrical requirements, refer to the local electrical code and the National Electrical Code as adopted and enforced by the State Fire Marshal, authorized fire officials, or building officials pursuant to the provisions of Public Safety Article, Title 12, Subtitle 6, Annotated Code of Maryland.

#### D. Modifications to the International Energy Conservation Code.

(1) Add a note to Section C101, Scope and General Requirements: Additional requirements concerning energy conservation for buildings and structures may be required by the Energy Conservation Building Standards, Public Utility Companies Article, §§7-401—7-408, Annotated Code of Maryland, as amended.

(2) Add a note to Section C405.2.4 Specific Application Controls: For the new construction of hotels:

(a) Each hotel guest room shall be equipped with a master control device that automatically turns off the power to all of the lighting fixtures in the guest room no more than 30 minutes after the room has been vacated; and

(b) A master control device may also control the heating, ventilation, or air conditioning default settings in hotel guest rooms 30 minutes after a room has been vacated by:

(i) Increasing the set temperature by at least 3 degrees Fahrenheit when in the air conditioning mode; or

(ii) Decreasing the set temperature by at least 3 degrees Fahrenheit when in the heating mode.

(3) Add to Section R402.4.1.2: Except as provided for in the:

(a) Simulated Performance Path listed in Section R405;

(b) Energy Rating Index Compliance Alternative in Section R406;

(4) Modify Table R405.5.2(1) for Air Exchange Rate line item under the proposed design add "not to exceed 5 air changes per hour with baseline of 3 air changes per hour in climate zones 4 and 5 maintained for Standard Reference Design" after "The measured air exchange rate"; and

(5) Add exception to Section R406.2: The maximum of 5 air changes per hour tested in accordance with Section R402.4.1.2 may be used to determine the Energy Rating index score with baseline of 3 air changes per hour in climate zones 4 and 5 maintained for ERI Reference Design.

E. The Department encourages:

(1) Home builders to construct new high performance homes; and

(2) Local jurisdictions to amend these standards to allow builders to construct high performance homes.

## **.05 Maryland Building Performance Standards.**

A. The IBC, IRC, and IECC, as modified in Regulation .04 of this chapter, shall constitute the Maryland Building Performance Standards.

B. Local Amendments.

(1) Each local jurisdiction:

(a) May by local amendment modify the provisions of the Standards to address conditions peculiar to the local jurisdiction's community;

(b) May adopt and amend the IGCC to be part of the Standards applicable in the local jurisdiction.

(c) May not adopt any amendments that weaken the requirements of the IECC or Chapter 13 of the IBC;

(d) Except as set forth in Public Safety Article, §12-504(a)(1)(iii), Annotated Code of Maryland, may not adopt any amendments that weaken the automatic fire sprinkler systems provisions for townhouses and one- and two-family dwellings contained in the Standards; and

(e) May not adopt amendments that weaken the wind design and wind-borne debris provisions contained in the Standards.

(2) If a local jurisdiction adopts a local amendment, the Standards as amended by the local jurisdiction shall apply in that local jurisdiction.

(3) If a local amendment conflicts with the provisions of the Standards, the provisions of the local amendment shall prevail in the local jurisdiction.

(4) Local amendments shall be submitted to the Department:

(a) At least 15 days before the effective date of the amendment; or

(b) In the case of an emergency adoption of a local amendment, within 5 days after the local amendment's adoption.

#### **.06 Application of the Standards.**

A. Except as provided in §§B and C of this regulation, the Standards shall apply to all buildings and structures within the State for which a building permit application is received by a local jurisdiction.

B. A local jurisdiction shall implement and enforce the Standards and any local amendments within 12 months of the effective date of any amendments by the Department to this chapter.

C. The provisions of Public Safety Article, §12-508, Annotated Code of Maryland, modify and determine the applicability of the Standards to agritourism.

#### **.07 Utilization of Standards.**

A. Central Data Base.

(1) The Department shall establish an automated central data base which shall contain or provide a link to access the following information:

(a) The Standards;

(b) Local amendments;

(c) State Fire Prevention Code and amendments to the State Fire Prevention Code promulgated by the State Fire Prevention Commission, or the State Fire Prevention Commission's successor;

(d) The fire codes adopted by the local jurisdictions and any amendments to them;

(e) The electrical code required under Public Safety Article, §12-603, Annotated Code of Maryland;

(f) Local amendments to the electrical code required under Public Safety Article, §12-603, Annotated Code of Maryland;

(g) Local code provisions that are more restrictive than the IECC as modified in Regulation .04 of this chapter and the energy code defined under Public Utilities Article, §7-401, Annotated Code of Maryland;

(h) The Maryland Building Rehabilitation Code; and

(i) Local amendments to the Maryland Building Rehabilitation Code.

(2) The Department may compile and include in the central data base:

(a) Any information provided by the local jurisdiction on the implementation and interpretation of the Standards by the local jurisdiction;

(b) Interim amendments to the IBC and IRC, including subsequent printing of the most recent edition; and

(c) Any other information the Department determines is relevant to the construction or rehabilitation of buildings and structures in the State.

(3) Software.

(a) The Department shall be responsible for the development and distribution among the local jurisdictions of software related to the operation of the central data base.

(b) Any software developed by or on behalf of the Department shall be owned by the Department, or the developer of the software.

(c) Neither the local jurisdiction nor any other user acquires any proprietary right in any of the ICC copyrighted material or ICC trademark contained in the software.

#### **B. Voluntary Dispute Resolution.**

(1) Upon the written request of a local jurisdiction and any person aggrieved by the Standards or any local amendments to them, the Codes Administration shall conduct an informal mediation or conciliation with the local jurisdiction and any person aggrieved by the Standards or any local amendments to them.

(2) The aggrieved person and the local jurisdiction shall each submit to the Codes Administration a written statement of the dispute and include any related material either party feels is appropriate. In addition to the written statement, either party may request a meeting with the other party and the Codes Administration to discuss the dispute.

(3) Within the latter to occur of 30 days of receipt of both statements of the disputed and any related material, or 30 days after a meeting conducted in accordance with §B(2) of this regulation, the Director of the Codes Administration shall issue a decision on behalf of the Department regarding resolution of the dispute.

(4) Within 15 days of the date of the decision of the Director of the Codes Administration, either party may appeal to the Secretary of the Department or the Secretary's designee, in writing. The Secretary of the Department or the Secretary's designee shall respond to the appeal within 15 days of receipt of the appeal.

(5) Neither a decision by the Codes Administration nor the Department under §B(3) or (4) of this regulation shall constitute a contested case proceeding under the Maryland Administrative Procedure Act and is not subject to the provisions of COMAR 09.01.02.

#### **.08 Enforcement of the Standards.**

Enforcement of the Standards shall be the responsibility of the local jurisdiction in which the building or structure is located.

#### **.09 Enforcement of State Fire Code Requirements.**

There is a State Fire Code, Public Safety Article 38A, §§6-101—6-602, Annotated Code of Maryland, and COMAR 29.06.01, which requires enforcement of the Fire Code by the State Fire Marshal or authorized fire official.

### **Administrative History**

#### **Effective date:**

Regulations .01—.09 adopted as an emergency provision effective January 13, 1995 (22:3 Md. R. 148); adopted permanently effective June 5, 1995 (22:11 Md. R. 818)



Regulation .02 amended effective October 15, 2001 (28:5 Md. R. 548); September 20, 2004 (31:6 Md. R. 507); January 1, 2010 (36:22 Md. R. 1722)

Regulation .03B amended effective April 7, 1997 (24:7 Md. R. 552); October 15, 2001 (28:5 Md. R. 548); September 20, 2004 (31:6 Md. R. 507); July 16, 2007 (34:14 Md. R. 1245); January 1, 2012 (38:24 Md. R. 1500)

Regulation .04 amended effective October 15, 2001 (28:5 Md. R. 548); September 20, 2004 (31:6 Md. R. 507); July 1, 2007 (34:7 Md. R. 696); January 1, 2010 (36:22 Md. R. 1722); January 1, 2012 (38:24 Md. R. 1500); October 29, 2012 (39:21 Md. R. 1377); January 1, 2015 (41:25 Md. R. 1476)

Regulation .04A, B amended and C adopted effective April 7, 1997 (24:7 Md. R. 552)

Regulation .04A, D amended effective October 29, 2012 (39:21 Md. R. 1377)

Regulation .05 amended effective March 15, 2001 (28:5 Md. R. 548); September 20, 2004 (31:6 Md. R. 507); January 1, 2010 (36:22 Md. R. 1722)

Regulation .05B amended effective October 29, 2012 (39:21 Md. R. 1377); January 1, 2015 (41:25 Md. R. 1476)

Regulation .05C adopted effective October 29, 2012 (39:21 Md. R. 1377)

Regulation .05C repealed effective January 1, 2015 (41:25 Md. R. 1476)

Regulation .06 amended effective April 7, 1997 (24:7 Md. R. 552); October 15, 2001 (28:5 Md. R. 548); September 20, 2004 (31:6 Md. R. 507); July 16, 2007 (34:14 Md. R. 1245)

Regulation .06B amended effective January 1, 2010 (36:22 Md. R. 1722)

Regulation .07 amended effective April 7, 1997 (24:7 Md. R. 552); October 15, 2001 (28:5 Md. R. 548); September 20, 2004 (31:6 Md. R. 507)

Regulation .07A amended effective January 1, 2010 (36:22 Md. R. 1722)

Regulation .09 amended effective April 7, 1997 (24:7 Md. R. 552)

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Chapter recodified from COMAR 05.02.07 to COMAR 09.12.51 effective March 25, 2019 (46:6 Md. R. 345)

Regulation .03B amended effective March 25, 2019 (46:6 Md. R. 345)

Regulation .04 amended effective March 25, 2019 (46:6 Md. R. 345)

Regulation .06B, C amended effective March 25, 2019 (46:6 Md. R. 345)

Regulation .07B amended effective March 25, 2019 (46:6 Md. R. 345)

# 2018 IRC Update

*Based on the 2018 International Residential Code,® (IRC®)*



The *International Residential Code*® (IRC®) establishes minimum regulations for residential construction. This handout will identify important changes in the IRC from 2015 to 2018 edition. Participants will be presented with those changes that will most impact their use of the code when they adopt these I-Codes. The learner will receive an overview of the most important code changes.

## Goal

Participants will be able to use this document to identify changes between the 2015 and 2018 IRC allowing them to apply these code requirements to design, plan submittals and/or inspection.

The lecture and activity format allows participants to discuss the changes, reasons for the changes, and answer knowledge review questions. Information presented will allow participants to apply these new code requirements to design, plan review, and/or inspection.

## Objectives

Upon completion, participants will be better able to:

- Identify the most significant differences between the 2015 and the 2018 IRC.
- Explain the differences between the current and previous edition.
- Identify changes in organization and code requirements.
- Identify the applicability of design, plan review and inspection requirements.

## Content

Chapters of the IRC included in this handout:

- |  |   |   |
|--|---|---|
| • Chapter 1, Scope and Administration  | • Chapter N11, Energy Efficiency                      | • Chapter P30, Sanitary Drainage                      |
| • Chapter 3, Building Planning         | • Chapter M13, General Mechanical System Requirements | • Chapter P31, Vents                                  |
| • Chapter 4, Foundations               | • Chapter M16, Duct Systems                           | • Chapter E37, Branch Circuit and Feeder Requirements |
| • Chapter 5, Floors                    | • Chapter M21, Hydronic Piping                        | • Chapter E39, Power and Lighting Distribution        |
| • Chapter 6, Wall Construction         | • Chapter G24, Fuel Gas                               | • Chapter E41, Appliance Installation                 |
| • Chapter 7, Wall Covering             | • Chapter P 25, Plumbing Administration               | • Appendix Q, Tiny Homes                              |
| • Chapter 8, Roof-ceiling Construction | • Chapter P27, Plumbing Fixtures                      |   |
| • Chapter 9, Roof Assemblies           | • Chapter P28, Water Heaters                          |   |
| • Chapter 10, Chimneys and Fireplaces  | • Chapter P29, Water Supply and Distribution          |   |

Chapter 1: Scope and Administration			
Code Section		Section Title	Description of Change
2018	2015		
Modification R101.2	R101.2	<b>Scope</b>	All instances where the International Building Code (IBC) permits construction under the IRC are now listed in the exception to the scope of the IRC.
Clarification R105.1, R110.1, R202	R105.1, R110.1, R202	<b>Change of Occupancy</b>	A definition for “Change of Occupancy” has been added and the requirement for a certificate of occupancy when there is a change of occupancy or use has been clarified.

Chapter 3: Building Planning			
Code Section		Section Title	Description of Change
2018	2015		
Modification Table R301.2(1)	Table R301.2(1)	<b>Climatic and Geographic Design Criteria</b>	The requirement for a Manual J assessment or engineered equivalent has been in the International Residential Code for several editions. To assist the designer, jurisdictions will now include variables for Manual J assessments with other climatic and geographic design criteria available from the building department.
Modification R301.2.2.1	R301.2.2.1	<b>Seismic Design Category</b>	New seismic design category (SDC) maps are included in the 2018 IRC. One map contains the most conservative ‘good quality’ soil type, assuming Site Class C or D, and may increase the local SDC. The second map is allowed if the site is identified as being Site Class A, B or D by geotechnical report or known local soil conditions; this map may lower the design spectral response acceleration, $S_{DS}$ , potentially lowering the seismic design category.
Modification R302.1	R302.1	<b>Exterior Walls</b>	References to the International Building Code (IBC) offer additional options and provide flexibility in determining the fire resistance rating of exterior wall assemblies. Table footnotes have been revised to clarify the correlation between gable end vents and the fire resistance requirements for projections.
Modification R302.2	R302.2	<b>Townhouse Separation</b>	Two paths for achieving the fire-resistant separation between townhouse dwelling units – two 1-hour walls or a common wall – are spelled out in the townhouse provisions.
Modification R302.13	R302.13	<b>Fire Protection of Floors above Crawl Spaces</b>	Fire-resistant membrane protection is now required for the applicable floor framing materials above crawl spaces containing fuel-fired or electric-powered heating appliances.

Chapter 3: Building Planning, Continued			
Code Section		Section Title	Description of Change
2018	2015		
Modification R308.4.2	R308.4.2	<b>Glazing Adjacent to Doors</b>	Glazing within 24 inches of the hinge side of an in-swinging door now requires safety glazing where the glazing is at an angle less than 180 degrees from the plane of the door.
Modification R308.4.4	R308.4.4	<b>Glazing in Guards and Railings</b>	Unless laminated glass is used, structural glass baluster panels in guards now require an attached top rail or handrail.
Clarification R308.4.7	R308.4.7	<b>Glazing Adjacent to the Bottom Stair Landing</b>	Figure R308.4.7 has been replaced with a new figure and the caption modified to more accurately reflect when safety glazing is required near the bottom landing.
Modification R310.1	R310.1	<b>Emergency Escape and Rescue Openings</b>	Emergency escape and rescue openings are no longer required for bedrooms in basements when the dwelling unit is protected with an automatic fire sprinkler system and other conditions are met.
Modification R310.3	R310.3	<b>Area Wells for Emergency Escape and Rescue Doors</b>	For emergency escape and rescue doors in basements, a change in terminology replaces "bulkhead enclosures" with "area wells" and provisions for ladders and steps for area wells are added.
Modification R311.7.1, R311.7.8	R311.7.1, R311.7.8	<b>Handrail Projection</b>	A new exception to the handrail projection limitation provides for adequate clearance behind the handrail when it passes the projection of a floor, landing or tread return.
Modification R311.7.3	R311.7.3	<b>Maximum Stair Rise between Landings</b>	The maximum rise of a flight of stairs has increased by 4 inches, from 147 to 151 inches.
Modification R311.7.11, R311.7.12	R311.7.11, R311.7.12	<b>Alternating Tread Devices and Ships Ladders</b>	Alternating tread devices and ships ladders are now permitted as a means of egress for lofts with an area that does not exceed 200 square feet.
Clarification R312.1	R312.1	<b>Guards</b>	The guard requirements only apply to the specific portion of a walking surface that exceeds 30 inches above grade.
Modification R314	R314	<b>Smoke Alarms</b>	The exemption for interconnection of alarms during alterations based on feasibility has been removed from the code.
Modification R315	R315	<b>Carbon Monoxide Alarms</b>	Interconnection is now required where multiple carbon monoxide alarms are required in a dwelling unit.

Chapter 3: Building Planning, Continued			
Code Section		Section Title	Description of Change
2018	2015		
Modification R322.3	R322.3	<b>Coastal High-Hazard Flood Zones</b>	In coastal high-hazard areas (V Zones) and Coastal A Zones, the IRC now provides specific guidance for the design and construction of concrete slabs, stairs, guards, decks and porches to reduce damage to the dwelling in a flood event.
Addition R324.6		<b>Roof Access for Photovoltaic Solar Energy Systems</b>	Requirements for roof access and pathways for firefighters have been introduced into the IRC provisions for rooftop mounted photovoltaic solar energy systems.
Addition R324.6.2.2		<b>Solar Panels near Emergency Escape and Rescue Openings</b>	Rooftop mounted photovoltaic solar energy panels and modules are not permitted to be installed below emergency escape and rescue openings.
Modification R325.3		<b>Mezzanine Area Limitation</b>	The area limitation for mezzanines has been increased from one-third to one-half of the area of the room containing the mezzanine under certain conditions.
Addition R325.6, R202		<b>Habitable Attics</b>	The definition of habitable attic has been revised and the technical requirements have been placed with mezzanines.

Chapter 4: Foundations			
Code Section		Section Title	Description of Change
2018	2015		
Modification Table R403.3(1)	Table R403.3(1)	<b>Insulation requirements for frost protected footings</b>	Insulation thickness requirements for Type II and IX extruded polystyrene (EPS) have changed. The minimum R-value for specific types of EPS has been clarified while requirements for horizontal insulation were added.
Modification Table R403.4	Table R403.4	<b>Crushed stone footings</b>	Table R403.4 is updated to include both the minimum depth and width of a crushed stone footing for a precast concrete wall.
Modification R408.3	R408.3	<b>Unvented crawl space</b>	Ventilation of the under-floor space is not required when an adequately-sized dehumidifier is provided.



Chapter 5: Floors			
Code Section		Section Title	Description of Change
2018	2015		
Modification R507	R507	<b>Decks</b>	Section R507 is reorganized for ease of use and additional provisions are added to simplify prescriptive construction of a deck.
Modification R507.2	R507.2, R507.3	<b>Deck materials</b>	Section R507.2 adds requirements for fasteners and fastener connections, flashing and alternative materials.
Addition R507.3		<b>Deck footings</b>	A new section on footing minimum size is added to help describe minimum prescriptive (non-engineered) requirements for an exterior deck footing based on snow load, soil quality, and footing shape and size.
Clarification R507.6	R507.5	<b>Deck joists</b>	Maximum joist spacing and total length have been clarified. In Table R507.6, maximum span length is listed followed by maximum cantilever length.
Clarification R507.7- R507.9	R507.2, R507.4	<b>Decking, Vertical and Lateral Support</b>	Decking material options and fastener systems are clarified. Vertical and horizontal support of an exterior deck is updated while support and attachment of ledgers is added to the decking section.

Chapter 6: Wall Construction			
Code Section		Section Title	Description of Change
2018	2015		
Addition Table R602.3(6)		<b>Alternate Stud Height</b>	To help clarify when studs greater than 10 feet long may be used, an exception is added to Section R602.3.1 as well as a reference to new Table R602.3(6) which applies only to 11- and 12-foot tall walls in one- and two-story buildings.
Modification Tables R602.7(1), R602.7(2)	Tables R602.7(1), R602.7(2)	<b>Girder and Header Spans</b>	Girder and header spans are updated assuming No. 2 Southern Pine rather than No. 1 Southern Pine as used in the 2015 IRC. A footnote is added to clarify that headers and girders are assumed to be braced; for headers with pony walls above, a further reduction in span is taken for 2x8 and larger headers.
Modification Table R602.7.5	Table R602.7.5	<b>Support for headers</b>	The 2015 IRC full height stud table is significantly altered. The table increases the number of king studs in higher wind regions and requires only one or two king studs at each end of a header in regions with 115 mph wind speeds.
Modification Table R602.10.3 (4)	Table R602.10.3 (4)	<b>Seismic Adjustment Factors</b>	Attempts to clarify roof and ceiling dead loads in the top story of a multi-story dwelling and use of the BV-WSP bracing method have been added. Table R602.10.3(4) now allows use of Methods WSP and CS-WSP with brick veneer in the second story of a dwelling.

Chapter 6: Wall Construction, Continued			
Code Section		Section Title	Description of Change
2018	2015		
Modification R602.10.4.1	R602.10.4.1	<b>Mixing bracing methods</b>	Mixing of continuous sheathing methods with an intermittent alternate bracing method is clarified. Braced wall line(s) containing an alternate method must have sufficient bracing length for an intermittent method, not just for the continuous sheathing method when the alternate method is Method PFH, PFG or ABW.
Modification R602.10.6.5	R602.10.6.5	<b>Method BV-WSP</b>	An attempt to clarify use of the BV-WSP method is made. New limits are added to Section R602.10.6.5.
Modification Tables R603.3.1, R603.3.1.1 (2)	Tables R603.3.1, R603.3.1.1 (2)	<b>Cold-Formed Steel Wall Construction</b>	Cold-formed steel connection tables are updated for wind speeds less than 140 miles per hour. Values in the IRC tables now match AISI S230, Standard for Cold-Formed Steel Framing - Prescriptive Method for One- and Two-Family Dwellings.

Chapter 7: Wall Covering			
Code Section		Section Title	Description of Change
2018	2015		
Modification R703.2	R703.2	<b>Water-resistive barrier</b>	Water-resistive barrier materials other than No. 15 asphalt felt must be installed following the manufacturer's installation instructions. The exemption for detached accessory buildings is deleted.
Modification R703.3.1	R703.3.1, R703.11.1.4	<b>Soffit installation</b>	Requirements for wood structural panel soffits are added to Section R703.3.1 and vinyl soffit requirements are clarified.
Modification R703.8.4	R703.8.4	<b>Veneer anchorage through insulation</b>	Masonry veneer is explicitly allowed to attach to through insulation into the underlying wood structural panels. Attachment must follow Table R703.8.4(2).
Modification R703.11.2	R703.11.2	<b>Vinyl siding installation over foam plastic sheathing</b>	Testing has been done on vinyl siding over insulation in an attempt to determine fastener requirements for vinyl siding attachment in high wind regions. New Table R703.11.2 gives design wind pressures for vinyl siding resisting all wind loads without reliance on wood structural panel sheathing.

Chapter 8: Roof-Ceiling Construction			
Code Section		Section Title	Description of Change
2018	2015		
Modification R802	R802	<b>Roof Framing</b>	Section R802, Design and construction of roofs, has been clarified by dividing the content into three separate sections on roof ridges, rafters and ceiling joists.
Modification R802.1.5.4	R802.1.5.4	<b>Labeling</b>	Each stick of fire-retardant-treated lumber and individual wood structural panel will be labeled with eight specific items of information
Modification R806.2	R806.2	<b>Minimum vent area</b>	The minimum vent area exception is clarified, stating that net free ventilation may be less than 1/150 only if two required conditions are met. Lower vents must be located in the bottom third of the attic space.

Chapter 9: Roof Assemblies			
Code Section		Section Title	Description of Change
2018	2015		
Addition R905.17		<b>Building Integrated Photovoltaic Panels</b>	New Section R905.17 addresses installation and attachment of building-integrated photovoltaic (BIPV) roof panels.

Chapter 10: Chimneys and Fireplaces			
Code Section		Section Title	Description of Change
2018	2015		
Addition R1005.8		<b>Chimney insulation shield</b>	Factory-built chimneys, which have been required to maintain a minimum clearance to insulation, are now required to have an insulation shield to provide the clearance to the insulation.

Chapter 11: Energy Efficiency			
Code Section		Section Title	Description of Change
2018	2015		
Clarification N1101.6, Tables N1101.10.3 (1) and N1101.10.3 (2)	N1101.6, Tables N1101.10.3 (1) and N1101.10.3 (2)	<b>Fenestration Definitions and U-Factors</b>	The definitions for skylights and vertical fenestration have been moved under the definition for fenestration, and a definition for opaque door has been added.

Chapter 11: Energy Efficiency, Continued			
Code Section		Section Title	Description of Change
2018	2015		
Modification N1102.1	N1102.1	<b>Building Thermal Envelope for Log Homes</b>	Log homes are now exempt from the prescriptive building thermal envelope requirements when designed in accordance with ICC-400, <i>Standard on the Design and Construction of Log Structures</i> .
Modification N1102.1.2 and N1102.1.4	N1102.1.2 and N1102.1.4	<b>Insulation and Fenestration Requirements</b>	The prescriptive U-factors for fenestration have been lowered to improve the energy efficiency of dwellings and townhouses.
Modification N1102.2.2	N1102.2.2	<b>Reduction of Ceiling Insulation</b>	When applying the exception for insulation in ceilings without attics, the insulation must extend to the outside of the top plate.
Clarification N1102.2.5	N1102.2.5	<b>Mass Walls</b>	The mass wall provisions have been itemized in a numbered list to bring accuracy and clarity to the technical requirements.
Modification N1102.2.6	N1102.2.6	<b>Cold-Formed Steel Framing R-Values</b>	Conflicting entries have been removed from the table establishing cold-formed steel R-values equivalent to those for wood framing.
Modification N1102.4	N1102.4	<b>Testing for Air Leakage</b>	A new standard for air-leakage testing, RESNET/ICC 380, is now referenced in the IRC to provide flexibility for the testing industry.
Addition N1103.3.6 and N1103.3.7		<b>Ducts Buried within Ceiling Insulation</b>	New provisions address the methods, minimum coverage requirements and thermal benefits for ducts buried within ceiling insulation, and when those ducts are considered inside the building thermal envelope.
Modification N1104.1	N1104.1	<b>Lighting</b>	The required percentage of permanent lighting fixtures having high-efficacy lamps has increased from 75 to 90 percent.
Modification N1106.3, N1106.4	N1106.3, N1106.4	<b>Maximum Energy Rating Index</b>	The maximum rating index values based on climate zone have increased slightly to make the ERI provisions less restrictive and improve the flexibility of the energy provisions.

Chapter M13: General Mechanical System Requirements			
Code Section		Section Title	Description of Change
2018	2015		
Deletion M1305.1.1	M1305.1.1	<b>Access to Furnaces within Compartments</b>	The appliance access requirements for furnaces in compartments have been removed from the code in favor of other code provisions and the manufacturer's instructions.
Modification M1305.1.3.2	M1305.1.4.2	<b>Appliances Installed in Pits</b>	The requirements for appliance installation in pits has been expanded to provide more detail and to be similar to language found in other ICC codes. The minimum bottom clearance has been reduced from 6 inches to 3 inches.

Chapter 15: Exhaust Systems			
Code Section		Section Title	Description of Change
2018	2015		
Modification M1502.3.1	M1502.3.1	<b>Dryer Exhaust Duct Termination</b>	A minimum area of 12.5 square inches has been established for the terminal outlet of dryer duct exhaust.
Modification M1502.4.2	M1502.4.2	<b>Concealed Dryer Exhaust Ducts</b>	Wall and ceiling cavities enclosing dryer exhaust duct must provide sufficient space that the 4-inch duct is not squeezed out of its round shape.
Modification M1503.6	M1503.6	<b>Makeup Air for Kitchen Exhaust Systems</b>	Makeup air for domestic cooking exhaust systems is no longer required if all fuel-burning appliances in the dwelling unit have a direct vent or mechanical draft vent system.

Chapter M16: Duct Systems			
Code Section		Section Title	Description of Change
2018	2015		
Modification M1601.1.2	M1601.1.2	<b>Underground Duct Systems</b>	Underground ducts, including both direct-burial ducts and those encased in concrete, require sealing and testing.

Chapter M21: Hydronic Piping			
Code Section		Section Title	Description of Change
2018	2015		
Modification M2101.10	M2101.10	<b>Pressure Tests for Hydronic Piping</b>	Compressed air testing of PEX hydronic piping is now allowed when testing is in accordance with the manufacturer's instructions.
Modification M2103.2	M2103.2	<b>Thermal Barrier for Radiant Floor Heating Systems</b>	For hydronic floor heating systems, the minimum insulation R-values have been removed from Section M2103.2 and a reference to the energy provisions of Chapter 11 has been added.

Chapter G24: Fuel Gas			
Code Section		Section Title	Description of Change
2018	2015		
Modification G2406.2	G2406.2	<b>Prohibited Locations for Appliances</b>	A gas-fired clothes dryer is now allowed to be installed in a bathroom and toilet room where a permanent opening communicates with other permitted spaces.
Modification G2411.2, G2411.3	G2411.2, G2411.3	<b>Electrical Bonding of CSST</b>	The existing provisions for electrical bonding apply to CSST without an arc-resistant jacket or coating and a new section addresses electrical continuity and bonding of arc-resistant CSST.
Modification G2414.4.2, G2414.10.1	G2414.4.2, G2414.10.1	<b>Schedule 10 Steel Gas Piping</b>	The code now allows Schedule 10 steel pipe to be used for fuel gas piping.
Modification G2415.11	G2415.11	<b>Protection against Corrosion</b>	Reorganization of this section includes new provisions to address corrosion protection of underground steel gas piping and protection for steel risers other than anodeless risers.
Clarification G2420.5.1	G2420.5.1	<b>Shutoff Valve Location</b>	Shutoff valves located behind movable appliances are considered as meeting the requirement for access.
Addition G2420.6		<b>Support for Shutoff Valves in Tubing Systems</b>	Shutoff valves in gas tubing systems require rigid support separate from the tubing to prevent damage at the valve connection.
Deletion G2442.2	G2442.2	<b>Forced Air Furnace Duct Size</b>	The prescriptive duct size requirements for forced air furnaces have been deleted in favor of other sizing methods specific to the appliance.
Modification G2447.2	G2447.2	<b>Commercial Cooking Appliances</b>	Commercial cooking appliances are now permitted in dwelling units when installed in accordance with an engineered design and the manufacturer's instructions.



Chapter P25: Plumbing Administration			
Code Section		Section Title	Description of Change
2018	2015		
Modification P2503.7	P2503.7	<b>Air Testing of PEX Piping</b>	Compressed air testing of PEX water supply piping is now allowed when testing is in accordance with the manufacturer's instructions.

Chapter P26: General Plumbing Requirements			
Code Section		Section Title	Description of Change
2018	2015		
Modification P2602.1	P2602.1	<b>Connections to Public Sewer or Private Sewage Disposal System</b>	The International Private Sewage Disposal Code (IPSDC) is referenced for installation of private sewage disposal systems where there are no state or local requirements for such systems.

Chapter P27: Plumbing Fixtures			
Code Section		Section Title	Description of Change
2018	2015		
Modification P2704	P2704	<b>Slip Joint Connections</b>	Slip joint connections are permitted anywhere between the fixture outlet and the drainage piping, and are no longer limited to the trap inlet, outlet and trap seal locations.
Modification P2713.1	P2713.1	<b>Bathtub Overflow</b>	Bathtub overflow outlets are no longer required.

Chapter P28: Water Heaters			
Code Section		Section Title	Description of Change
2018	2015		
Modification P2801.6	P2801.6	<b>Plastic Pan for Gas-Fired Water Heaters</b>	Plastic safety pans are now allowed under gas water heaters provided the material falls within the prescribed flame spread and smoke developed indices.

Chapter P29: Water Supply and Distribution			
Code Section		Section Title	Description of Change
2018	2015		
Modification P2902.5.4, P2904.	P2902.5.4, P2904.	<b>Backflow Protection for Fire Sprinkler Systems</b>	Sections P2902.5.4 and P2904.1 are revised and coordinated to clarify that stand-alone and multipurpose fire sprinkler systems complying with Section P2904 or NFPA 13D do not require backflow protection under most circumstances.
Modification P2903.5	P2903.5	<b>Water Hammer Arrestors</b>	A water hammer arrestor is now required where quick-closing valves are used in the water distribution system.
Addition P2906.6.1	P2906.6.1	<b>Saddle Tap Fittings on Water Distribution Piping</b>	Saddle tap fittings are no longer permitted on water distribution system piping.
Modification P2906.18.2	P2906.18.2	<b>Joints between PVC and CPVC Piping</b>	A single solvent-cement transition joint is now an acceptable method for connecting a CPVC water distribution system to a PVC water service pipe.

Chapter P30: Sanitary Drainage			
Code Section		Section Title	Description of Change
2018	2015		
Modification P3003.2	P3003.2	<b>Prohibited Joints for Sanitary Drainage</b>	A solvent cement joint is now permitted for joining ABS and PVC piping at the connection of the building drain to the building sewer.
Modification P3005.1.6	P3005.1.6	<b>Reduction in Pipe Size</b>	Water closet flanges, offset bend fittings and offset flanges are now specifically listed as exceptions to the provision that drainage piping must not be reduced in size in the direction of flow.

Chapter P31: Vents			
Code Section		Section Title	Description of Change
2018	2015		
Modification P3103.1	P3103.1	<b>Vent Pipe Terminations</b>	The provisions for vent terminals have been reorganized and a new option has been added to allow a 2-inch vent extension through a sloped roof when the vent is covered.
Modification P3111	P3111	<b>Combination Waste and Vent System</b>	Food waste disposers and drinking fountains are now permitted to connect to a combination waste and vent system.
Modification P3114.8	P3114.8	<b>Prohibited Installations for Air Admittance Valves</b>	An air admittance valve cannot be used to resolve the problem of an open vent terminal that is too close to a building air intake.

Chapter E37: Branch Circuit and Feeder Requirements			
Code Section		Section Title	Description of Change
2018	2015		
Addition E3703.5		<b>Garage Branch Circuits</b>	A separate 20-ampere branch circuit is now required to serve receptacle outlets of attached garages and detached garages with electric power.

Chapter E39: Power and Light Distribution			
Code Section		Section Title	Description of Change
2018	2015		
Modification E3901.2	E3901.2	<b>Wall Space for Receptacle Distribution</b>	Cabinets with countertops are now considered wall space in determining required locations for general purpose receptacle outlets.
Modification E3901.3	E3901.3	<b>Appliances on 15 Amp Circuits</b>	An individual 15-ampere branch circuit is permitted to serve any specific kitchen appliance.
Addition E3902.4		<b>GFCI Protection for Crawl Space Lighting Outlets</b>	Ground-fault circuit-interrupter (GFCI) protection is now required for lighting outlets of crawl spaces.
Addition E3905.2.1		<b>Nonmetallic-Sheathed Cable and Metal Boxes</b>	Where entering a metal box, nonmetallic-sheathed cable must extend into the box at least 1/4 inch and extend past the cable clamp.

Chapter E41: Appliance Installation			
Code Section		Section Title	Description of Change
2018	2015		
Modification E4101.3	E4101.3	<b>Cord- and-Plug-Connected Appliances</b>	The maximum cord lengths for range hoods and built-in dishwashers have increased and the code clarifies that the receptacle outlet for the dishwasher has to be in the space adjacent to the appliance.

Appendix Q: Tiny Houses			
Code Section		Section Title	Description of Change
2018	2015		
Appendix Q Addition		<b>Tiny Houses</b>	A new Appendix Q covers provisions for tiny houses, defined as dwellings with a maximum floor area of 400 square feet.

# 2018 IBC Update

*Based on the 2018 International Building Code,® (IBC®)*



The *International Building Code*® (IBC®), establishes minimum regulations for building safety.

This handout will identify important changes in the IBC from 2015 to 2018 edition. Participants will be presented with those changes that will most impact their use of the code when they adopt these I-Codes. The learner will receive an overview of the most important code changes.

## Goal

Participants will be able to use this document to identify changes between the 2015 and 2018 IBC allowing them to apply these code requirements to design, plan submittals and/or inspection.

The lecture and activity format allows participants to discuss the changes, reasons for the changes, and answer knowledge review questions. Information presented will allow participants to apply these new code requirements to design, plan review, and/or inspection.

## Objectives

Upon completion, participants will be better able to:

- Identify the most significant differences between the 2015 and the 2018 IBC.
- Understand the intent and purpose of the changes.
- Identify changes in organization and formatting.
- Identify the application to design, plan review and inspection functions.

## Content

Chapters of the IBC included in this handout:

- Chapter 2, Definitions
- Chapter 3, Occupancy Classification and Use
- Chapter 4, Special Detailed Requirements Based on Use and Occupancy
- Chapter 5, General Building Heights and Areas
- Chapter 6, Types of Construction
- Chapter 7, Fire and Smoke Protection Features
- Chapter 8, Interior Finishes
- Chapter 9, Fire Protection and Life Safety Systems
- Chapter 10, Means of Egress
- Chapter 11, Accessibility
- Chapter 12, Interior Environment
- Chapter 13 Energy Efficiency
- Chapter 14, Exterior Walls
- Chapter 15, Roof Assemblies and Rooftop Structures
- Chapter 16, Structural Design
- Chapter 17, Special Inspections and Tests
- Chapter 22, Steel
- Chapter 23, Wood
- Chapter 30, Elevators and Conveying Systems
- Chapter 31, Special Construction
- Appendix N, Replicable Buildings

Chapter 2: Definitions			
Code Section		Section Title	Description of Change
2018	2015		
202	202	<b>Definitions</b>  (Several definitions have been added to this edition of the IBC, as well as deleting and revising existing definitions.)	<p>New definitions include "Greenhouse" and "Repair Garage".</p> <p>The definition for "Sleeping Unit" has been clarified</p> <p><b>GREENHOUSE.</b> A structure or thermally isolated area of a building that maintains a specialized sunlit environment used for, and essential to, the cultivation, protection or maintenance of plants.</p> <p><b>REPAIR GARAGE.</b> A building, structure or portion thereof used for servicing or repairing motor vehicles.</p> <p><b>SLEEPING UNIT.</b> A room or space in which people sleep, which can also include single unit providing rooms or spaces for one or more persons that includes permanent provisions for sleeping, and can include provisions for living, eating, and either sanitation or kitchen facilities but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.</p>

Chapter 3: Occupancy Classification and Use			
Code Section		Section Title	Description of Change
2018	2015		
302.1 Clarification	302.1	<b>Classification of Outdoor Areas</b>	It has been clarified that occupied roofs are to be assigned one or more occupancy classifications in a manner consistent with the classification of uses inside the building, based upon the fire and life safety hazards posed by the rooftop activities.
303.4 Clarification	303.4	<b>Assembly Use of Greenhouses Classification</b>	Where the use of the greenhouse is assembly in nature due to public access for the viewing of plants, classification as a Group A-3 occupancy is appropriate.
309.1 Clarification	309.1	<b>Mercantile Use of Greenhouses Classification</b>	Where a greenhouse is provided with public access for the purpose of the display and sale of plants, a Group M occupancy shall be assigned.
310.3 310.4 Modification	310.4 310.5	<b>Classification of Congregate Living Facilities</b>	Dormitories and similar nontransient uses now are to be considered as Group R-3 occupancies where the occupant load is 16 or less. In addition, transient lodging houses, such as bed-and-breakfast establishments, can only be considered as Group R-3 occupancies where their total occupant load is 10 or less.

Chapter 3: Occupancy Classification and Use, continued			
Code Section		Section Title	Description of Change
2018	2015		
310.4.2 Modification	310.5.2	<b>Owner-Occupied Lodging Houses</b>	The criteria permitting compliance with the IRC for the design and construction of owner-occupied lodging houses has been expanded by now also requiring that the total number of lodging house occupants be limited to 10.
311.1.1 Modification	311.1.1	<b>Classification of Accessory Storage Rooms</b>	Regardless of size, storage rooms and spaces that are accessory to other uses are to be classified as part of the occupancy to which they are accessory.
312.1.1 Clarification	312.1	<b>Classification of Agricultural Greenhouses</b>	Because a Group U occupancy includes those low-hazard structures that do not conform to any other specific occupancy classification, it has been clarified that greenhouses are only to be considered as Group U where they are not more appropriately classified as one of the other occupancies established in the IBC.

Chapter 4: Special Detailed Requirements Based on Use and Occupancy			
Code Section		Section Title	Description of Change
2018	2015		
403.2.1.1 Modification	403.2.1.1	<b>Type of Construction in High-Rise Buildings</b>	The reduction in the minimum required fire-resistance ratings for certain building elements of high-rise buildings is no longer applicable to Group H-2, H-3 and H-5 occupancies due to the high physical hazard level such uses pose.
406.1 Clarification	406	<b>Motor Vehicle-Related Occupancies</b>	Provisions specific to motor-vehicle-related uses have been reformatted in a manner such that those requirements that apply to all such uses have been relocated in a single Section 406.1.
407.5 Modification	407.5	<b>Maximum Smoke Compartment Size</b>	The allowance for larger smoke compartments in hospitals and other Group I-2, Condition 2 occupancies has now been modified to only include compartments containing single-patient sleeping rooms and suites, as well as those compartments without patient sleeping rooms.
407.5.4 Modification		<b>Required Egress from Smoke Compartments</b>	In Group I-2 occupancies, any smoke compartment that does not have an exit from the compartment must now provide direct access to a minimum of two adjacent smoke compartments.
420.7 Modification		<b>Corridor Protection in Assisted Living Units</b>	Shared living spaces, group meeting spaces and multipurpose therapeutic spaces are now permitted to be open to fire-rated corridors in Group I-1 assisted living housing facilities provided specific conditions are met.
420.8 Addition		<b>Group I-1 Cooking Facilities</b>	A room or space containing a cooking facility with domestic cooking appliances is now permitted to be open to a corridor in Group I-1 occupancies provided nine specific conditions are met.
420.10 Addition		<b>Dormitory Cooking Facilities</b>	The installation and use of domestic cooking appliances are now regulated in both common areas and sleeping rooms of Group R-2 college dormitories.



Chapter 4: Special Detailed Requirements Based on Use and Occupancy, continued			
Code Section		Section Title	Description of Change
2018	2015		
427 Addition		<b>Medical Gas Systems</b>	In order to provide a more comprehensive and efficient compilation of construction regulations, those IFC medical gas system requirements related directly to building construction have now been replicated in the IBC.
428 Addition		<b>Higher Education Laboratories</b>	Higher education laboratories using hazardous materials can now be considered Group B occupancies provided such laboratories comply with new Section 428 which provides an alternative approach to the existing control area provisions.

Chapter 5: General Building Heights and Areas			
Code Section		Section Title	Description of Change
2018	2015		
503.1 706.1 Modification	503.1 706.1	<b>Scope of Fire Wall Use</b>	The use of fire walls to create separate buildings is now limited to only the determination of permissible types of construction, based upon allowable building area and height.
503.1.4 Addition		<b>Allowable Height and Area of Occupied Roofs</b>	New criteria is now provided establishing the appropriate methodology in the regulation of building height in stories above grade plane where one or more occupancies is located on the roof.
Table 506.2, Note i Modification	Table 506.2	<b>Allowable Area of Type IIB, IIIB, and VB Greenhouses</b>	The tabular allowable area for nonsprinklered single-story greenhouses classified as Group U occupancies has been substantially increased for Type VB buildings to be consistent with those greenhouses classified as Group B, M, F-2 and E. Small increases also apply to Type IIB and IIIB buildings. The increase raises the allowable area in these three construction types to 9,000 square feet.
510.2 Clarification	510.2	<b>Horizontal Building Separation</b>	Vertical offsets are permitted in the horizontal fire-resistance-rated separation mandated for "podium buildings" provided the minimum required fire-resistance rating is maintained for the offsets and their supporting elements.

Chapter 6: Types of Construction			
Code Section		Section Title	Description of Change
2018	2015		
Table 601, Note b Modification	Table 601, Note b	<b>Fire Protection of Structural Roof Members</b>	All portions of the roof construction, including primary structural frame members such as girders and beams, are now selectively exempted from fire-resistance requirements based on Table 601 where every portion of the roof construction is at least 20 feet above any floor below.
602.3 602.4.1 Clarification	602.3 602.4.1	<b>FRT Wood Sheathing in Exterior Wall Assemblies</b>	It has now been clarified that wood sheathing, as well wood framing, is permitted in exterior walls of Type III and IV buildings where fire-retardant-treated wood is used.

Chapter 7: Fire and Smoke Protection Features			
Code Section		Section Title	Description of Change
2018	2015		
704.2 704.4.1 Modification	704.2 704.4.1	<b>Column Protection in Light-Frame Construction</b>	In walls of light-frame construction where primary structural frame members require fire-resistive protection, columns extending only between the bottom and top plates do not need to be provided with individual encasement protection.
705.2.3 705.2.3.1 705.2.4 Clarification	1406.3 1406.4	<b>Combustible Balconies, Projections, and Bay Windows</b>	Construction requirements for balconies, porches, decks, bay windows and oriel windows have been relocated from Section 1406 (Combustible Materials on the Exterior Side of Exterior Walls) to Section 705.2.3 (Combustible Projections).
706.1.1 Modification	706.1.1	<b>Party Walls Not Constructed as Fire Walls</b>	Construction as a fire wall is no longer required for a party wall provided the aggregate height and area of the buildings on each side of the party wall are compliant with Chapter 5 and applicable easements and agreements are established addressing the maintenance of all fire and life safety systems of both buildings.
706.2 Modification	706.2	<b>Structural Continuity of Double Fire Walls</b>	In Seismic Design Categories D through F, floor and roof sheathing is permitted to continue through light-frame double fire wall assemblies where the sheathing does not exceed a thickness of ¾ inch.
708.4 Clarification	708.4	<b>Continuity of Fire Partitions</b>	The continuity requirements for fire partitions have been reformatted to provide for increased clarity of their construction requirements.
713.8.1 Modification	713.8.1	<b>Membrane Penetrations of Shaft Enclosures</b>	Membrane penetrations not related to the purpose of a shaft enclosure are no longer prohibited from penetrating the outside of the enclosure.
716.2.6.5 Addition		<b>Delayed-Action Self-Closing Doors</b>	Self-closing doors that are not also required to be automatic-closing are now permitted to be equipped with delayed-action closers.

Chapter 8: Interior Finishes			
Code Section		Section Title	Description of Change
2018	2015		
803.3 Modification	803.3	<b>Interior Finish Requirements for Heavy Timber Members</b>	Materials considered heavy timber members must now comply with interior finish requirements where exposed in interior exit stairways and exit passageways.
803.11 803.12 Addition		<b>Flame Spread Testing of Laminates and Veneers</b>	Specific flame-spread testing provisions have been added to the IBC to address the use of factory-produced laminated products with a wood substrate as well as facings and wood veneers applied over a wood substrate on site.

Chapter 9: Fire Protection and Life Safety Systems			
Code Section		Section Title	Description of Change
2018	2015		
901.6.2 Addition		<b>Integrated Fire Protection System Testing</b>	Test criteria have been added to the code with a reference to new NFPA 4, <i>Standard for Integrated Fire Protection and Life Safety System Testing</i> , to ensure that where multiple fire protection systems or life safety systems are integrated, the acceptance process and subsequent testing must evaluate all of the integrated systems as a whole.
903.2.3 Modification	903.2.3	<b>Sprinklers in Group E occupancies</b>	Criteria for occupant load threshold and location within the building have been added as conditions that could require sprinkler protection in an Group E educational occupancy.
903.3.1.2.3 Addition		<b>Protection of Attics in Group R Occupancies</b>	Sprinkler protection or acceptable alternative methods for the protection of attics are now addressed for mid-rise buildings housing multi-family occupancies and equipped with an NFPA 13R sprinkler system.
904.13 Modification	904.13	<b>Domestic Cooking Protection in Institutional and Residential Occupancies</b>	Where domestic-type cooking operations are present in Group I-1 occupancies and college dormitories classified as Group R-2, an automatic fire-extinguishing system is now mandated in conjunction with the required hood over any cooktop or range.
905.3.1 Modification:	905.3.1	<b>Class III Standpipes</b>	Standpipe system protection is now required in those buildings having four or more stories above or below grade plane regardless of the vertical distance between the floor level of the highest story and the level of the fire department vehicle access.
905.4 Modification	905.4	<b>Class I Standpipe Connection Locations</b>	Modifications have been made regarding the location of hose connections within interior exit stairway enclosures as well as the minimum number of connections required where open breezeways and open stairs are provided.
907.2.1 Modification	907.2.1	<b>Fire Alarms in Group A Occupancies</b>	An additional criterion now mandates the installation of a manual fire alarm system where there is a Group A occupant load of more than 100 located above or below the level of exit discharge.
Deleted	907.2.10	<b>Group R-4 Fire Alarm Systems</b>	The installation of a manual fire alarm system and an automatic smoke detection system are no longer required in Group R-4 occupancies.

Chapter 10: Means of Egress			
Code Section		Section Title	Description of Change
2018	2015		
Table 1004.5 1004.8 Modification	Table 1004.1.2	<b>Occupant Load Calculation in Business Use Areas</b>	The method of calculating occupant load in business areas has been revised which will typically result in reduced design occupant loads. The general factor has been established at 1 occupant per 150 square feet, however, higher design occupant loads can be now be assigned to concentrated business areas such as telephone call centers and similar uses.
1009.7.2 Modification	1009.7.2	<b>Protection of Exterior Areas of Assisted Rescue</b>	The exterior wall rating and protection of exterior openings is not required adjacent to an exterior area of assisted rescue where the building is sprinklered throughout.
1010.1.1 Clarification	1010.1.1	<b>Size of Doors</b>	Provisions addressing limits to the width and height of door openings have been selectively reformatted and revised as necessary to correlate with the technical accessibility requirements of ICC A117.1.
1010.1.4.4 Addition		<b>Locking Arrangements in Educational Occupancies</b>	Guidance has been provided to allow for enhanced security measures on educational classroom egress doors and yet still continue to comply with applicable means of egress requirements.
1010.1.9.8 Modification	1010.1.9.7	<b>Use of Delayed Egress Locking Systems in Group E Classrooms</b>	The allowance for the use of delayed egress locking systems has been expanded to also include egress doors serving Group E classrooms with an occupant load of less than 50, as well as secondary exits or exit access doors serving courtrooms.
1013.2 Modification	1013.2	<b>Floor Level Exit Sign Location</b>	The permitted location for low-level exit signs selectively required in Group R-1 occupancies has been expanded to now allow the bottom of such sign to be mounted up to 18 inches above the floor.

Chapter 11: Accessibility			
Code Section		Section Title	Description of Change
2018	2015		
1103.2.14 Modification	1103.2.14	<b>Access to Walk-In Coolers and Freezers</b>	Revised conditions have now been placed on the use of walk-in cooler and freezers exempted from accessibility provisions by requiring them to be accessed from only employee work areas and limiting the scope to only pieces of equipment.
1109.2.1.2 Modification	1109.2.1.2	<b>Fixtures in Family or Assisted-Use Toilet Rooms</b>	Family or assisted-use toilet rooms may now also contain a child height water closet and lavatory in order to provide a higher level of accommodation.

Chapter 12: Interior Environment			
Code Section		Section Title	Description of Change
2018	2015		
1207.2 1207.3 Modification	1207.2 1207.3	<b>Engineering Analysis of Sound Transmission</b>	A performance-based alternative approach for meeting the required sound transmission class ratings for unit separation walls and floor/ceiling assemblies in residential buildings has been introduced which allows for the use of an engineering analysis based upon a comparison to previously-tested assemblies.

Chapter 15: Roof Assemblies and Rooftop Structures			
Code Section		Section Title	Description of Change
2018	2015		
1504.3.3 Addition		<b>Metal Roof Shingles</b>	Metal roof shingles are now addressed separately from other metal panel roof systems with reference made to applicable standards for the labeling and testing of wind resistance for the shingles.
1507.1.1 Clarification	1507	<b>Underlayment</b>	Reorganization: Underlayment and ice barrier requirements have been relocated from sections describing each type of roofing material and placed into one new section describing the type, attachment and application of underlayment.

Chapter 16: Structural Design			
Code Section		Section Title	Description of Change
2018	2015		
1604.10 Addition		<b>Storm Shelters</b>	The development of loads for storm shelters is to be based on ICC 500 which provides wind speeds for tornado and hurricane shelter design using ASCE 7 load combinations.
Table 1607.1 Modification	Table 1607.1	<b>Deck Live Load</b>	Table 1607.1 is now consistent with the provisions in the 2010 and 2016 editions of ASCE 7 for minimum uniformly distributed live loads on decks and balconies by increasing the deck live load to one and one-half times the live load of the area served.
1609 Modification	1609	<b>Wind Loads</b>	Section 1609 now has updated wind speed maps, including maps for the state of Hawaii. Terminology for describing wind speeds has been changed again with ultimate design wind speeds now called basic design wind speeds.
1613.2.1 Modification	1613.3.1	<b>Seismic Maps</b>	The IBC seismic maps have been updated to match new maps in the 2015 NEHRP Provisions and 2016 ASCE 7 standard.
1613.2.3 Modification	1613.3.3	<b>Earthquake Loads</b>	The site coefficients contained in the IBC have now been brought into alignment with the newest generation of ground motion attenuation equations.
1615 Addition		<b>Tsunami Loads</b>	There are many coastal communities in the western United States and on islands in the Pacific Ocean which need tsunami-resistant design of critical infrastructure and essential facilities. New IBC Section 1615, Tsunami Loads, has been added to address design of these facilities.

Chapter 17: Special Inspections and Tests			
Code Section		Section Title	Description of Change
2018	2015		
1704.6 Modification	1704.6	<b>Structural Observations</b>	Section 1704.6.1 has been added requiring structural observation of buildings that are considered a high-rise or assigned to Risk Category IV.
1705.2.2 Modification	1705.2.2	<b>Metal-plate-connected Wood Trusses</b>	Five-foot tall wood trusses requiring permanent bracing now require a periodic special inspection to verify that the required bracing has been installed.
1705.12.6 Item 6 Addition		<b>Fire Sprinkler Clearance</b>	Section 1705.12.6 adds a provision for minimum clearance of fire sprinkler components considered as a designated seismic system.

Chapter 22: Steel			
Code Section		Section Title	Description of Change
2018	2015		
2207.1 2211 Chapter 35 Modification	2207.1 2211 Chapter 35	<b>SJI standard and Cold-formed Steel Light-frame Construction</b>	The 2015 edition of the combined SJI-100, Standard Specification for K-Series, LH-Series, and DLH-Series Open Web Steel Joists and Joist Girders, is the new referenced standard for steel joists. The 2015 editions of the AISI standards for cold-formed steel are now adopted, including AISI S240, AISI S400 and AISI S202.

Chapter 23: Wood			
Code Section		Section Title	Description of Change
2018	2015		
2303.2.2 Modification	2203.2.2	<b>Fire-retardant treated wood</b>	Engineered lumber of FRT wood is to be impregnated, as paints, coatings, stains and other surface treatments are not approved methods.
2304.11 Clarification	602.4	<b>Heavy-timber Construction</b>	The heavy-timber provisions of Chapter 23 have been reorganized. In addition, a new Table 2304.11, identifies the minimum dimensions of heavy-timber structural members and engineered lumber dimensional equivalencies.
2304.12.2.5 2304.12.2.6 Modification	2304.12.2.5 2304.12.2.6	<b>Supporting Members for Permeable Floors and Roofs</b>	The provisions for permeable floors and roofs are modified to require positive drainage of water and ventilation below the floor or roof to protect supporting wood construction.
Tables 2308.4.1.1 (1) and (2) Modification	Tables 2308.4.1.1 (1) and (2)	<b>Header and Girder Spans –Bearing Walls</b>	The header and girder spans for the exterior and interior bearing wall tables have been updated to allow #2 Southern Pine design values rather than #1 Southern Pine thereby reducing span lengths.



Chapter 30: Elevators and Conveying Systems			
Code Section		Section Title	Description of Change
2018	2015		
3006.2.1 Clarification		<b>Corridors Adjacent to Elevator Hoistway Openings</b>	Elevator hoistway openings must be protected per Section 3006.3 where the elevator opens directly into a fire-resistance-rated corridor. Opening protection shall consist of an enclosed elevator lobby, additional door(s), or pressurization of the hoistway.
3008.1.1 Modification	3008.1	<b>Required Number of Occupant Evacuation Elevators</b>	A reduction in the minimum number of elevators that must be considered as occupant evacuation elevators now reflects a more reasonable performance-based approach while still retaining the capacity to evacuate a high-rise building more quickly than stairs alone.

Chapter 31: Special Construction			
Code Section		Section Title	Description of Change
2018	2015		
3112 Addition		<b>Relocatable Buildings</b>	A process of acceptance for relocatable modular buildings has been established in order to provide clear and consistent direction in the relocation, reuse and/or repurposing of such buildings.

Chapter 33: Safeguards During Construction			
Code Section		Section Title	Description of Change
2018	2015		
3314 Addition		<b>Fire Watch During Construction</b>	In order to protect adjacent properties from fire in a building of considerable height when under construction, new provisions have been established to give authority to the fire code official to require a fire watch during those hours where no construction work is being done.

Appendix N: Replicable Buildings			
Code Section		Section Title	Description of Change
2018	2015		
Appendix N Addition		<b>Guidelines for Replicable Buildings</b>	Guidelines for replicable buildings have been added to the appendix in order to give jurisdictions a tool they can adopt to help streamline the plan review process in regard to code compliance.



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)

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION

## MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Edward A. Tudor, Director of Development Review and Permitting   
DATE: July 30, 2019  
RE: Proposed Annexation - Town of Berlin

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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 northerly side of MD Route 346 (Old Ocean City Road) and the southerly side of US Route 50. The subject property is comprised of two parcels which total approximately 6.10 acres. It is shown on Tax Map 25 as Parcel 395 and Lots 3 through 13 of Parcel 86. At present these lots are the site of the I. G. Burton auto dealership and was formerly Barrett Chevrolet. 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 July 15, 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 Commercial Center Land Use Category on the Land Use Map associated with the 2006 Comprehensive Plan. With regard to the Commercial Center land use category, the Comprehensive Plan states that this category designates sufficient area to provide for anticipated needs for business, light industry, and other compatible uses, that retail, offices, cultural/entertainment, services, mixed uses, warehouses, civic, light manufacturing and wholesaling would locate in commercial centers, that commercial areas by their nature locate on prominent sites and can visually dominate a community, and that commercial areas provide important services but they should be developed to enhance community 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 2 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 adjacent and nearby properties to the north of Old Ocean City Road are zoned C-2 General Commercial District and I-1 Light Industrial District. Those within the County's jurisdiction to the south of Old Ocean City Road are zoned A-2 Agricultural District. According to the documentation submitted by the Town, the lands within the Town's jurisdiction adjacent to and in close proximity to the subject property are zoned B-2 Shopping District. It is my conclusion that the proposed B-2 zoning classification for the site to be annexed is consistent with existing zoning in the area and does not permit uses which are substantially different than those in the County's zoning classification.

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.

There is one issue that is of concern. Barrett Road bisects the subject properties and provides access to Old Ocean City Road. At present it is a County-owned and -maintained roadway. The documentation submitted by the Town of Berlin did not clearly indicate whether this roadway would be taken into the Town's jurisdiction. Upon questioning, David Engelhart, Berlin's Planning Director, indicated that it would not. Yet John Tustin, the County's Public Works Director, has indicated that the County does not generally maintain any roads within the boundaries of the Town of Berlin. He noted that when the Town annexed the Stephen Decatur Middle School property a number of years ago, the Town assumed ownership and maintenance responsibilities for portions of Seahawk Road and Flower Street and questioned why this situation would be any different. Especially because other properties have frontage on or are accessed via Barrett Road, it is imperative that this matter be satisfactorily resolved before the annexation is finally approved.

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 provided the matter of ownership and maintenance responsibility for Barrett Road be resolved satisfactorily.

✱

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](http://www.berlinmd.gov)



*'America's Coolest Small Town'*

Mr. Ed Tudor, Director

July 15, 2019

Development Review and Permitting

Worcester County Government

One West Market Street, Room 1201

Snow Hill, MD 21863

Dear Ed,

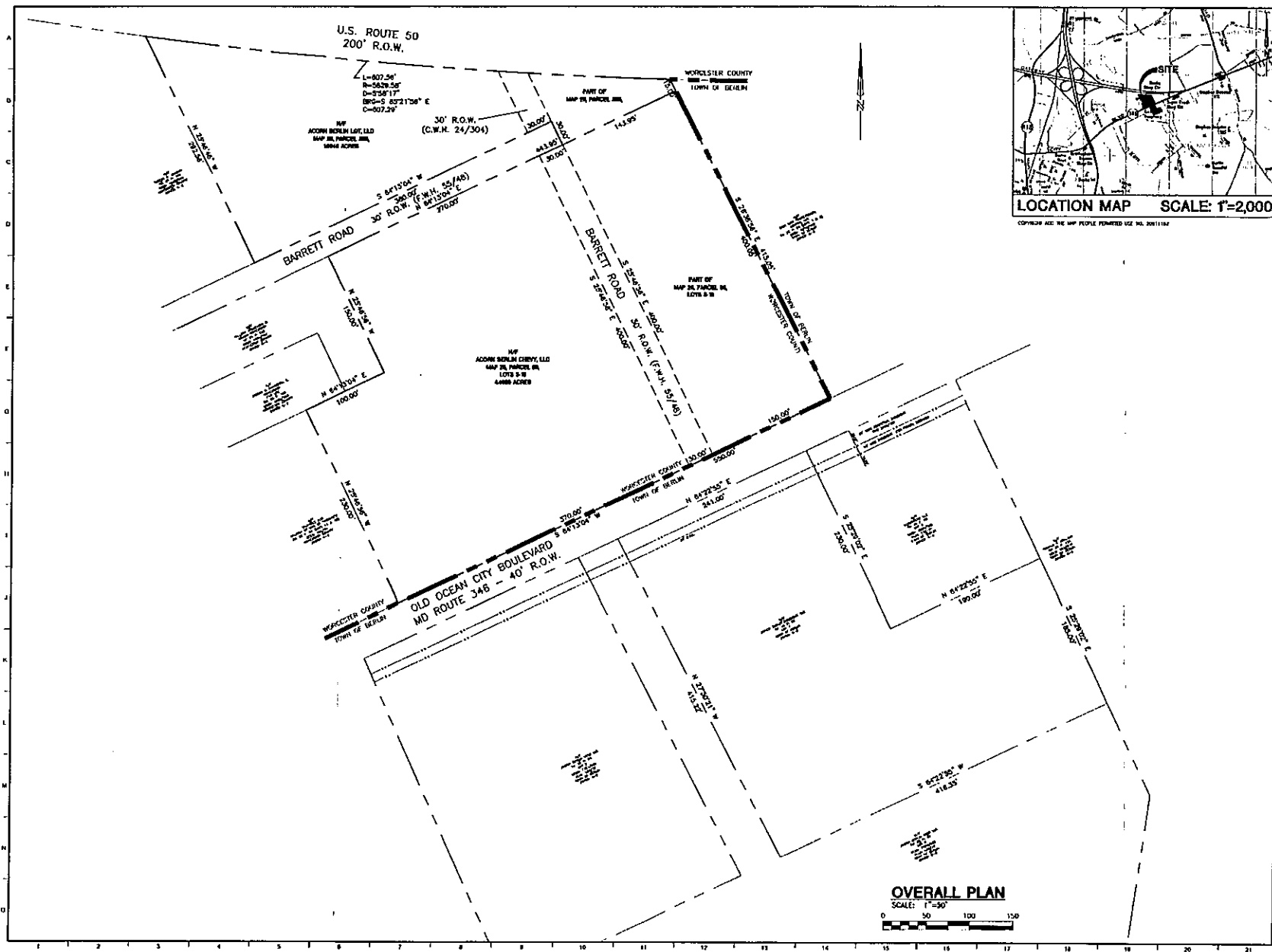
At its meeting held July 10, 2019, the Berlin Planning Commission passed a unanimous motion to recommend the annexation of two parcels known as Worcester County Tax Map No. 25, Parcel 86, lots 3-13, and Tax Map No. 25, Parcel 395 into the corporate boundaries of The Town of Berlin, MD to the Berlin, MD Mayor and Council.

I have enclosed a copy of the packet materials from that meeting for your review and comment in preparation for scheduling and advertising a public hearing of the Berlin Mayor and Council to consider the recommendation at a future date following your thirty day review period.

Please contact me with any questions or concerns.

Best regards,

Planning Director



C1.0



|                                    |   |                   |
|------------------------------------|---|-------------------|
| IN THE MATTER OF THE ANNEXATION    | * | BEFORE THE        |
| OF THE PROPERTY IDENTIFIED AS      | * | COMMISSIONERS     |
| PARCEL 395, LOTS 3-13, AND PARCEL  | * | OF BERLIN,        |
| 86 OF WORCESTER COUNTY TAX MAP 25, | * | MARYLAND,         |
| SOUTH OF US ROUTE 50 AND ADJACENT  | * |                   |
| TO THE PRESENT BOUNDARIES OF THE   | * |                   |
| TOWN OF BERLIN, MARYLAND           | * |                   |
| *   *   *   *   *   *              | * | *   *   *   *   * |

## PETITION FOR ANNEXATION

A. Acorn Berlin Lot, LLC (“Acorn Lot”) and Acorn Berlin Chevy, LLC (“Acorn Chevy”, collectively Acorn Lot and Acorn Chevy are referred to herein as the “Petitioners”) are the owners of certain parcels of land identified as Worcester County Tax Map 25, Parcel 395 (“Parcel 395”) and Parcel 86, Lots 3-13 (“Parcel 86”; Parcel 385 and Parcel 86 are collectively referred to herein as the “Property”) which parcels are depicted by the plat entitled “IG Burton Dealership Berlin, Maryland”, prepared by Davis, Bowen & Friedel, Inc., and dated September 24, 2018 (the “Annexation Plat”).

B. The Petitioners hereby petition the Town of Berlin, Maryland (“Town”) to annex the Property by extending the present Town boundary west from the northwest corner of Parcel 86, Lots 1-2, following the southern boundary of US Route 50 (Ocean Gateway) west to the northwest corner of Parcel 395, then continuing south along the western boundaries of Parcel 395 and Parcel 86, meeting with the northern side of MD Route 346 (Old Ocean City Blvd.) and continuing east along the southern boundary of Parcel 86 until turning north at the south east corner of the same and heading north along the western boundary of Parcel 86, Lots 1-2, to end at the point of origin, as depicted by the Annexation Plat (the “Annexation Property”).

C. The Annexation Property is adjacent to and contiguous with the boundary of the Town and no registered voters reside within the Annexation Property.

D. The Petitioners, with respect to their separate parcels constituting the Annexation Property, are the persons eligible to sign the Petition. Acorn Lot owns One Hundred Percent (100%) of the assessed value of Parcel 395; Acorn Chevy owns One Hundred Percent (100%) of the assessed value of Parcel 86.

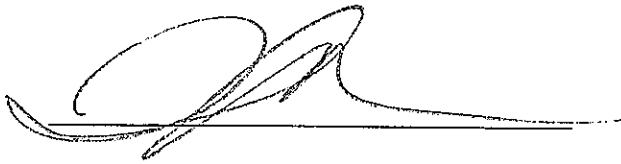
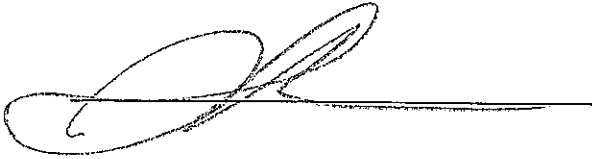
E. The Annexation Property is adjacent to lands within the Town Boundary that are zoned B-2 Shopping District and the Annexation Property should be zoned B-2 in conformance with the surrounding area and the historic use of the Annexation Property.

F. Expansion of the corporate boundaries of the Town will not create any enclaves of unincorporated land.

NOW, THEREFORE, the Petitioners hereby petition the Commissioners of Berlin, Maryland to introduce a resolution proposing a change of the municipal boundaries of the Town

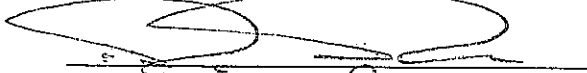
to include the Annexation Property.

WITNESS:

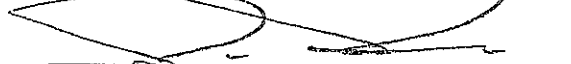


OWNERS

ACORN BERLIN LOT, LLC

  
By: Peter Penzi  
Title: Director

ACORN BERLIN CHEVY, LLC

  
By: Peter Penzi  
Title: Director

## ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (this "Agreement") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the MAYOR AND COUNCIL OF BERLIN, a Maryland Municipal Corporation (hereinafter, the "Town") and ACORN BERLIN LOT, LLC, a Delaware limited liability company ("Acorn Lot"), and ACORN BERLIN CHEVY, LLC, a Delaware limited liability company ("Acorn Chevy")(collectively, Acorn Lot and Acorn Chevy are referred to herein as the "Owners").

### RECITALS

WHEREAS, the Town is a Municipal Corporation authorized to enter into this Agreement pursuant to the Charter and Code of the Town and the Local Government Article of the Annotated Code of Maryland.

WHEREAS, the Owners are the fee simple owners of those certain parcels of land identified as Worcester County Tax Map 25, Parcel 395 ("Parcel 395") and Parcel 86, Lots 3-13 ("Parcel 86"; Parcel 395 and Parcel 86 are collectively referred to herein as the "Annexation Property") which parcels are depicted on the plat entitled "IG Burton Dealership Berlin, Maryland", prepared by Davis, Bowen & Friedel, Inc., and dated September 24, 2018 (the "Annexation Plat"), attached hereto as Exhibit A and incorporated herein by reference, which said Plat is recorded among the Land Records of Worcester County, Maryland in Plat Book \_\_\_\_\_, page \_\_\_\_\_ and which said Annexation Property contains 6.095 acres of land, more or less.

WHEREAS, the Annexation Property is contiguous with and adjacent to the boundary of the Town. No registered voters reside within the Annexation Property.

WHEREAS, the Annexation Property is currently designated as a "Growth Area 2" pursuant to the Town of Berlin Comprehensive Plan (the "Plan"). The Plan specifies that the Town should seek to annex properties located in Growth Area 2. The annexation of the Annexation Property by the Town will not result in any enclaves of unincorporated land.

WHEREAS, the Town desires that its growth be in accordance with the goals and guiding principles outlined in the Town's Plan, all ordinances and regulations consistent therewith, and further desires that the impact of such growth be managed for the benefit of the Town and its citizens.

WHEREAS, Owners have petitioned the Town to annex the Annexation Property pursuant to an Annexation Petition (the "Petition") filed with the Town contemporaneously herewith, provided, however, that the Town shall agree to the future extension of public utilities and certain services to the Annexation Property, including access to the Town's water and sewer systems, all pursuant to the terms of this Agreement.

WHEREAS, Owners intend to continue to own and operate the automobile dealership currently located on the Annexation Property.

WHEREAS, the Town is willing to accomplish the annexation process and to submit the Annexation Resolution (the "Resolution") submitted with the Petition to a vote by the Town's Council (the "Council") and to a referendum of the Town's citizens if requested pursuant to applicable law, provided that the Owner agrees to adhere to the goals and guiding principles of the Town's Plan and the Town's lawful ordinances and regulations.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. Recitals. The Recitals are hereby incorporated into this Agreement and form a part hereof, and such provisions accurately reflect the facts therein recited and the intention of the parties.

2. Petition. To effectuate the annexation of the Annexation Property, the Owners have executed and submitted the Petition to the Mayor of the Town. The Owners, with respect to their separate parcels constituting the Annexation Property, are the persons eligible to sign the Petition. Acorn Lot owns One Hundred Percent (100%) of the assessed value of Parcel 395; Acorn Chevy owns One Hundred Percent (100%) of the assessed value of Parcel 86.

3. Annexation. Upon the execution of this Agreement (the Petition and all other required documents having been submitted prior to or contemporaneously herewith), the Town will introduce the Annexation Resolution for public hearing and consideration in accordance with the procedures set forth under the Annotated Code of Maryland and the Town Code.

4. Zoning Upon Annexation.

4.1. The Annexation Property is currently zoned C-2 commercial under the Worcester County, Maryland zoning ordinance. Upon annexation into the Town and with the consent of the Worcester County, Maryland Commissioners, to the extent required by applicable law, the Annexation Property shall be zoned B-2 Shopping District pursuant to Chapter 108, "Zoning" of the Town Code. The Annexation Property shall not be included in the Town's Enterprise Zone.

4.2 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 and the parties agree to cooperate to ensure that the operations on the Annexation Property as currently conducted shall not be affected by the annexation.

5. Development of the Annexation Property. The Owners intend to use, maintain and operate an automobile dealership as currently located on the Annexation Property. The Owners further intend to continue to utilize the same general size, configuration and location of improvements as currently exist on the Annexation Property. The Owners do not intend to initiate further or different development of the Annexation Property upon annexation by the Town. Any future development of the Annexation Property shall be subject to any necessary approvals, building permits, Town construction standards required by the Town and its Planning and Zoning Commission, and shall be undertaken in accordance with applicable law, including

any requirements imposed by the Maryland State Highway Administration. The Owners shall be responsible for the costs associated with any upgrades required to the Town services necessary to accommodate extension to and service on the Annexation Property, and agree to establish and maintain an escrow account with the Town to pay engineering and staff review fees, as necessary and directed by the Town.

6. Development Design.

6.1. Owners agree to comply with any SHA requirements;

6.2. Owners will be sensitive to the Town's Victorian style and, when reasonably possible in the context of an automotive business, try to complement the architectural elements of the downtown area.

6.3. The Annexation Parcel is fully improved and operated by the Owners as an automobile dealership with uses ancillary to that business, and there are no existing current or future plans to convert the on-going business to a shopping center or any other non-automotive use.

7. Interior Facilities. All facilities located on or within the Annexation Property will be private:

- a. Water
- b. Sewer
- c. Stormwater
- d. Streets
- e. Sidewalks
- f. Lighting

8. Further Conditions upon Annexation. The annexation of the Annexation Property shall be made subject to the following terms and conditions:

8.1. Wastewater Service and Water; Stormwater. The Town has sufficient water and wastewater services available to serve the Annexed Property. Upon annexation, the Annexation Property shall be served with wastewater from the Town and treated water from the Town, provided, however, that the costs of connecting the Annexation Property to the foregoing Town services shall be paid for by the Owners.

8.1.1 The Town will assess and the Owners commit to pay "ready to serve" fees upon execution of this Agreement for treated water and seven (7) equivalent dwelling units ("EDUs") shall be allocated to the Annexation Property pursuant to this Agreement, the costs of which shall be assessed to Owners and allocated to the respective parcels of the Annexation Property based upon square footage of the existing commercial improvements thereon. Owners may request and receive from the Town, if available and subject to approval of an allocation agreement with the Town, additional EDUs. The Owners agree for three (3) years not to request to transfer EDUs from other property they own.

8.1.2 The Annexation Property shall be subject to the Town's ordinances and regulations with respect to stormwater management and shall not use stormwater for irrigation or any unlawful purpose.

8.2. Wells and Septic. Upon satisfactorily connecting to the Town wastewater and treated water services, Owners shall abandon the septic systems and cap wells currently serving the Annexation Property in accordance with federal, state, county and Town laws and ordinances, including the Town's Wellhead Protection program as set forth under Article V, Chapter 30 of the Town Code.

8.3. User Fees. Upon annexation, Owners shall be charged all ordinary and standard user fees for water, stormwater, front foot assessments, impact fees and building permits.

8.4. Property Taxes. The Annexation Property shall, upon annexation, be subject to the payment of taxes, real and personal, and shall further be subject to a lien for the nonpayment thereof, in the same manner and at the same rate as properties now within the existing Town limits. Such taxes shall become due and payable within ninety (90) days from the effective date of the annexation. Commencing with the fiscal year beginning July 1, 2019, all such taxes shall be billed and collected in the same manner as all other taxes in the Town of Berlin. The real estate property taxes generated from the Annexation Property shall be consistent with and calculated based upon the applicable State Department of Assessments and Taxation assessments related to the Annexation Property, copies of which are attached.

8.5. Other Rights and Services. The Annexation Property shall benefit from police services of the Berlin Police Department. If in the future any part of the Annexation Property is used for residential purposes, persons residing thereon shall have the right to vote in all general and special Town elections, subject to the same requirements applicable to all voters, in the Town.

8.6. Limitation on Services. Upon annexation, the Town shall not be obligated to provide garbage services or snow removal to or for the benefit of the Annexation Property. Owners shall be obligated to pay for and provide regular trash collection in a manner consistent with the Town Code.

9. Conditions Precedent to Annexation. This Annexation Agreement is contingent in its entirety upon the following conditions precedent: (i) zoning approval as set forth in Section 4 hereof; and, (ii) the successful and final annexation of the Annexation Property into the Town. The annexation will not become effective until the referendum period has expired, and if applicable, all referenda have been resolved in favor of the annexation. If the foregoing conditions precedent are not timely satisfied, this Agreement shall automatically be deemed null and void and of no further force or effect.

10. Public Works Agreement and bonding. Owners acknowledge their obligation to construct any public infrastructure on-site as well as off-site, as necessary to accommodate the development of the Annexation Property. Owners recognize upgrades to conveyance,



distribution and transmission systems may be required and agree to pay for such improvements, if any, necessitated by the development as specified 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.

11. Mutual Assistance. The parties shall do all things reasonably necessary or appropriate to carry out and to expedite the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof 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 Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the parties as reflected by said terms.

12. Miscellaneous.

12.1 Unless lawfully terminated or cancelled, the Agreement shall be enforceable by either party to the 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.

12.2 This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Maryland.

12.3 This Agreement and the provisions hereof may not 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.

12.4 The terms of this 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 Owners. It is expressly understood and agreed that the Owners may assign their 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. No provisions of this Agreement shall create any third-party beneficiary rights or other rights in any person or entity not a party hereto.

12.5 This Agreement shall be recorded among the Land Records of Worcester County, Maryland at the expense of the recording party.

IN WITNESS WHEREOF, the parties have executed and sealed this Agreement as of the day and year first above written.

WITNESS/ATTEST:

MAYOR AND COUNCIL OF BERLIN

\_\_\_\_\_  
Elroy Brittingham, Vice President of Council

\_\_\_\_\_  
By: W. Gee Williams, III  
Title: Mayor

\_\_\_\_\_

ACORN BERLIN LOT, LLC

\_\_\_\_\_

By: Peter Renzi  
Title: Director

\_\_\_\_\_

ACORN BERLIN CHEVY, LLC

\_\_\_\_\_

By: Peter Renzi  
Title: Director

STATE OF MARYLAND, WORCESTER COUNTY, to wit:

I HEREBY CERTIFY that on this \_\_\_\_ day of April, 2019, before me, the undersigned Notary Public of the aforesaid State, 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.

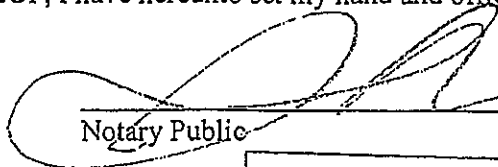
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_(SEAL)  
Notary Public

STATE OF Delaware, CITY/COUNTY OF Ken, to wit:

I HEREBY CERTIFY that on this 24 day of April, 2019, before me, the undersigned Notary Public of the aforesaid State, personally appeared Pete Renzi, who acknowledged that he is the Authorized Director of Acorn Berlin Lot, LLC, a Delaware limited liability company and Acorn Berlin Chevy, LLC, a Delaware limited liability company, and that he, in the capacities as aforesaid and being authorized so to do, acknowledged that he signed, sealed and delivered this Annexation and Development Agreement as the authorized act of the Owners as set forth therein for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
\_\_\_\_\_(SEAL)  
Notary Public

LAURA A COLBURN  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires SEPT 4, 2022



## 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 - 03 Account Number - 014347

## Owner Information

|                  |                                 |                      |               |
|------------------|---------------------------------|----------------------|---------------|
| Owner Name:      | ACORN BERLIN CHEVY LLC          | Use:                 | COMMERCIAL    |
| Mailing Address: | 793 BAY RD<br>MILFORD DE 19963- | Principal Residence: | NO            |
|                  |                                 | Deed Reference:      | /07240/ 00115 |

## Location &amp; Structure Information

|                   |                                               |                    |                                                                         |
|-------------------|-----------------------------------------------|--------------------|-------------------------------------------------------------------------|
| Premises Address: | 10419 OLD OCEAN<br>CITY BLVD<br>BERLIN 0-0000 | Legal Description: | LOTS 3-13 & BACK LOT<br>N SIDE R-346<br>BARRETT CHEVROLET INC LD<br>SUR |
|-------------------|-----------------------------------------------|--------------------|-------------------------------------------------------------------------|

|      |       |         |               |              |          |        |      |                  |          |  |
|------|-------|---------|---------------|--------------|----------|--------|------|------------------|----------|--|
| Map: | Grid: | Parcel: | Sub District: | Subdivision: | Section: | Block: | Lot: | Assessment Year: | Plat No: |  |
| 0025 | 0004  | 0086    |               | 0000         |          |        |      | 2017             | 241/25   |  |

Special Tax Areas:

Town:

NONE

Ad Valorem:

Tax Class:

|                         |                         |                        |                    |            |
|-------------------------|-------------------------|------------------------|--------------------|------------|
| Primary Structure Built | Above Grade Living Area | Finished Basement Area | Property Land Area | County Use |
| 1984                    | 20,130 SF               |                        | 4.4000 AC          |            |

|         |          |                |          |                |        |                       |
|---------|----------|----------------|----------|----------------|--------|-----------------------|
| Stories | Basement | Type           | Exterior | Full/Half Bath | Garage | Last Major Renovation |
|         |          | SERVICE GARAGE |          |                |        |                       |

## Value Information

|                    | Base Value | Value As of 01/01/2017 | Phase-in Assessments |                  |
|--------------------|------------|------------------------|----------------------|------------------|
|                    |            |                        | As of 07/01/2018     | As of 07/01/2019 |
| Land:              | 669,000    | 1,320,000              |                      |                  |
| Improvements       | 451,400    | 624,800                |                      |                  |
| Total:             | 1,120,400  | 1,944,800              | 1,670,000            | 1,944,800        |
| Preferential Land: | 0          |                        |                      | 0                |

## Transfer Information

|                                           |                          |                    |
|-------------------------------------------|--------------------------|--------------------|
| Seller: MILL CREEK REAL ESTATE MANAGEMENT | Date: 06/27/2018         | Price: \$2,000,000 |
| Type: ARMS LENGTH IMPROVED                | Deed1: /07240/ 00115     | Deed2:             |
| Seller: BARRETT CHEVROLET INC             | Date: 03/18/2015         | Price: \$2,000,000 |
| Type: ARMS LENGTH IMPROVED                | Deed1: /06527/ 00001     | Deed2:             |
| Seller: LOUIS J HICKMAN INC               | Date: 05/28/1958         | Price: \$0         |
| Type: NON-ARMS LENGTH OTHER               | Deed1: RHO /01996/ 00494 | 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

---

**Homestead Application Status:** No Application

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## Homeowners' Tax Credit Application Information

---

**Homeowners' Tax Credit Application Status:** No Application

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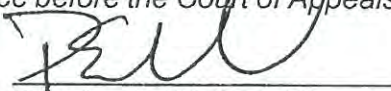
**Date:**



AFTER RECORDING, PLEASE RETURN TO:  
Douglas S. Walker  
McAllister, DeTar, Showalter & Walker, LLC  
100 N. West Street  
Easton, MD 21601

Tax Account No. 03-014347  
WORCESTER COUNTY, MD

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

  
Douglas S. Walker, Attorney

THIS DEED, made this 25<sup>th</sup> day of June, 2018, by and between **Mill Creek Real Estate Management Group, LLC, a Maryland limited liability company**, party of the first part, "Grantor"; and **Acorn Berlin Chevy LLC, a Delaware limited liability company**, party of the second part, "Grantee".

- WITNESSETH -

THAT IN CONSIDERATION of the sum of **Two Million Dollars (\$2,000,000.00)**, and other good, valuable and sufficient consideration, in hand paid, the receipt of which is hereby acknowledged, the said Grantor does grant and convey unto the said **Acorn Berlin Chevy LLC, a Delaware limited liability company**, its successors and assigns, in fee simple, all of the property located in Worcester County, Maryland and more particularly described as follows:

ALL that certain tract, piece or parcel of land lying and being situated in the Third Election District of Worcester County, Maryland being located on the Northerly side of and binding upon Old Ocean City Boulevard (MD Rt. 346) and being shown and described as all of Item One, containing 4.4029 acres, more or less, on a plat entitled ALTA/ASCM Land Title Survey of the Lands of The Barrett Chevrolet, Inc. & Barrett Brothers, LLC" made by Solutions Integrated Planning Engineering & Management, LLC dated January 7, 2015 and recorded among the Plat Records of Worcester County, Maryland in Plat Cabinet S.R.B. No. 241, Folio 25.

BEING a portion of the property conveyed unto Mill Creek Real Estate Management Group, LLC, a Maryland limited liability company, by Deed from Barrett Chevrolet, Inc., formerly known as the The Barrett Chevrolet, Inc., a

Maryland corporation and Barrett Brothers, L.L.C., a Maryland limited liability company, by Deed dated March 16, 2015, filed for record on March 18, 2015 among the Land Records of Worcester County, Maryland in Liber 6527, folio 001.

**TOGETHER** with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances, and advantages thereto belonging, or in anywise appertaining; **SUBJECT, HOWEVER,** to any covenants, conditions, restrictions and easements of record.

**TO HAVE AND TO HOLD** the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said **Acorn Berlin Chevy LLC, a Delaware limited liability company**, its successors and assigns, in fee simple, forever.

**AND** the said party of the first part hereby covenants that it will warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

*SIGNATURES TO APPEAR ON FOLLOWING PAGE*

LR - Deed (w Taxes)  
Recording Fee no CT 20.00  
Name: mill creek/acorn  
Ref:  
LR - Surcharge -  
linked 40.00  
LR - Recordation Tax -  
linked 13,200.00  
LR - State Transfer  
Tax - linked 10,000.00  
LR - NR Tax - lkd 0.00  
=====

|                   |           |
|-------------------|-----------|
| SubTotal:         | 23,260.00 |
| =====             |           |
| Total:            | 23,260.00 |
| 06/27/2018        | 12:59     |
| CC23-RH           |           |
| #10587504         | CC0104    |
| Worcester         |           |
| County/CC01.04.02 |           |
| Register 02       |           |



IN WITNESS WHEREOF, Grantor has caused this Deed to be properly executed and sealed on the day and year first above written.

Witness:

MILL CREEK REAL ESTATE  
MANAGEMENT GROUP, LLC,  
a Maryland limited liability company



  
By: James M. Ehrler  
Title: Sole Member  
KENT  
~~Delaware~~

STATE OF Delaware COUNTY OF KENT TO WIT:

I hereby certify that on this 25<sup>th</sup> day of June, 2018, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared James M. Ehrler, who acknowledged himself to be the (i) Sole Member of Mill Creek Real Estate Management Group, LLC, a Maryland limited liability company (the "LLC"), (ii) as such Sole Member, being authorized to do so, executed the same for and on behalf of the LLC in the capacity therein stated and for the purposes therein contained, and (iii) said instrument is the act of the LLC, giving oath under the penalties of perjury that the consideration recited herein is correct.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public  
My commission expires:

Emmanuel G. Fournaris, Esquire  
Delaware Attorney at Law  
Notarial Officer - 29 Del.C. § 4323

|                           |                     |
|---------------------------|---------------------|
| TRANSFER TAX PAID         |                     |
| FINANCE OFFICER           |                     |
| WORCESTER COUNTY MARYLAND |                     |
| By <u>SH</u>              | Date <u>6/27/18</u> |
| Tax <u>\$ 10,000.00</u>   |                     |

TAXES FOR WHICH ASSESSMENTS  
HAVE BEEN RECEIVED HAVE BEEN  
PAID AS OF THIS DATE. 6/27/18  
Worcester County Finance Officer  
By SH  
EXCEPT PERSONAL PROPERTY

Worcester County  
Water & Wastewater  
NO ASSESSMENT  
Date 6/27/18 BY SM

MARYLAND  
FORM  
WH-AR**Certification of Exemption from Withholding Upon  
Disposition of Maryland Real Estate Affidavit of  
Residence or Principal Residence****2018**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

**1. Transferor Information**

**Name of Transferor** Mill Creek Real Estate Management Group, LLC

**2. Reasons for Exemption**

**Resident Status** ☐ As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.

☒ Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

**Principal Residence** ☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

**Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.**

**3a. Individual Transferors**

Witness

Name

\*\*Date

Signature

**3b. Entity Transferors**

Witness/Attest

Mill Creek Real Estate Management Group, LLC

Name of Entity

James M. Ehrler

Name

\*\*Date

Sole Member

Title

\*\* Form must be dated to be valid.

**Note:** Form is only valid if recordation occurs within 60 days of execution of this form.

JUN 27 2018 The foregoing instrument  
filed for record and is accordingly recorded  
among the land records of Worcester County,  
Maryland.

Sharon Prosser Clerk



Space Reserved for County Validation

## 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 - 03 Account Number - 014355

## Owner Information

|                  |                                 |                      |               |
|------------------|---------------------------------|----------------------|---------------|
| Owner Name:      | ACORN BERLIN LOT LLC            | Use:                 | COMMERCIAL    |
| Mailing Address: | 793 BAY RD<br>MILFORD DE 19963- | Principal Residence: | NO            |
|                  |                                 | Deed Reference:      | /07240/ 00125 |

## Location &amp; Structure Information

|                   |                                |                    |                                                            |
|-------------------|--------------------------------|--------------------|------------------------------------------------------------|
| Premises Address: | OCEAN GATEWAY<br>BERLIN 0-0000 | Legal Description: | 1.69 ACS<br>SW SIDE R-50<br>BARRETT BROTHERS LLC LD<br>SUR |
|-------------------|--------------------------------|--------------------|------------------------------------------------------------|

|      |       |         |               |              |          |        |      |                  |          |    |
|------|-------|---------|---------------|--------------|----------|--------|------|------------------|----------|----|
| Map: | Grid: | Parcel: | Sub District: | Subdivision: | Section: | Block: | Lot: | Assessment Year: | Plat No: |    |
| 0025 | 0004  | 0395    |               | 0000         |          |        |      | 2017             | 241/     |    |
|      |       |         |               |              |          |        |      |                  | Ref:     | 25 |

Special Tax Areas: Town: NONE

Ad Valorem:

Tax Class:

|                         |                         |                        |                    |            |
|-------------------------|-------------------------|------------------------|--------------------|------------|
| Primary Structure Built | Above Grade Living Area | Finished Basement Area | Property Land Area | County Use |
|                         |                         |                        | 1.6900 AC          |            |

|         |          |      |          |                |        |                       |
|---------|----------|------|----------|----------------|--------|-----------------------|
| Stories | Basement | Type | Exterior | Full/Half Bath | Garage | Last Major Renovation |
|---------|----------|------|----------|----------------|--------|-----------------------|

## Value Information

|                    | Base Value | Value<br>As of<br>01/01/2017 | Phase-in Assessments |                     |
|--------------------|------------|------------------------------|----------------------|---------------------|
|                    |            |                              | As of<br>07/01/2018  | As of<br>07/01/2019 |
| Land:              | 109,800    | 190,100                      |                      |                     |
| Improvements       | 0          | 0                            |                      |                     |
| Total:             | 109,800    | 190,100                      | 163,333              | 190,100             |
| Preferential Land: | 0          |                              |                      | 0                   |

## Transfer Information

|                                           |                          |                  |
|-------------------------------------------|--------------------------|------------------|
| Seller: MILL CREEK REAL ESTATE MANAGEMENT | Date: 06/27/2018         | Price: \$250,000 |
| Type: ARMS LENGTH VACANT                  | Deed1: /07240/ 00125     | Deed2:           |
| Seller: BARRETT BROTHERS LLC              | Date: 03/18/2015         | Price: \$200,000 |
| Type: ARMS LENGTH VACANT                  | Deed1: /06527/ 00001     | Deed2:           |
| Seller: BARRETT-BERLIN PARTNERSHIP        | Date: 06/29/2010         | Price: \$400,000 |
| Type: NON-ARMS LENGTH OTHER               | Deed1: SVH /05500/ 00338 | 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



---

Homestead Application Status: No Application

---

Homeowners' Tax Credit Application Information

---

Homeowners' Tax Credit Application Status: No  
Application

Date:

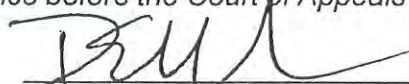
---

40-  
20-  
1650-  
1250-

AFTER RECORDING, PLEASE RETURN TO:  
Douglas S. Walker  
McAllister, DeTar, Showalter & Walker, LLC  
100 N. West Street  
Easton, MD 21601

Tax Account No. 03-014355  
WORCESTER COUNTY, MD

*THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.*

  
\_\_\_\_\_  
Douglas S. Walker, Attorney

THIS DEED, made this 25<sup>th</sup> day of June, 2018, by and between **Mill Creek Real Estate Management Group, LLC, a Maryland limited liability company**, party of the first part, "Grantor"; and **Acorn Berlin Lot LLC, a Delaware limited liability company**, party of the second part, "Grantee".

- WITNESSETH -

THAT IN CONSIDERATION of the sum of **Two Hundred Fifty Thousand Dollars (\$250,000.00)**, and other good, valuable and sufficient consideration, in hand paid, the receipt of which is hereby acknowledged, the said Grantor does grant and convey unto the said **Acorn Berlin Lot LLC, a Delaware limited liability company**, its successors and assigns, in fee simple, all of the property located in Worcester County, Maryland and more particularly described as follows:

All that certain tract, piece or parcel of land lying and being situated in the Third Election District of Worcester County, Maryland being located on the North side of and binding upon Barrett Road, and being shown and described as Item Three, containing 1.6946 acres, more or less on the plat entitled "ALTA/ACSM LAND TITLE SURVEY OF THE LANDS OF THE BARRETT CHEVROLET, INC. & BARRETT BROTHERS, L.L.C.," prepared by Solutions Integrated Planning Engineering & Management, LLC, dated March 10, 2015 and recorded among the Plat Records of Worcester County, Maryland in Plat Book SRB 241, page 25.

BEING a portion of the property conveyed unto Mill Creek Real Estate Management Group, LLC, a Maryland limited liability company, by Deed from Barrett Chevrolet, Inc., formerly known as the The Barrett Chevrolet, Inc., a

IN WITNESS WHEREOF, Grantor has caused this Deed to be properly executed and sealed on the day and year first above written.

Witness:

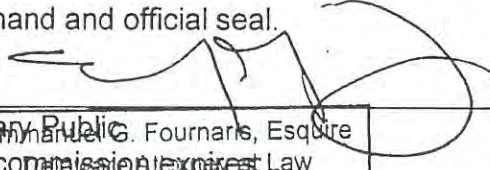
MILL CREEK REAL ESTATE  
MANAGEMENT GROUP, LLC,  
a Maryland limited liability company

  
By: James M. Ehrler  
Title: Sole Member

STATE OF Delaware, COUNTY OF KENT, TO WIT:

I hereby certify that on this 25<sup>th</sup> day of June, 2018, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared James M. Ehrler, who acknowledged himself to be the (i) Sole Member of Mill Creek Real Estate Management Group, LLC, a Maryland limited liability company (the "LLC"), (ii) as such Sole Member, being authorized to do so, executed the same for and on behalf of the LLC in the capacity therein stated and for the purposes therein contained, and (iii) said instrument is the act of the LLC, giving oath under the penalties of perjury that the consideration recited herein is correct.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public  
Emmanuel G. Fournaris, Esquire  
My commission expires  
Notarial Officer - 29 Del.C. § 4323

|                           |                     |
|---------------------------|---------------------|
| TRANSFER TAX PAID         |                     |
| FINANCE OFFICER           |                     |
| WORCESTER COUNTY MARYLAND |                     |
| By <u>SH</u>              | Date <u>6/27/18</u> |
| Tax <u>\$1,250.00</u>     |                     |

Worcester County  
Water & Wastewater  
NO ASSESSMENT  
Date BY

6/27/18 SM

TAXES FOR WHICH ASSESSMENTS  
HAVE BEEN RECEIVED HAVE BEEN  
PAID AS OF THIS DATE. 6/27/18  
Worcester County Finance Officer  
By SH  
EXCEPT PERSONAL PROPERTY



Maryland corporation and Barrett Brothers, L.L.C., a Maryland limited liability company, by Deed dated March 16, 2015, filed for record on March 18, 2015 among the Land Records of Worcester County, Maryland in Liber 6527, folio 001.

TOGETHER with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances, and advantages thereto belonging, or in anywise appertaining; SUBJECT, HOWEVER, to any covenants, conditions, restrictions and easements of record.

TO HAVE AND TO HOLD the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said **Acorn Berlin Lot LLC, a Delaware limited liability company**, its successors and assigns, in fee simple, forever.

AND the said party of the first part hereby covenants that it will warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

*SIGNATURES TO APPEAR ON FOLLOWING PAGE*

LR - Deed (w Taxes)  
Recording Fee no CT  
20.00  
Name: mill creek/acorn  
Ref:  
LR - Surcharge -  
linked 40.00  
LR - Recordation Tax -  
linked 1,650.00  
LR - State Transfer  
Tax - linked 1,250.00  
LR - NR Tax - lkd 0.00  
=====

|           |          |
|-----------|----------|
| SubTotal: | 2,960.00 |
| =====     |          |
| Total:    | 2,960.00 |

08/27/2018 01:01  
CC23-RH  
#10587523 CC0104 -  
Worcester  
County/CC01.04.02 -  
Register 02

MARYLAND  
FORM  
WH-AR

**Certification of Exemption from Withholding Upon  
Disposition of Maryland Real Estate Affidavit of  
Residence or Principal Residence**

**2018**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

**1. Transferor Information**

Name of Transferor Mill Creek Real Estate Management Group, LLC

**2. Reasons for Exemption**

Resident Status ☐ As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.

☒ Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal Residence ☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

**3a. Individual Transferors**

Witness

Name

\*\*Date

Signature

**3b. Entity Transferors**

Witness/Attest

Mill Creek Real Estate Management Group, LLC

Name of Entity

By

James M. Ehrler

6-25-18

Name

\*\*Date

Sole Member

Title

\*\* Form must be dated to be valid.

**Note:** Form is only valid if recordation occurs within 60 days of execution of this form.

JUN 27 2018

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

Shawn F. [Signature] Clerk



Space Reserved for County Validation



## ANNEXATION PLAN

In accordance with the Maryland Code, Local Government, §4-404, the Town of Berlin hereby sets forth the following annexation plan:

I. Property. The property proposed for annexation to which this Annexation Plan consists of 6.0975 acres of land comprised of the lands of Acorn Berlin, LLC (Tax Map 25, Parcel 395) and Acorn Berlin Chevy, LLC (Tax Map 25, Parcel 86, Lots 3-13).

II. Land Use Plans. The Town of Berlin Comprehensive Plan identifies the Annexation Property as “Growth Area 2” which is “located between U.S. Route 50 and Maryland Route 346.” The Comprehensive Plan specifies that the Town should “seek to annex” properties located in Growth Area 2. Further, the Property is identified as an “Enterprise Zone” by the Town.

III. Land for Public Facilities. The proposed zoning of the Annexation Property (B-2 Shopping District) permits primarily commercial uses. The Annexation Property is not projected to create significant impacts on schools, libraries, recreation, or other public facilities and services for residential uses. Following annexation, the Annexation Property will continue to be operated as an automotive dealership. Following annexation, the Annexation Property may be served by Berlin public water and sewer systems. All costs of extension of such systems to serve the Annexation Property will be paid by the owner of such property. Fire and police protection will be provided by the Berlin Fire Company and Berlin Police Department.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO ANNEX CERTAIN LANDS LOCATED SOUTH OF U.S. ROUTE 50 AND CONSISTING OF 6.0975 ACRES OF LAND, MORE OR LESS, INTO THE TOWN OF BERLIN AND TO PROVIDE FOR THE TERMS AND CONDITIONS OF THE ANNEXATION

Introduced by: \_\_\_\_\_

WHEREAS, the Town of Berlin ("Town") is authorized by the provisions of Title 4, Subtitle 4 of the Local Government Article of the Maryland Annotated Code ("Code") to expand its municipal boundaries by annexing lands adjacent to it, and Acorn Berlin Lot, LLC and Acorn Berlin Chevy, LLC ("Petitioners") have requested, pursuant to a duly filed Petition for Annexation, that the Town annex certain lots or parcels generally located south of U.S. Route 50 and adjacent to the Town's existing municipal boundary, consisting of a total of 6.0975 acres of land, more or less ("Annexation Property") comprised of (i) Parcel 395 of Worcester County Tax Map 25 and (ii) Parcel 86, Lots 3-13 of Worcester County Tax Map 25. The Annexation Property is shown on a plat entitled "IG BURTON DEALERSHIP BERLIN, MARYLAND" prepared by Davis, Bowen & Friedel, Inc., and dated September 24, 2018 ("Annexation Plat"), which is Exhibit "A" to this Resolution.

Petitioners, with respect to their separate Parcels identified above, are the owners of one hundred percent (100%) of the assessed value of real property lying within the area to be annexed. No Worcester County registered voter resides on the Annexation Property.

The Annexation Property is contiguous and adjacent to existing Town boundaries. If the Annexation Property is incorporated into the Town boundaries, no enclaves of non-Town land will be created.

Now, therefore, the Town of Berlin hereby resolves:

Section 1. Modification of Town Boundaries. The corporate boundaries of the Town are hereby amended to include the addition of the Annexation Property, which is described on the Annexation Plat and more particularly described in a metes and bounds description prepared by

Davis, Bowen & Friedel, Inc., entitled "DESCRIPTION OF 6.0975 ACRES OF LAND, MORE OR LESS, ANNEXATION 2018 TOWN OF BERLIN, ON THE LANDS OF ACORN BERLIN LOT, LLC AND ACORN BERLIN CHEVY, LLC" and dated September 24, 2018, which is Exhibit "B" to this Resolution. The metes and bounds description is subject to technical review and correction by the Town Engineer, or his designee, prior to the public hearing to be held on this Resolution.

Section 2. Application of Town Charter and Ordinances; Taxes. Upon the effective date of this Resolution, the provisions of the Charter and Code of the Town of Berlin, and any local public laws enacted or to be enacted affecting the Town of Berlin, shall be effective within the Annexation Property except to the extent that this Resolution or the Annexation and Development Agreement provide otherwise. The Annexation Property shall be subject to all applicable Town taxes, unless otherwise exempt.

Section 3. Annexation Agreement. The Petitioners prepared an Annexation and Development Agreement with regard to the Annexation Property ("Annexation Agreement"). The Annexation Agreement is attached hereto as Exhibit "C" to this Resolution, but is not a part hereof and the Annexation Agreement may be amended prior to the final enactment of this Resolution in the manner provided in Section 4-415 of the Local Government Article of the Maryland Code.

Section 4. Zoning Classification. Petitioners requested that the Town apply the B-2 Shopping District zoning classification to the Annexation Property. Concurrently with the introduction of this Resolution, the Town Council introduced Ordinance Number \_\_\_\_\_ to accomplish this purpose and, as provided in Section 4-416 of the Local Government Article of the Code, requested that the Worcester County Council indicate its approval of the proposed zoning. If Ordinance Number \_\_\_\_\_ is not enacted before the effective date of this Resolution, or, if as enacted, it contains provisions that are deemed unacceptable to Petitioners, Petitioners, collectively,

shall be free to withdraw this request for annexation by written notice delivered to the Town Clerk before the effective date of this Resolution and this Resolution shall become null and void.

Section 5. Incorporation of Certain Exhibits. Exhibits A and B are incorporated into this Resolution and made a part of it.

Section 6. Public Hearing and Public Notice. The Town Council shall conduct a public hearing on this Resolution and upon Ordinance Number \_\_\_\_ on \_\_\_\_\_, 2018 at \_\_\_\_:\_\_\_\_ p.m. Prior to the hearing, the Town Clerk shall arrange for the publication of a legally sufficient notice of the hearing in the \_\_\_\_\_ two times at not less than weekly intervals, the date of publication of the last such notice to be at least 15 days prior to the date of the hearing. In addition, on the date of the first publication of the notice of the hearing, the Town Clerk shall notify the following persons or agencies of the hearing and shall provide them with a photocopy of the legal notice and this Resolution, including Exhibits:

- (a) the Worcester County Council;
- (b) the Worcester County Planning and Zoning Commission; and
- (c) the Maryland Department of Planning.

Section 7. Annexation Expenses. Petitioners shall reimburse the Town for all expenses incurred by the Town in connection with the annexation.

Section 8. Annexation Agreement. The Mayor is hereby authorized to execute on behalf of the Town an annexation agreement pertaining to the Annexation Property.

Section 9. Effective Date. This Resolution shall become effective 45 days after final enactment unless: (a) a petition for referendum has been filed prior thereto in accordance with Subtitle 4, Title 4 of the Local Government Article of the Code or (b) Petitioners withdraw their request for annexation pursuant to Section 4 of this Resolution. This Resolution shall be deemed "finally enacted" on the date on which the Mayor of the Town of Berlin indicates his approval of

this Resolution by signing it or when the Town Council overrides the Mayor's veto hereof in the manner specified in the Town Charter.

Purnell -  
Tyndall -  
Brittingham -  
Burrell -  
Gulyas -

I hereby certify that the above Resolution was passed by a yea and nay vote of the Council  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
\_\_\_\_\_, President

Delivered to the Mayor by me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Kelsey Jensen, Town Clerk

-----  
APPROVED:  
-----

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

\_\_\_\_\_  
Wm. Gee Williams, III, Mayor

EFFECTIVE DATE: \_\_\_\_\_, 2019.

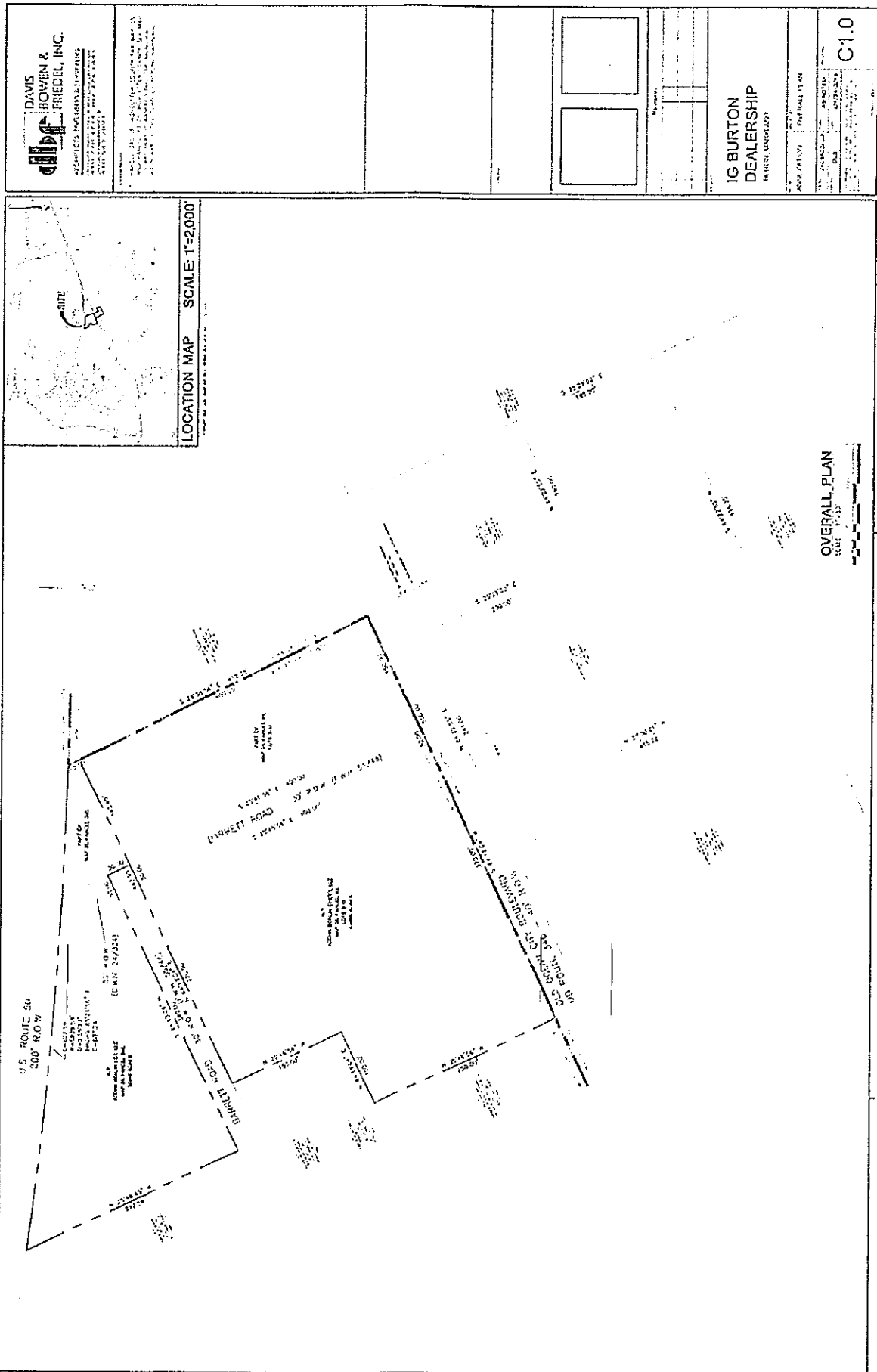


Exhibit A



**EXHIBIT B**

**ANNEXATION PROPERTY DESCRIPTION**

EXHIBIT C  
ANNEXATION AGREEMENT

I.G. Burton

Estimated Town of Berlin Real Property Taxes

|    |                                                                                                                                        |                    |
|----|----------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 1. | Account No. 03-014347<br>Map 25, Parcel 86, Lots 3-13<br>Assessed Value: \$1,944,800.00<br>$1,944,800 \div 100 = 19,448 \times 0.68 =$ | \$13,224.64        |
| 2. | Account No. 03-014355<br>Map 25, Parcel 395, 1.69 ac.<br>Assessed Value: \$190,100.00<br>$190,100 \div 100 = 1,901 \times 0.68 =$      | <u>\$1,292.68</u>  |
|    | TOTAL REAL PROPERTY TAX                                                                                                                | <u>\$14,517.32</u> |

## Real Property Data Search

## Search Result for WORCESTER COUNTY

[View Map](#)[View GroundRent Redemption](#)[View GroundRent Registration](#)**Tax Exempt:**  
**Exempt Class:****Special Tax Recapture:**  
**NONE**

Account Identifier: District - 03 Account Number - 014355

## Owner Information

|                  |                                 |                      |               |
|------------------|---------------------------------|----------------------|---------------|
| Owner Name:      | ACORN BERLIN LOT LLC            | Use:                 | COMMERCIAL    |
| Mailing Address: | 793 BAY RD<br>MILFORD DE 19963- | Principal Residence: | NO            |
|                  |                                 | Deed Reference:      | /07240/ 00125 |

## Location &amp; Structure Information

|                   |                                |                    |                                                            |
|-------------------|--------------------------------|--------------------|------------------------------------------------------------|
| Premises Address: | OCEAN GATEWAY<br>BERLIN 0-0000 | Legal Description: | 1.69 ACS<br>SW SIDE R-50<br>BARRETT BROTHERS LLC LD<br>SUR |
|-------------------|--------------------------------|--------------------|------------------------------------------------------------|

|      |       |         |               |              |          |        |      |                  |          |  |
|------|-------|---------|---------------|--------------|----------|--------|------|------------------|----------|--|
| Map: | Grid: | Parcel: | Sub District: | Subdivision: | Section: | Block: | Lot: | Assessment Year: | Plat No: |  |
| 0025 | 0004  | 0395    |               | 0000         |          |        |      | 2017             | 241/25   |  |

|                    |             |      |
|--------------------|-------------|------|
| Special Tax Areas: | Town:       | NONE |
|                    | Ad Valorem: |      |
|                    | Tax Class:  |      |

|                         |                         |                        |                    |            |
|-------------------------|-------------------------|------------------------|--------------------|------------|
| Primary Structure Built | Above Grade Living Area | Finished Basement Area | Property Land Area | County Use |
|                         |                         |                        | 1.6900 AC          |            |

|         |          |      |          |                |        |                       |
|---------|----------|------|----------|----------------|--------|-----------------------|
| Stories | Basement | Type | Exterior | Full/Half Bath | Garage | Last Major Renovation |
|---------|----------|------|----------|----------------|--------|-----------------------|

## Value Information

|                    | Base Value | Value      | Phase-in Assessments |            |
|--------------------|------------|------------|----------------------|------------|
|                    |            | As of      | As of                | As of      |
|                    |            | 01/01/2017 | 07/01/2018           | 07/01/2019 |
| Land:              | 109,800    | 190,100    |                      |            |
| Improvements       | 0          | 0          |                      |            |
| Total:             | 109,800    | 190,100    | 163,333              | 190,100    |
| Preferential Land: | 0          |            |                      | 0          |

## Transfer Information

|                                           |                          |                  |
|-------------------------------------------|--------------------------|------------------|
| Seller: MILL CREEK REAL ESTATE MANAGEMENT | Date: 06/27/2018         | Price: \$250,000 |
| Type: ARMS LENGTH VACANT                  | Deed1: /07240/ 00125     | Deed2:           |
| Seller: BARRETT BROTHERS LLC              | Date: 03/18/2015         | Price: \$200,000 |
| Type: ARMS LENGTH VACANT                  | Deed1: /06527/ 00001     | Deed2:           |
| Seller: BARRETT-BERLIN PARTNERSHIP        | Date: 06/29/2010         | Price: \$400,000 |
| Type: NON-ARMS LENGTH OTHER               | Deed1: SVH /06500/ 00336 | 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:**  
**Exempt Class:****Special Tax Recapture:**  
**NONE**

## Homestead Application Information

Homestead Application Status: No Application

| Homeowners' Tax Credit Application Information            |       |
|-----------------------------------------------------------|-------|
| Homeowners' Tax Credit Application Status: No Application | Date: |

## 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 - 03 Account Number - 014347

## Owner Information

|                  |                                 |                      |               |
|------------------|---------------------------------|----------------------|---------------|
| Owner Name:      | ACORN BERLIN CHEVY LLC          | Use:                 | COMMERCIAL    |
|                  |                                 | Principal Residence: | NO            |
| Mailing Address: | 793 BAY RD<br>MILFORD DE 19963- | Deed Reference:      | /07240/ 00115 |

## Location &amp; Structure Information

|                   |                                               |                    |                                                                         |
|-------------------|-----------------------------------------------|--------------------|-------------------------------------------------------------------------|
| Premises Address: | 10419 OLD OCEAN<br>CITY BLVD<br>BERLIN 0-0000 | Legal Description: | LOTS 3-13 & BACK LOT<br>N SIDE R-346<br>BARRETT CHEVROLET INC LD<br>SUR |
|-------------------|-----------------------------------------------|--------------------|-------------------------------------------------------------------------|

|      |       |         |               |              |          |        |      |                  |          |           |
|------|-------|---------|---------------|--------------|----------|--------|------|------------------|----------|-----------|
| Map: | Grid: | Parcel: | Sub District: | Subdivision: | Section: | Block: | Lot: | Assessment Year: | Plat No: | Plat Ref: |
| 0025 | 0004  | 0086    |               | 0000         |          |        |      | 2017             | 241/     | 25        |

|                    |             |      |
|--------------------|-------------|------|
| Special Tax Areas: | Town:       | NONE |
|                    | Ad Valorem: |      |
|                    | Tax Class:  |      |

|                         |                         |                        |                    |            |
|-------------------------|-------------------------|------------------------|--------------------|------------|
| Primary Structure Built | Above Grade Living Area | Finished Basement Area | Property Land Area | County Use |
| 1984                    | 20,130 SF               |                        | 4.4000 AC          |            |

|         |          |                |          |                |        |                       |
|---------|----------|----------------|----------|----------------|--------|-----------------------|
| Stories | Basement | Type           | Exterior | Full/Half Bath | Garage | Last Major Renovation |
|         |          | SERVICE GARAGE |          |                |        |                       |

## Value &amp; Taxable

|                    | Base Value | Value As of 01/01/2017 | Phase-in Assessments As of 07/01/2018 | As of 07/01/2019 |
|--------------------|------------|------------------------|---------------------------------------|------------------|
| Land:              | 669,000    | 1,320,000              |                                       |                  |
| Improvements       | 451,400    | 624,800                |                                       |                  |
| Total:             | 1,120,400  | 1,944,800              | 1,670,000                             | 1,944,800        |
| Preferential Land: | 0          |                        |                                       | 0                |

## Transfer Information

|                                           |                          |                    |
|-------------------------------------------|--------------------------|--------------------|
| Seller: MILL CREEK REAL ESTATE MANAGEMENT | Date: 05/27/2018         | Price: \$2,000,000 |
| Type: ARMS LENGTH IMPROVED                | Deed1: /07240/ 00115     | Deed2:             |
| Seller: BARRETT CHEVROLET INC             | Date: 03/18/2015         | Price: \$2,000,000 |
| Type: ARMS LENGTH IMPROVED                | Deed1: /06527/ 00001     | Deed2:             |
| Seller: LOUIS J HICKMAN INC               | Date: 05/28/1958         | Price: \$0         |
| Type: NON-ARMS LENGTH OTHER               | Deed1: RHO /01996/ 00494 | 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

---

**Homestead Application Status: No Application**

---

## Homeowners' Tax Credit Application Information

---

**Homeowners' Tax Credit Application Status: No Application**  
**Date:**

---



I.G. Burton

# Worcester County, Maryland

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

Enter terms then hit Search...

## REAL PROPERTY TAX

### ANNUAL TAX BILLS

Annual bills are mailed each July, with a six-month new construction billing each January. A discount of 0.5% of the County tax is allowed for payments made in the month of July. The tax bill becomes delinquent on October 1st and is subject to interest at the rate of 1% per month until paid.

### SEMI-ANNUAL PAYMENT OPTION

If your property is your principal residence, state legislation allows the payment of property tax bills on a semi-annual basis. State legislation also allows semi-annual payments for businesses with taxes not exceeding \$100,000. The first installment becomes delinquent on October 1st. The second semi-annual payment is due December 1. Interest begins January 1.

### COUNTY TAX RATE

The current County tax rate is \$0.835 per \$100 of assessed value.

### STATE TAX RATE

Worcester County collects the Real Property Tax for the State of Maryland on properties located in Worcester County. The current State of Maryland tax rate is \$0.112 per \$100 of assessed value.

### TOWN TAX RATE

Worcester County collects the Real Property Tax for the towns of Berlin, Snow Hill, Pocomoke, and Ocean City. The current Berlin town tax rate is \$0.68 per \$100 of assessed value. The current Snow Hill town tax rate is \$0.86 per \$100 of assessed value. The Pocomoke town tax rate is \$0.9375 per \$100 of assessed value for owner occupied property and

value.

## TAX PAYMENTS

Tax payments may be made in cash or by check made payable to Worcester County. Payments may be made at the Office of the Treasurer or mailed to Worcester County, P.O. Box 248, Snow Hill, MD 21863. To pay by credit card [CLICK HERE](#). A convenience fee is charged by Official Payments.

## UNPAID TAXES

Properties are subject to sale for delinquent taxes that remain unpaid. An annual tax sale is conducted each year to collect delinquent taxes.

## HOMEOWNER'S TAX CREDIT

Homeowners, regardless of age, may be entitled to a credit against their tax on the dwelling which is their principal residence. The amount of the credit is determined by the household income and the taxes levied on the home. A homeowner must apply for the credit each year, no later than September 1. You may obtain an application or additional information by calling 1-800-944-7403.

## HOMESTEAD TAX CREDIT

A credit is granted to owner occupied residential properties for annual assessment increases over a certain percentage. If eligible, the bill reflects this credit.

## DISABLED VETERAN EXEMPTION

There is a complete exemption from real property taxes on the dwelling owned by veterans or their surviving spouses where there is a service connected disability which is 100% disabling and permanent in character. For further information call the local Assessment Office at 410-632-1196.

## TREASURER'S OFFICE

- Department Homepage
- Financial Reports/Audits
- ▼ Services
  - Deed Validation
  - Motor Vehicle Registration

## ▼ Taxes ▲

- Deed Transfer Recordation
- Business Personal Property Tax
- Excess Proceeds
- Food and Beverage Tax
- Real Property Tax
- Room Tax
- Tax Ditch
- Tax Sales
- Trailer Park Excise Tax

## DEPARTMENTS

- Animal Control
- Board of Elections
- County Commissioners
- Development Review & Permitting
- Economic Development
- Emergency Services
- Environmental Programs
- Fire Marshal's Office
- Human Resources
- Information Technology
- Jail
- Liquor Control
- Public Works
- Recreation and Parks
- Sheriff's Office
- State's Attorney
- Tourism
- Treasurer's Office

## THE HISTORY OF WORCESTER COUNTY, MD

Worcester County is the easternmost county within the state of Maryland (view interactive map). Our county seat is the town of Snow Hill. The county was named for Mary Arundel, the wife of Sir John Somerset, a son of Henry Somerset, 1st Marquess of Worcester. She was the sister of Anne Arundel (for whom Anne Arundel County was named), wife of Cecil Calvert, the first Proprietor and Proprietary Governor of the Province of Maryland.

Worcester County is included in the Salisbury, MD-DE Metropolitan Statistical Area. The county includes the entire length of the state's ocean coast and borders the Sinepuxent Bay, Assawoman Bay and Assateague Channel and Bay between the sand barrier islands of Assateague Island and Chincoteague Island. It is home to the popular vacation resort area of Ocean City, founded in 1875, as well as wild habitats on the wilderness areas on Assateague Island and in the Pocomoke River and Swamp.





# PROPOSED ANNEXATION - TOWN OF BERLIN

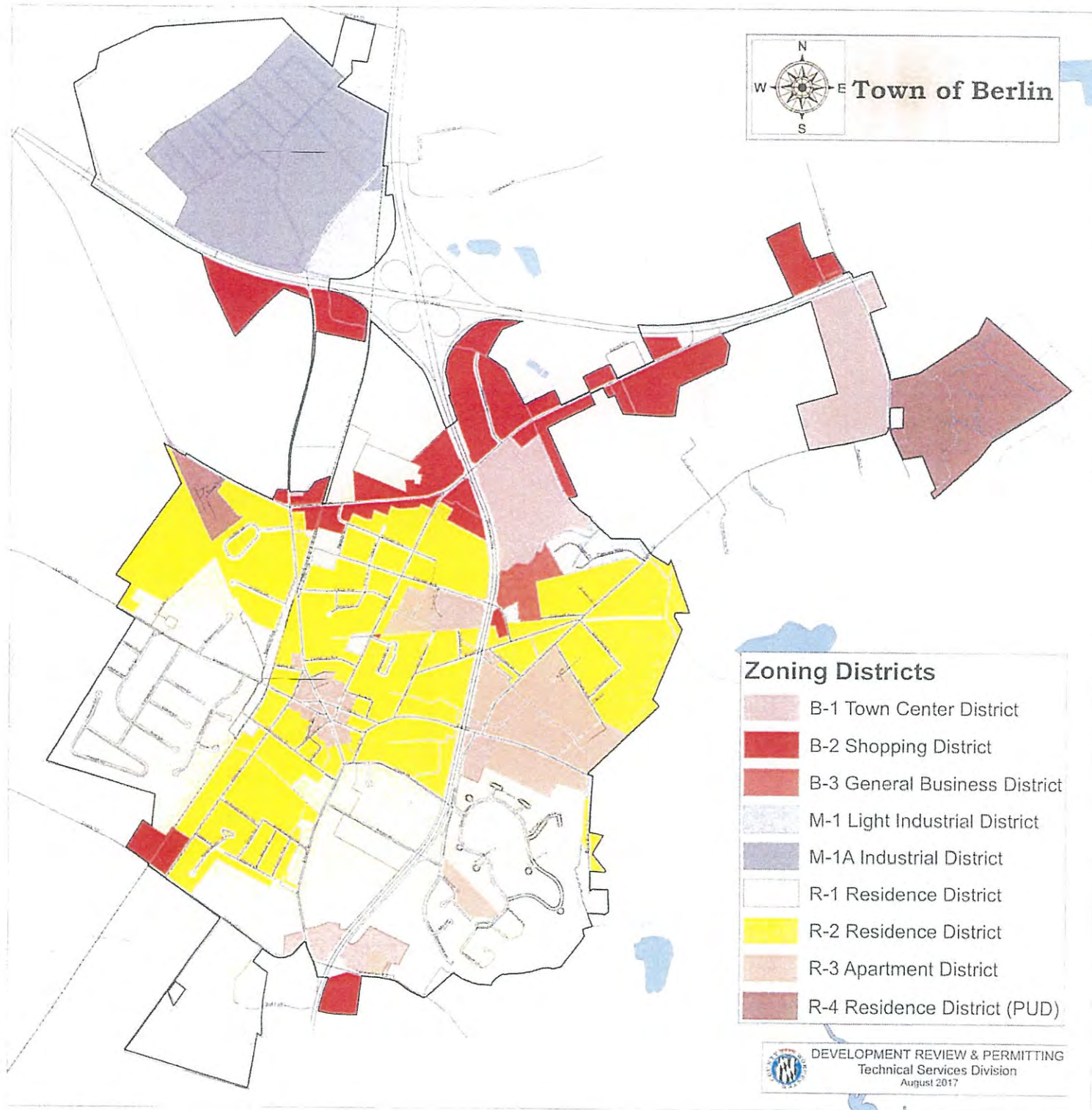
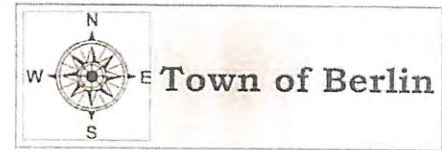
Tax Map 25, Parcel 395 and Parcel 86, Lots 3-13

DEPARTMENT OF DEVELOPMENT REVIEW & PERMITTING










Technical Services Division - May 2018

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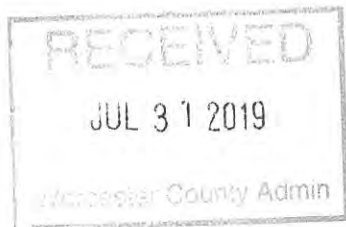
### Zoning Districts

-  B-1 Town Center District
-  B-2 Shopping District
-  B-3 General Business District
-  M-1 Light Industrial District
-  M-1A Industrial District
-  R-1 Residence District
-  R-2 Residence District
-  R-3 Apartment District
-  R-4 Residence District (PUD)



DEVELOPMENT REVIEW & PERMITTING  
Technical Services Division  
August 2017





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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: Edward A. Tudor, Director *EAT*  
DATE: July 31, 2019  
RE: Request for Proposals - Nuisance Abatement - 5492 and 5496 Stockton Road -

\*\*\*\*\*

Late last year the County Commissioners issued Nuisance Abatement Order #18-3 for the above referenced properties. Based on conversations with the property owners, the Department was certain that they did not have the resources to remove the two structures for which the order was issued. In order to assist with the situation, we contacted the Stockton Fire Company to see if they could be of assistance but were unable to get a firm response. Shortly thereafter, we were contacted by an individual that had an interest in acquiring the properties in return for cleaning them up. Unfortunately, those discussions with the property owners did not come to fruition. As a result, I believe we must move forward with the demolition by a contractor. Therefore, I have drafted the attached documents. I respectfully request the County Commissioners' review and approval of the Request for Proposals, Notice to Bidders and Contractors List for the demolition and removal of the structures.

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

Attachment

cc: Jennifer Keener, Zoning Administrator  
Lisa Wilkens, Zoning Inspector

Worcester County Maryland  
Request For Proposal  
Building/Structure Demolition

Location of Work: 5492 and 5496 Stockton Road, Stockton, Maryland 21864

Worcester County Contract: Nuisance Abatement Order #18-3

Proposal Due: August 23, 2019

1. Description of Work

- a. The structures at the above location will be demolished and completely removed from the property. The structures are not occupied and have been declared by the Commissioners of Worcester County to be a public nuisance. The demolition includes the removal of the entire structures and their contents, proper disposal of all material and debris, the cutting and disposal of all vegetation to allow access, and the restoration of the site.

2. Scope of Work

a. Hazardous Materials Survey

- i. Conduct a hazardous materials survey of the structure and property. The survey must be conducted by an approved vendor, licensed by the State of Maryland. Results of the survey are to be provided to Worcester County prior to demolition activities.
- ii. Removal of any asbestos or other hazardous substances identified in the survey shall be completed by a licensed contractor in accordance with State and Federal Regulations.
- iii. The cost of any identified hazardous material may be considered a change order to the original cost of the contract. Prior approval of the change order must be completed, in writing, with Worcester County. Any

hazardous material removal in excess of \$10,000 requires at least three proposals from licensed contractors.

b. Rodents, Pests and Animals

- i. Inspect the structure and contents to the extent possible for rodents, pests and animals prior to any site demolition.
- ii. Extract any Rodent, Pests or Animals by appropriate means prior to demolition activities.

c. Work areas, Adjacent Properties and Access

- i. Establish safe work areas for demolition operations.
- ii. Secure agreements with adjacent property owners if necessary to carry out the demolition.
- iii. Establish loading and hauling routes with State and County agencies and conduct traffic control if required.
- iv. Post and barricade work area to assure safety. The contractor shall provide, erect and maintain at all times suitable barricades, fences, signs or other adequate protection (including danger lights, area lights, signals, watchmen) as may be necessary to ensure site safety.
- v. The Contractor shall supply sanitary facilities for site use by workers. All facilities shall be maintained and comply with local State health standards.

d. Permits

- i. Secure all necessary permits or certificates required to complete the demolition in accordance with Federal, State and Local jurisdictions.
- ii. Permits include – but not limited to:
  1. Worcester County Demolition Permit in cooperation with the County. (No fee will be required.)
  2. Worcester County Sediment and Erosion Control if area disturbed for demolition exceeds 5000 Square feet.

3. Maryland Department of Environment Notification of Intent to Demolish (800-633-6101).

e. Utility Services

- i. Coordinate the safe removal of all utilities that serve the structure, including electric, phone, cable television, sewer and water by the appropriate utility company.
- ii. Secure and maintain an updated Miss Utility ticket.
- iii. All utilities and piping to be cut off and capped before entering the building to be completed prior to demolition.

f. Demolition

- i. Demolish designated structure/s, including all foundations, footings, slab, below and above grade components and related appurtenances. Crush and fill septic tanks identified onsite by County personnel.
- ii. Execute all demolition work in a safe, orderly manner. Barricade site and cover as necessary to protect all pedestrians, workmen and adjacent properties. Control dusting associated with the demolition.
- iii. Avoid encroachment on adjacent properties. Contact all adjacent property owners prior to demolition. If encroachment is required to safely execute work, complete agreement in writing with adjacent owners and provide to County prior to site demolition work. The demolition contractor shall repair any damage to adjoining properties, buildings, vehicles, buildings, landscaping, soils, etc. resulting from the demolition or demolition operations.
- iv. Provide, if necessary, erosion and sediment control measures.
- v. In the case of wells present, County Environmental Programs will identify for closure to be provided by a licensed well installation contractor.

g. Restoration of Site

- i. Backfill any excavated and below exterior grade area as a result of the demolition.

- ii. Provide and place clean AASHTO A-2-4 backfill material as required to level site.
  - iii. Areas damaged and disturbed by the demolition shall be re-seeded with appropriate ground cover and covered with straw. Backfill shall be stabilized.
- h. Disposal
  - i. All demolition material, branches, vegetation, trash and debris shall become the property of the Contractor and be promptly removed from site. Contractors shall not be permitted to bury, store, stage or allow debris to accumulate at site. Any salvage operation is not permitted to continue at site beyond building demolition.
  - ii. Transport demolition waste materials from the site and dispose of at a legal offsite disposal area. Provide documentation of disposal in a legal landfill or recycler. Documentation of proper disposal will be required to release final payment of funds.
  - iii. On completion of the demolition, the property and adjacent areas shall be neat and clean to the satisfaction of the Project Manager, County and State inspectors.

### 3. Schedule of Work

- a. Work will proceed when released by Worcester County. Proposals shall include contractor's first available date for work at site.
- b. All work shall be scheduled between the hours of 7:00 am and 8:00 pm on weekdays and 9:00 am to 8:00 pm weekends.

### 4. Proposal Requirements

- a. Pricing shall be proposed as lump sum for the entire project. Hazardous material investigation shall be included with the lump sum proposal. Actual hazardous material abatement costs shall be identified and submitted as a change order for approval by the Commissioners of Worcester County Maryland, if required.
- b. A separate contract with Worcester County may be required prior to the completion of this work.
- c. Proof of Insurance is required to be provided and accepted by Worcester County.

- d. The proposals will be evaluated and awarded based on best overall value. Worcester County reserves the option to reject any and all proposals.
- e. By submitting a proposal, the Contractor acknowledges that they have investigated the work and all conditions affecting the work, including but not limited to physical conditions of the site, access to water, electric and other utilities, the character and quantity of all surface and subsurface materials or obstacles to be encountered. Failure to adequately investigate the work will not relieve the responsibility to successfully perform the work.
- f. Discrepancies and incomplete information requests shall be submitted to Worcester County by the contractor prior to the proposal due date.
- g. Contractors must be licensed in the State of Maryland to perform the services requested. Contractors may be required to provide proof of experience and references at the request of Worcester County.
- h. Payment shall be governed by the award amount. Worcester County will not pay for incomplete work. 10% retention will be held until final disposal documentation and final release of liens is provided to Worcester County.
- i. Proposals are requested by 1:00 pm Friday August 23, 2019 provided to Worcester County Administration, One West Market Street – Room 1103, Snow Hill, Md. 21863. Proposals shall be submitted in a sealed envelope which must be marked in the lower left hand corner as follows: Bid for Demolition 5492 and 5496 Stockton Road. Proposals must include any exceptions pertaining to this scope of work. Complete and return the attached bid form by the proposal due date.



\_\_\_\_\_  
(NAME OF COMPANY)

submits this proposal for the following project:

**Building/Structure Demolition for:**

**Location: 5492 and 5496 Stockton Road, Stockton, Maryland 21864**

**A. Proposal Pricing**

**Lump Sum Scope of Work – Inspections, Demolition, Disposal, Restoration**

\$ \_\_\_\_\_

**List Exceptions to the Scope of Work** \_\_\_\_\_

**B. Addendum Acknowledgement**

**Addendum #** \_\_\_\_\_ **- Signature** \_\_\_\_\_

**C. Maryland Licensed Material Inspection Contractor**

**Company Name:** \_\_\_\_\_

**Company Contact:** \_\_\_\_\_

**MD License:** \_\_\_\_\_

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

**D. Bid must be signed to be considered**

**Date** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

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

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

**Telephone:** \_\_\_\_\_

**MD License:** \_\_\_\_\_

## **Worcester County RFP**

**Provide Demolition Services for 13412 Madison Ave., Ocean City Maryland  
21842**

|                                                                                                                                                       |                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Absolute Demolition</b><br>PO Box 662<br>Ocean City, MD 21843<br><br><b>Bryant Bunting</b><br>P: 410-289-9900<br>absolutedemolition@comcast.net    | <b>Miller's Land Service, Inc.</b><br>11076 Stewart Neck Road<br>Princess Anne, Maryland 21853<br><br><b>Ryan Miller</b><br>P: 443-783-2018<br>f: 410-651-0831<br>rsmiller.mls@gmail.com |
| <b>Bennett Construction</b><br>518 S. Camden Avenue<br>Fruitland, MD 21826<br><br><b>Bruce Giordano</b><br>410-749-3116<br>bruce@bennettcompanies.com | <b>Scrimgeor's Farm All, LLC</b><br>5728 George Island Landing Road<br>Stockton, MD 21864<br><br><b>Harold Scrimgeour</b><br>P:410-3-632-0553<br>f: 410-632-2170<br>hscrimg@comcast.net  |
| <b>Beauchamp Construction</b><br>PO Box 389 – 900 Clarke Avenue<br>Pocomoke, MD 21851<br><br><b>Tom Beauchamp</b><br>410-957-1100<br>tom@bbcs.net     |                                                                                                                                                                                          |



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

OFFICE OF THE  
COUNTY COMMISSIONERS

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

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

*Received!*

November 13, 2018

Donald and Lucy Redden  
Grace Tabernacle of Deliverance Church, Inc.  
301 W. 8<sup>th</sup> Street  
Laurel, DE 19956-1313

BY REGULAR MAIL AND CERTIFIED MAIL

### Nuisance Abatement Order #18-3

You are hereby notified pursuant to Section 1-102 of the Public Health Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners of Worcester County have ordered that you abate the nuisance condition which exists on property owned by you located at 5492 and 5496 Stockton Road, Stockton, Maryland 21864, and identified on Worcester County Tax Map 86 as Parcel 134. The precise nature of the nuisance, as determined by the County Commissioners, being the uncontrolled growth of grass, weeds or other rank vegetation to a height exceeding one foot, and the unattended and uninhabitable dilapidated structures on your property which are beyond reasonable hope of rehabilitation or restoration, which constitutes a nuisance under the provisions of Subsections PH 1-101(a)(1) and (11) of the County Code. A copy of the law is enclosed for your reference.

**You are hereby ordered to abate such nuisance by December 15, 2018.** Should you wish a hearing on the matter you must sign and deliver the enclosed request for a hearing to the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland, 21863-1195, **not later than fifteen (15) days from your receipt of this letter.**

Should you wish technical assistance with regard to the abatement of the nuisance you may contact Lisa Wilkens, Zoning Inspector, at the Worcester County Department of Development Review & Permitting at (410) 632-1200, extension 1135.

For the County Commissioners

*Harold L. Higgins*

Harold L. Higgins  
Chief Administrative Officer

cc: Edward A. Tudor, Director of Development Review & Permitting  
Jennifer Keener, Zoning Administrator, DRP  
Lisa Wilkens, Zoning Inspector, DRP  
Phil Thompson, Finance Officer  
KS/Misc/Nuisance Abatement 18-3

*Citizens and Government Working Together*



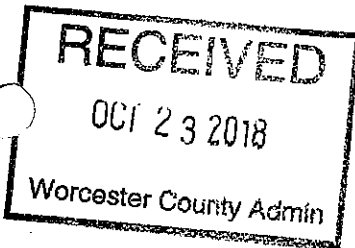
DEPARTMENT OF  
DEVELOPMENT REVIEW AND PERMITTING

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1201  
SNOW HILL, MARYLAND 21863  
TEL: 410-632-1200 / FAX: 410-632-3008  
[www.co.worcester.md.us/drp/drpindex.htm](http://www.co.worcester.md.us/drp/drpindex.htm)

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION



MEMORANDUM

**APPROVED**

Worcester County Commissioners

Date HA 11/7/18

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Edward A. Tudor, Director *EAT*  
DATE: October 23, 2018  
RE: Request for Nuisance Abatement - 5492 and 5496 Stockton Road -  
Tax Map 86, Parcel 134

\*\*\*\*\*

The purpose of this memo is to request the County Commissioners' assistance in the abatement of nuisance conditions on the above referenced property. The Department received and investigated a complaint relative to the condition of the two structures on the property and the overgrowth of vegetation. The property contains two separate structures. The structure at 5492 Stockton Road previously served as the parsonage of the former church located on the same property, at 5496 Stockton Road. Both structures have significant problems with their roofs, as evidenced by the attached pictures, and the entire property, including the cemetery, is overgrown.

Building Inspector Seth Nelson contacted the property owner, Grace Tabernacle of Deliverance Church, Inc. and spoke to the representatives, Donald and Lucy Redden of Laurel, Delaware. As indicated by the attached email from Mrs. Redden, her husband served as the church's pastor and has been very ill. She stated that because of both their poor health and their age, they do not have the financial means to do anything with the property. They have also been unsuccessful in selling the property.

While pursuant to § PH 1-101(a)(1)B the Department could pursue the overgrowth of the vegetation without the County Commissioners' assistance at this time, I recommend that it instead be made part of the overall abatement should the County Commissioners find the structures to be ramshackled or decayed and beyond reasonable hope of rehabilitation or restoration pursuant to § PH 1-101(a)(11).

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

Attachment

cc: Seth Nelson, Building 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.

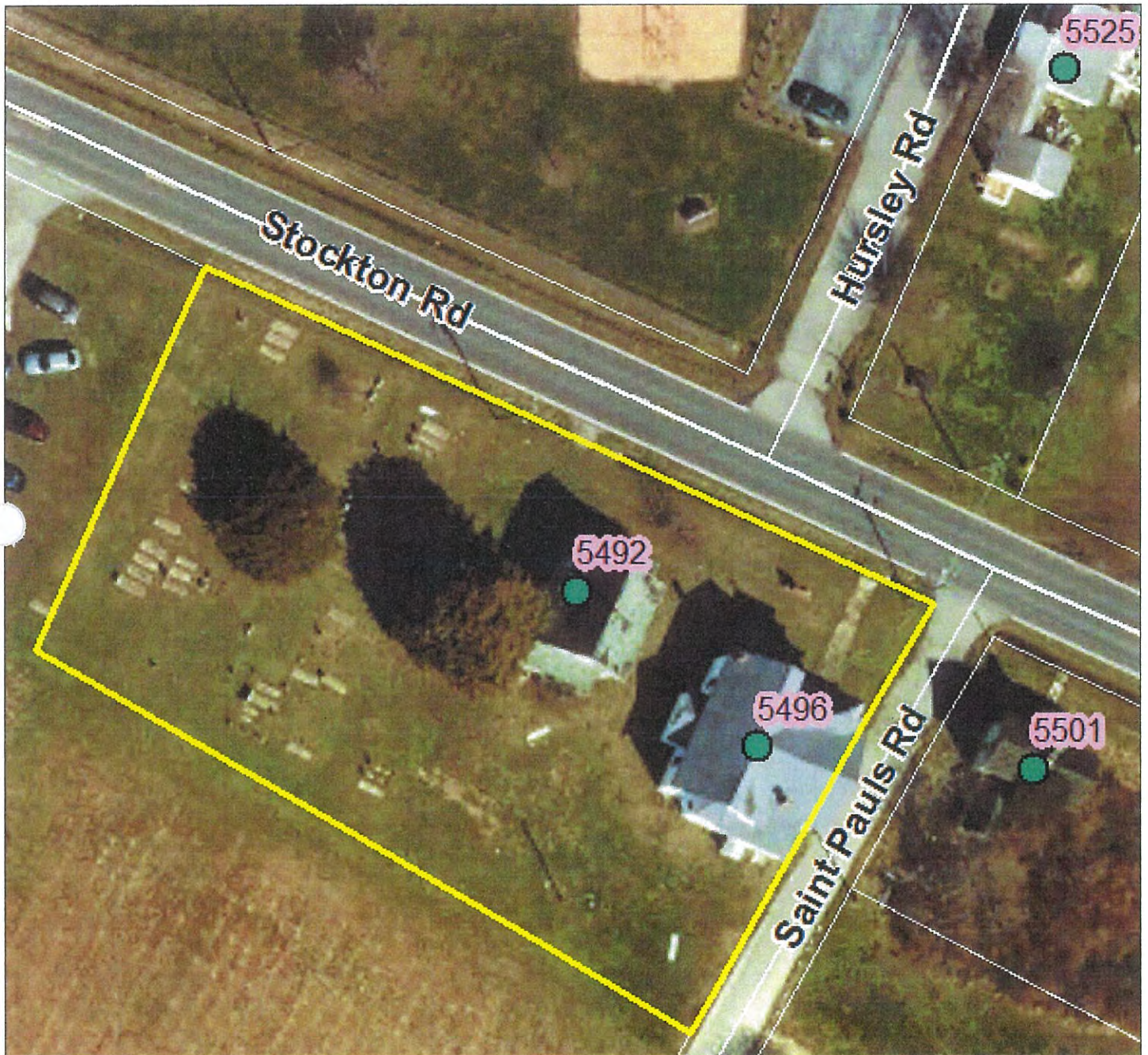
- (e) Cost of abatement. Any actual costs incurred by the County in removing, abating or otherwise remedying any nuisance as herein prescribed, including reasonable attorney's fees, shall be charged to the owner of the land on which the nuisance existed as well as all subjects of the civil infraction 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]



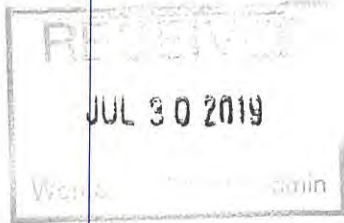
5492 and 5496 Stockton Road—Account ID No. 24-08— 0005184

Tax Map 86, Parcel 134

Picture taken in March 2016







17

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

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

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

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

**DIVISIONS**

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

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

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

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

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

**MEMORANDUM**

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E., Director *JHT*  
**DATE:** July 29, 2019  
**SUBJECT:** Replacement of Six (6) – 20 CU. YD Recycling Containers  
.....

The Department of Public Works is requesting authorization to solicit bids for the purchase of six (6) replacement 20 Cubic Yard Recycling Containers to be utilized for homeowner use at the Homeowner Convenience Centers.

Attached for your review and approval are the Notice to Bidders, Bid Specifications, Bid Form and Vendor's List. Funds to purchase this equipment were approved in the amount of \$45,000 in the FY2019-2020 budget from account 9010.060.

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

Attachments

cc: Mike Mitchell, Solid Waste Superintendent  
Mike McClung, Recycling Manager



# DRAFT

## NOTICE TO BIDDERS

### **Purchase of Six (6) 20 Cubic YD Recycling Containers Worcester County, Maryland**

The Worcester County Commissioners are currently accepting bids for the purchase of **Six (6) 20 Cubic YD Recycling Containers** to be used throughout Worcester County. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863-1072. Sealed bids will be accepted until 1:00 p.m., Monday, August 26, 2019, in the Office of the County Commissioners at the above address. Envelopes shall be marked "**Six (6) 20 Cubic YD Recycling Containers**" in the lower left-hand corner. After opening, bids will be forwarded to the Public Works Department 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: Michael Mitchell, Solid Waste Superintendent at (410) 632-3177.

## **Bid Specifications**

Bid Specifications for:

### **Six (6) 20 Cubic YD Recycling Containers**

|                |                                 |
|----------------|---------------------------------|
| Floor:         | 3/16" - 2 pc - 22' long         |
| Understructure | 3" channel, 16 apart            |
| Rails:         | 2" X 6" X 1/4 Structural Tubing |
| Hook:          | 1 1/2 Plate Burnout             |

Compatible w/Inside rail Dempster Understructure

|                          |                                           |
|--------------------------|-------------------------------------------|
| Wheels:                  | 8" OD - Rear 10" long - non-rolling       |
| Upper wall construction: | 12GA material                             |
| Top Refuse Rail:         | 3" X 4" X 7GA Structure Tubing            |
| Side Post:               | 2 1/2" X 5 1/2" 4 way bend on 24" Centers |
| Rear Corner Post:        | 3 1/2" X 7" X 7GA                         |

|                                                            |                                                  |
|------------------------------------------------------------|--------------------------------------------------|
| Tailgate Sheet:                                            | 10GA Material Single Gate                        |
| Vertical Tailgate Post:                                    | 3" X 4" X 7GA Structure Tubing                   |
| Tailgate Supported with Side Stiffener on Hinge Side Latch |                                                  |
| System:                                                    | Up Lift                                          |
| Hinge:                                                     | Two Machine Type with Grease Fittings            |
| Roof:                                                      | Formed - 12GA Peak 24" High with inside supports |
| 6 Doors:                                                   | 30" X 30" High Impact Sliding Type               |

Prime with Rust Inhibitive

Painted Solid Green color with Alkyd Enamel - scratch resistant

**No Dividers needed**

The price or prices quoted shall include all transportation charges to (address at destination).

Purchaser desires delivery to be completed within 90 days from date of award. Bidder certifies delivery will be completed in 120 days from date of award.

Awards will be made on the best value offered. Clauses requiring specific guarantees to cover parts delivery, total repairs, and resale value may be included. The quality of the articles to be supplied, their conformity with the specifications, their suitability to requirements, delivery terms and guarantee clauses shall be taken into consideration.

The purchaser reserves the right to reject any or all bids, waive any informality in bids and accept in whole or in such bid or bids as may be deemed in the best interest of the purchaser.

#### **APPROVED EQUALS**

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

**Bid Form**

I have reviewed the specifications and provisions for furnishing

**Six (6) 20 Cubic YD Recycling Containers** and understand the said requirements.

I hereby propose to furnish **Six (6) 20 Cubic YD Recycling Containers** as follows:

Delivered to: Department of Public Works - Solid Waste Division  
7091 Central Site Lane, Newark, Maryland, 21841

Total Delivered Price Per Unit for Recycling Containers: \$\_\_\_\_\_

Total Bid Price: \$\_\_\_\_\_

Described units will be delivered within \_\_\_\_ calendar days from receipt of written order.

**BID MUST BE SIGNED TO BE VALID.**

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

Signature:\_\_\_\_\_

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

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

Firm:\_\_\_\_\_

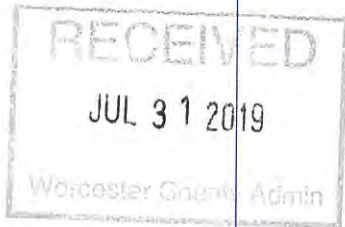
Address:\_\_\_\_\_

\_\_\_\_\_

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

## VENDORS LIST

- 1 - Buck's Fabricating  
3547 Perry Hwy.  
Hadley, PA 16130  
724-253-3322  
724-253-3863 (Fax)  
[IWoody@bucksfab.com](mailto:IWoody@bucksfab.com)
- 2 - Mid-Atlantic Waste Systems  
10641 Cordova Rd.  
Easton, MD 21601  
410-820-7188  
410-820-9275 (Fax)  
[Imason@mawaste.com](mailto:Imason@mawaste.com)
- 3 - Bakers Waste Equipment Inc.  
Pat Lundergan  
Mid-Atlantic Territory Sales Manager  
C: 828-726-7247  
O: 800-221-4153  
[plundergan@bwe-nc.com](mailto:plundergan@bwe-nc.com)  
[www.bwe-nc.com](http://www.bwe-nc.com)
- 4 - Thompson Fab. Inc.  
Ted Ohlin  
Sales Representative  
P.O. Box 432  
60 Council Ave.  
Wheatland, PA 16161  
[ted@thompsonfab.com](mailto:ted@thompsonfab.com)
- 5 - Mobile Container Service  
1047 River Ridge Rd.  
Danville, VA 24541  
434-685-4455  
434-685-2422 (Fax)  
[Gailmobilecontainer@yahoo.com](mailto:Gailmobilecontainer@yahoo.com)
- 6- Wastequip  
1901 Roxborough Rd. - Suite 300  
Charlotte, NC 28211  
877-468-9278  
[sales@wastequip.com](mailto:sales@wastequip.com)



18

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

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

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

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

**MEMORANDUM**

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E., Director   
**DATE:** July 31, 2019  
**SUBJECT:** Methane Gas Investigation – Central Landfill Facility, Cell 5  
.....

**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

During our quarterly gas sampling events in February and May of 2019, there were exceedances above the lower explosive limit (LEL) of methane concentrations observed at the monitoring probes along the southerly perimeter of Cell 5. These exceedances are not in an area where we are actively landfilling trash at this time and we therefore do not believe that the source of the methane to be from our activities. MDE has required and EA Engineering, Science and Technology (EA) has submitted a gas sampling plan which has recently received their (MDE) approval to move forward with the attempt to identify the source of methane in the soils in this area.

Attached is a proposal in the amount of \$7,641.94 from EA to perform the gas sampling during the regularly scheduled August event. I would respectfully request that the County Commissioners review and approve this effort.

Should you have any questions in the mean time, please do not hesitate to contact me.

Attachment

cc:  
Mike Mitchell, Solid Waste Superintendent  
Jessica Wilson, CPA, Enterprise Fund Controller





EA Engineering, Science, and Technology, Inc., PBC

225 Schilling Circle, Suite 400  
Hunt Valley, MD 21031  
Telephone: 410-584-7000  
Fax: 410-771-1625  
[www.eaest.com](http://www.eaest.com)

30 July 2019

Mr. John H. Tustin, P.E., Director  
Worcester County Department of Public Works  
6113 Timmons Road  
Snow Hill, Maryland 21863

RE: Central Landfill Gas Monitoring  
Semi-Annual Monitoring Report

Dear Mr. Tustin:

In February and May 2019, EA personnel conducted the first and second quarter monitoring events at the Central Landfill Facility for the 2019 calendar year monitoring period. The results of the sampling and landfill gas (LFG) monitoring are presented in the enclosed report.

There were methane exceedances above the lower explosive limit (LEL) in four of the nine newly constructed Cell 5 gas monitoring probes. There were no exceedances of methane above the LEL at the site in any other LFG monitoring probes for the two quarterly events.

The required quarterly monitoring will be performed again in August and November 2019. In addition, LFG monitoring will be conducted concurrently with monitoring at the Pocomoke, Snow Hill, and Berlin Sanitary Landfill Facilities.

One copy of the report will be sent to the Maryland Department of the Environment, along with a CD containing a PDF of the report, in accordance with your Refuse Disposal Permit No. 2012-WMF-0663. If there are any questions regarding the data contained in the report or their interpretations, please do not hesitate to call.

Sincerely,

EA Engineering, Science, and Technology, Inc., PBC

Laura Jo Oakes, P.E.  
Task Manager

Enclosures

cc: Ed Dexter (MDE)  
Geoff Tizard, P.E. (EA)  
Darl Kolar, P.E. (EA)

**Semi-Annual  
Landfill Gas Monitoring Report  
Worcester County Central Landfill Facility  
Newark, Maryland**

**Landfill Permit No. 2012-WMF-0063**

*Prepared for*

Worcester County Department of Public Works  
6113 Timmons Road  
Snow Hill, Maryland 20863

*Prepared by*

EA Engineering, Science, and Technology, Inc., PBC  
225 Schilling Circle, Suite 400  
Hunt Valley, Maryland 21031  
(410) 584-7000

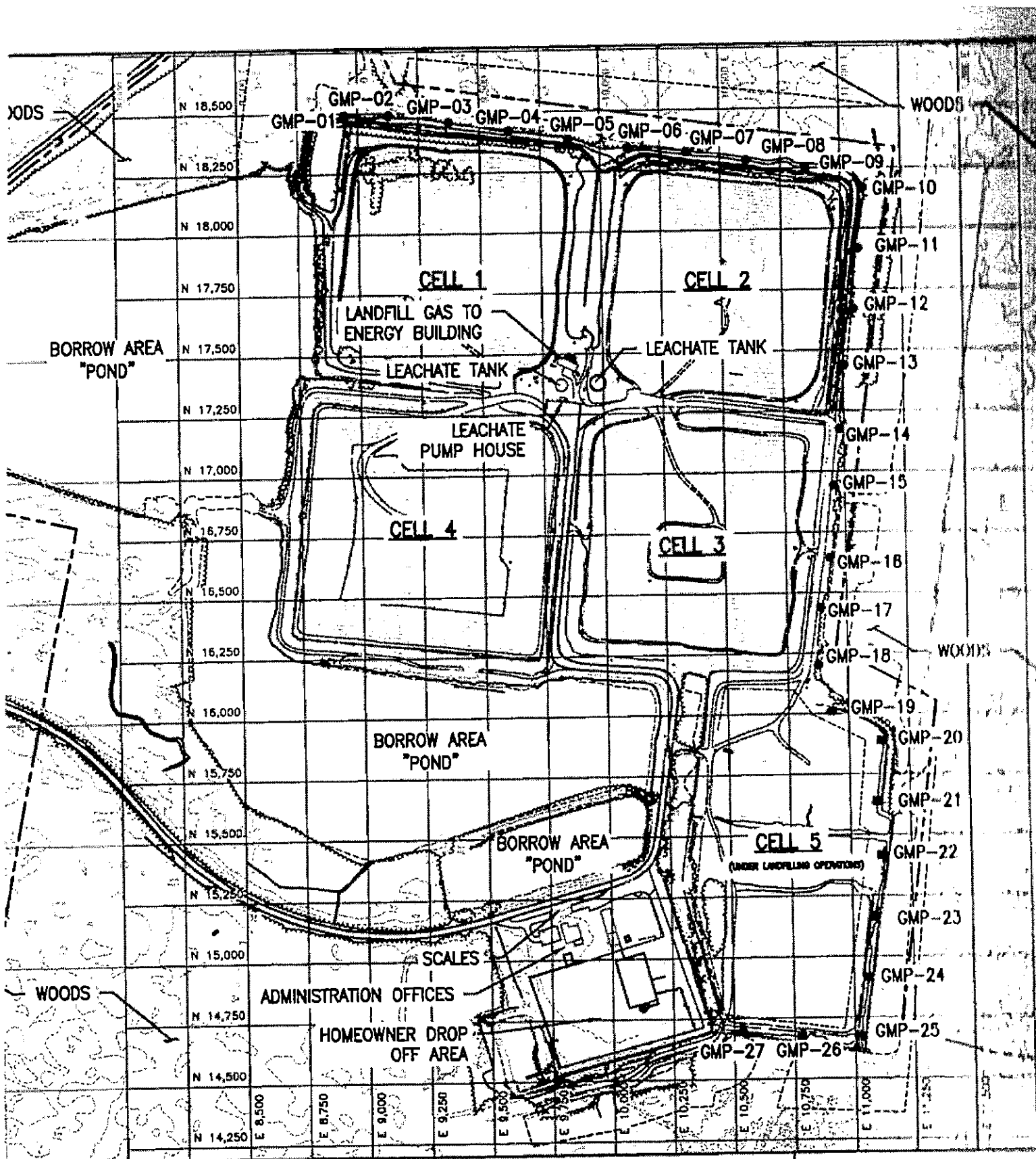
July 2019  
EA Project No. 10609.32

## 5. SUMMARY OF LANDFILL GAS MONITORING RESULTS

Quarterly LFG monitoring indicated that methane was detected above the LEL at the recently installed probes GP-26 (23.1 percent methane by volume) and GP-27 (19.2 percent methane by volume) during the February 2019 sampling event. Methane was also detected above the LEL in the recently installed probes GP-21 (8.4 percent methane by volume), GP-22 (9.2 percent methane by volume), GP-26 (49.0 percent methane by volume), and GP-27 (38.8 percent methane by volume), and below the LEL in probes GP-20 (2.5 percent methane by volume), GP-23 (0.9 percent methane by volume), and GP-25 (1.7 percent methane by volume) during the May 2019 sampling event. There was no methane detected in any of the existing monitoring locations, including the 18 probes as well as the four site structures at the Worcester County Central Landfill Facility, for the February and May 2019 quarterly sampling events.

GP-26 and GP-27 are directly south of Cell 5 and are not considered perimeter probes, and it is unclear what the source of the elevated methane concentrations may be other than decaying organic matter from wood or other vegetation. GP-21 and GP-22 are located adjacent to Cell 5 approximately 150 to 200 feet from the property boundary.

The County will further evaluate the delineation and the source of the methane. This will include a visual inspection of the areas where the exceedances occurred, as well as soil gas sampling. Soil gas sampling will be conducted prior to the August 2019 monitoring event via a hand-driven gas vapor probe with dedicated tips. This device allows disposable dedicated tips with screens at the end of sampling rods to be hand-driven into soil. The samples will be taken at approximately 3 feet below ground surface. Attached to the end of the dedicated tip is plastic tubing, which will be connected to a Landtec GEM to measure soil gas concentrations. Soil gas sampling will be performed at the area surrounding the four LFG probes (GP-21, GP-22, GP-26 and GP-27) where methane exceedances occurred. A total of 20 points are anticipated to be sampled to the east of GP-21 and GP-22, as well as to the south of GP-26 and GP-27 in order to delineate the limit of the methane. Additionally, all four gas probes will be sampled utilizing a Landtec GEM.





EA Engineering, Science,  
and Technology, Inc., PBC

225 Schilling Circle, Suite 400  
Hunt Valley, MD 21031  
Telephone: 410-584-7000  
Fax: 410-771-1625  
www.eaest.com

July 31, 2019  
Proposal No. 0790070K

Mr. John Tustin, P.E., Director  
Worcester County Department of Public Works  
6113 Timmons Road  
Snow Hill, Maryland 21863

**Re: Proposal for An Investigation of Gas Exceedances at the Central Landfill Facility**

Dear Mr. Tustin:

EA Engineering, Science, and Technology, Inc., PBC (EA) is pleased to submit this proposal to the Worcester County Department of Public Works to perform the required landfill gas investigation at the Central Landfill Facility (CLF) located in Worcester County. The work described under this proposal will be performed in accordance with the same terms and conditions as our previous work with Worcester County.

In February and May 2019, EA personnel conducted the first and second quarter monitoring events at the Central Landfill Facility for the 2019 calendar year monitoring period. There were lower explosive limit (LEL) exceedances of methane concentrations observed at the monitoring probes along Cell 5 perimeter for the two quarterly events. As required by the landfill gas monitoring plan and 40 CFR 258, on behalf of the County, EA notified the Maryland Department of the Environment (MDE) of the exceedances. Based on the location of the exceedances, the source of the exceedances is not likely the landfill. Therefore, MDE has requested that the source of the exceedances be investigated further and that a plan be submitted.

The scope of services for this work includes an investigation to delineate and determine the source of the methane, including visual inspection and soil gas sampling for the Central Landfill as approved by MDE. Following the investigation, EA will prepare recommendations for mitigating the LEL exceedances.

Soil gas sampling will be conducted prior to the August 2019 monitoring event via a hand-driven gas vapor probe with dedicated tips. This device allows disposable dedicated tips with screens at the end of sampling rods to be hand-driven into soil. The samples will be taken at approximately 3 ft below ground surface. Attached to the end of the dedicated tip is plastic tubing, which will be connected to a Landtec GEM to measure soil gas concentrations. Soil gas sampling will be performed at the area surrounding the four landfill gas probes (GP-21, GP-22, GP-26 and GP-27) where methane exceedances occurred. A total of twenty points are anticipated to be sampled to the east of GP-21 and GP-22, as well as to the south of GP-26 and GP-27 in order to delineate the limit of the methane. Additionally, all four gas probes will be sampled utilizing the a Landtec GEM. Based on the results, EA will prepare a brief report with recommendations for mitigation of exceedances.

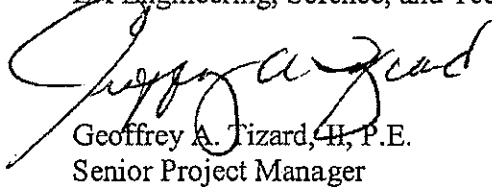


Enclosed for your consideration is the lump sum cost for these services of \$7,641.94 and is presented in a detailed breakdown in Attachment B.

It is our sincere desire to continue to be of service at this and other facilities in Worcester County. If you have any questions, do not hesitate to give me a call at (410)-329-5133.

Sincerely,

EA Engineering, Science, and Technology, Inc.



Geoffrey A. Tizard, II, P.E.  
Senior Project Manager

Enclosures

cc: D. Kolar, P.E. (EA)  
L. Oakes, P.E. (EA)



Attachment B  
Worcester County Central Landfill Facility  
Gas Investigation

Total Tasks 1 and 2

| <b>EA Labor</b>                         | <b>Hours</b> | <b>Rate</b> | <b>Effort</b>     |
|-----------------------------------------|--------------|-------------|-------------------|
| Senior Technical Review                 | 0.5          | \$170.00    | \$85.00           |
| Project Manager                         | 1.5          | \$243.00    | \$364.50          |
| Senior Civil Engineer                   | 4            | \$154.00    | \$616.00          |
| Senior Geologist                        | 0            | \$142.00    | \$0.00            |
| Geologist                               | 0            | \$72.00     | \$0.00            |
| Senior Scientist                        | 0            | \$143.00    | \$0.00            |
| Mid Level Engineer                      | 0            | \$120.00    | \$0.00            |
| Staff Engineer                          | 36           | \$94.00     | \$3,384.00        |
| Senior Construction Manager             | 12           | \$130.00    | \$1,560.00        |
| CADD                                    | 0            | \$78.00     | \$0.00            |
| Clerical                                | 0            | \$62.00     | \$0.00            |
| Word Processing                         | 1            | \$135.00    | \$135.00          |
| <b>Total Personnel Effort</b>           | <b>55</b>    |             | <b>\$6,144.50</b> |
| <b>Other Direct Costs</b>               |              |             |                   |
| Office Equipment (Fax, telephone, etc.) |              |             | \$0.00            |
| Copies                                  | 0 pages      | \$0.20      | \$0.00            |
| Color Copies                            | 0 pages      | \$1.64      | \$0.00            |
| Report Preparation                      | 0 inches     | \$24.92     | \$0.00            |
| Shipping                                | 1 ea         | \$200.00    | \$200.00          |
| Auto                                    | 0 days       | \$67.59     | \$0.00            |
| Auto mileage                            | 0 miles      | \$0.26      | \$0.00            |
| Truck                                   | 0 days       | \$120.00    | \$0.00            |
| Mileage                                 | 168 miles    | \$0.58      | \$97.44           |
| GEM                                     | 0 days       | \$178.70    | \$0.00            |
| CADD                                    | 0 hours      | \$15.00     | \$0.00            |
| 2" Submersible Pump                     | 0 days       | \$42.16     | \$0.00            |
| Water Quality Meter                     | 0 days       | \$159.00    | \$0.00            |
| Water Level Indicator                   | 0 days       | \$31.80     | \$0.00            |
| Supplies                                | 6 ls         | \$200.00    | \$1,200.00        |
| <b>Total Other Direct Costs</b>         |              |             | <b>\$1,497.44</b> |
| <b>TOTAL TASK</b>                       |              |             | <b>\$7,641.94</b> |

Attachment B  
Worcester County Central Landfill Facility  
Gas Investigation

Task 1 Field Investigation

| EA Labor                                | Hours     | Rate     | Effort            |
|-----------------------------------------|-----------|----------|-------------------|
| Senior Technical Review                 | 0         | \$170.00 | \$0.00            |
| Project Manager                         | 0.5       | \$243.00 | \$121.50          |
| Senior Civil Engineer                   | 2         | \$154.00 | \$308.00          |
| Senior Geologist                        | 0         | \$142.00 | \$0.00            |
| Geologist                               | 0         | \$72.00  | \$0.00            |
| Senior Scientist                        | 0         | \$143.00 | \$0.00            |
| Mid Level Engineer                      | 0         | \$120.00 | \$0.00            |
| Staff Engineer                          | 16        | \$94.00  | \$1,504.00        |
| Senior Construction Manager             | 12        | \$130.00 | \$1,560.00        |
| CADD                                    | 0         | \$78.00  | \$0.00            |
| Clerical                                | 0         | \$62.00  | \$0.00            |
| Word Processing                         | 0         | \$135.00 | \$0.00            |
| Total Personnel Effort                  | 30.5      |          | \$3,493.50        |
| <b>Other Direct Costs</b>               |           |          |                   |
| Office Equipment (Fax, telephone, etc.) |           |          | \$0.00            |
| Copies                                  | 0 pages   | \$0.20   | \$0.00            |
| Color Copies                            | 0 pages   | \$1.64   | \$0.00            |
| Report Preparation                      | 0 inches  | \$24.92  | \$0.00            |
| Shipping                                | 1 ea      | \$200.00 | \$200.00          |
| Auto                                    | 0 days    | \$67.59  | \$0.00            |
| Auto mileage                            | 0 miles   | \$0.26   | \$0.00            |
| Truck                                   | 0 days    | \$120.00 | \$0.00            |
| Mileage                                 | 168 miles | \$0.58   | \$97.44           |
| GEM                                     | 0 days    | \$178.70 | \$0.00            |
| CADD                                    | 0 hours   | \$15.00  | \$0.00            |
| 2" Submersible Pump                     | 0 days    | \$42.16  | \$0.00            |
| Water Quality Meter                     | 0 days    | \$159.00 | \$0.00            |
| Water Level Indicator                   | 0 days    | \$31.80  | \$0.00            |
| Supplies                                | 6 ls      | \$200.00 | \$1,200.00        |
| Total Other Direct Costs                |           |          | \$1,497.44        |
| <b>TOTAL TASK</b>                       |           |          | <b>\$4,990.94</b> |

Attachment B  
Worcester County Central Landfill Facility  
Gas Investigation

Task 2 Reporting

| EA Labor                                | Hours    | Rate     | Effort            |
|-----------------------------------------|----------|----------|-------------------|
| Senior Technical Review                 | 0.5      | \$170.00 | \$85.00           |
| Project Manager                         | 1        | \$243.00 | \$243.00          |
| Senior Civil Engineer                   | 2        | \$154.00 | \$308.00          |
| Senior Geologist                        | 0        | \$142.00 | \$0.00            |
| Geologist                               | 0        | \$72.00  | \$0.00            |
| Senior Scientist                        | 0        | \$143.00 | \$0.00            |
| Mid Level Engineer                      | 0        | \$120.00 | \$0.00            |
| Staff Engineer                          | 20       | \$94.00  | \$1,880.00        |
| Senior Construction Manager             | 0        | \$130.00 | \$0.00            |
| CADD                                    | 0        | \$78.00  | \$0.00            |
| Clerical                                | 0        | \$62.00  | \$0.00            |
| Word Processing                         | 1        | \$135.00 | \$135.00          |
| Total Personnel Effort                  | 24.5     |          | \$2,651.00        |
| <b>Other Direct Costs</b>               |          |          |                   |
| Office Equipment (Fax, telephone, etc.) |          |          | \$0.00            |
| Copies                                  | 0 pages  | \$0.20   | \$0.00            |
| Color Copies                            | 0 pages  | \$1.64   | \$0.00            |
| Report Preparation                      | 0 inches | \$24.92  | \$0.00            |
| Shipping                                | 0 each   | \$200.00 | \$0.00            |
| Auto                                    | 0 days   | \$67.59  | \$0.00            |
| Auto mileage                            | 0 miles  | \$0.26   | \$0.00            |
| Truck                                   | 0 days   | \$120.00 | \$0.00            |
| Truck Mileage                           | 0 miles  | \$0.42   | \$0.00            |
| Generator                               | 0 days   | \$178.70 | \$0.00            |
| CADD                                    | 0 hours  | \$15.00  | \$0.00            |
| 2" Submersible Pump                     | 0 days   | \$42.16  | \$0.00            |
| Hydrolab                                | 0 days   | \$159.00 | \$0.00            |
| Water Level Indicator                   | 0 days   | \$31.80  | \$0.00            |
| Supplies                                | 0 ls     | \$200.00 | \$0.00            |
| Total Other Direct Costs                |          |          | \$0.00            |
| <b>TOTAL TASK</b>                       |          |          | <b>\$2,651.00</b> |

Attachment B  
Worcester County Central Landfill Facility  
Groundwater Monitoring and Statistical Analysis

**Task 1 Field Investigation**

|                    | Senior<br>Technical<br>Reviewer | Project<br>Manager | Senior<br>Engineer | Staff<br>Engineer | Senior<br>Construction<br>Manager | CADD | Geologist |
|--------------------|---------------------------------|--------------------|--------------------|-------------------|-----------------------------------|------|-----------|
| Visual Inspection  |                                 |                    |                    | 2                 | 1                                 |      |           |
| Probe Installation |                                 | 0.25               | 1                  | 12                | 10                                |      |           |
| Gas Sampling       |                                 | 0.25               | 1                  | 2                 | 1                                 |      |           |
| Total - Task 1     | 0                               | 0.5                | 2                  | 16                | 12                                | 0    | 0         |

**Task 2 Reporting**

|                    | Senior<br>Technical<br>Reviewer | Project<br>Manager | Senior<br>Engineer | Staff<br>Engineer | CADD | Clerical | Word<br>Processing |
|--------------------|---------------------------------|--------------------|--------------------|-------------------|------|----------|--------------------|
| Report Preparation | 0.5                             | 1                  | 2                  | 20                |      |          | 1                  |
| Total - Task 2     | 0.5                             | 1                  | 2                  | 20                | 0    | 0        | 1                  |

EA, as used herein, means EA Engineering, Science, and Technology, Inc., PBC.

Client as used herein means the other party to this Agreement.

**WHEREAS**, EA provides an extensive range of integrated and comprehensive consulting, engineering, scientific, and analytical services; and

**WHEREAS**, Client desires to utilize EA's services.

**NOW, THEREFORE**, for good and valuable consideration, EA agrees to provide the professional services described herein, and Client agrees to accept and pay for such services, all in accordance with the following terms and conditions:

1. **Definitions**—The following terms shall have the meanings set forth below whenever they are used in this Agreement:
  - a. "Scope of Work" (SOW) shall mean the description of the services to be provided by EA as mutually agreed upon by EA and Client and will be performed on either a firm fixed price (FFP) or time and materials (T&M) basis. The SOW and the Price will be set out in the attached Exhibit "A"(s) (or EA's Proposal) as described below, incorporated by reference into this Agreement.
  - b. "Documentation" shall mean deliverable documentation as described in the SOW.
  - c. "Equipment" shall mean all indoor and outdoor equipment used by EA at Client sites for the purpose of providing services as described in the SOW.
  - d. "Proprietary Information" shall mean all data, information, manuals, materials, trade secrets, patents, products, processes, plans, whether in written, graphic or oral form, and similar proprietary know-how of EA.
2. **Ordering**—EA services sought by the Client shall be ordered as follows:
  - a. In response to either a written or verbal request from Client, EA will prepare a written proposal that shall minimally contain a SOW, cost and form of compensation (FFP or T&M).
  - b. Each EA Proposal shall be dated and sequentially numbered as Exhibit A1, A2, A3, etc. and reference this EA Consulting Services Agreement number.
  - c. If acceptable, the Client will sign and date the EA proposal acknowledging acceptance of the costs of the services to be rendered by EA.
3. **Compensation/Billing**—EA's invoices will be issued at least monthly and are payable upon receipt. Invoices shall reference the appropriate EA Proposal Letter or Exhibit A numbers. Balances thirty (30) days past due are subject to interest at 1.5% per month. EA may suspend services under any Client Agreement until all past due accounts have been paid.

The SOW is often not fully definable prior to the execution of this Agreement as investigation may uncover additional facts and information requiring an alteration in the SOW and/or the Price for the services. For services on a time and materials basis, the proposed fees are EA's best estimate of the charges required to complete the SOW. EA will inform Client of any material changes to either the SOW or the Price that may be required and which may alter the terms of this Agreement.

Costs and schedule commitments are subject to renegotiation for unreasonable delays caused by Client's failure to provide free access to sampling areas, specified facilities, or information, or for delays caused by unpredictable occurrences, or force majeure, such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in this Agreement.

In the event EA is required to respond to a subpoena, government inquiry, or other legal process related to the services in connection with a proceeding to which it is not a party, Client shall reimburse EA for its costs and compensate EA at its then standard rates for the time spent gathering information and documents. Client agrees to compensate EA at the rate of one and one-half times EA's then current hourly rates for time spent in any deposition, hearing, proceeding, or trial.

For services provided on a time and materials basis, the minimum time segment is four (4) hours for field work and one (1) hour for office work. The rental or use of EA's Equipment will be charged to the project in accordance with EA's "Corporate Equipment Rate Billing Schedule," which is either incorporated into the rates shown in Exhibit B or is available upon Client's request. Equipment rates are subject to annual adjustment each September. EA's labor rates for services provided on a time and materials basis are fixed for one year with annual adjustment upon notice to Client.

Expenses related to the services and reimbursable by Client ("Other Direct Costs") include without limitation, travel and living expenses, phone, FAX, overnight delivery services, postage, shipping, and production costs; identifiable drafting and word processing supplies; equipment usage and rental fees; and expendable materials and supplies. Other Direct Costs are reimbursable by Client and are billed at EA's cost plus 20%.

Subconsultant and/or subcontractor costs are reimbursable by Client and are billed at EA's cost plus 20%. Where applicable, any local or state taxes or fees (except state income taxes) are in addition to any quoted price/cost.

4. **Termination**—This Agreement may be terminated by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Such termination is effected upon providing: (1) not less than thirty (30) calendar days written notice, and (2) an opportunity for consultation with the terminating party prior to termination. Client will be responsible for all services and direct expenses associated with the project through the effective date of cancellation, plus reasonable fee(s) and/or expenses for reallocation and demobilization of personnel and equipment.
5. **Confidential Information/Inventions**—All Proprietary Information furnished by EA in connection with this Agreement, but not developed as a result of work under this Agreement or under prior agreements between Client and EA, shall be held confidential by Client, and returned to EA within thirty (30) days of the completion of the services or conclusion of the litigation wherein EA's services were provided.

All inventions, techniques, and improvements held by EA to be proprietary or trade secrets of EA prior to any use on behalf of Client, as well as all inventions, techniques, and improvements developed by EA independent of the services rendered to Client under this Agreement, remain the property of EA. Documents provided by Client will remain the Client's property, but EA may retain one confidential file copy.

6. **Standard of Care**—EA will prepare all work and provide services in accordance with generally accepted professional practices ordinarily exercised by reputable companies performing the same or similar services in the same geographic area. NO WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

Client shall furnish documents and information reasonably within Client's control and deemed necessary by EA for proper performance of its services. EA may rely upon Client-provided documents and information in performing the services required under this Agreement and EA assumes no responsibility or liability for their accuracy.

Client agrees to advise EA, no later than upon the execution of this Agreement, of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the site where EA's services are to be performed, that presents a potential danger to human health, the environment, or EA's equipment. Client agrees to a continuing obligation to provide EA related information as it becomes available to the Client. By virtue of entering into this Agreement or providing services hereunder, EA does not assume control of, or responsibility as an operator, waste generator or otherwise for the site or the person(s) in charge of



the site, or undertake responsibility for reporting to any federal, state, or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state, or local public agencies as required by law; or otherwise to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment.

Upon Client's request, EA's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by EA in its files shall be the official base document. The Client will retain one conformed written copy. EA makes no warranty or representation to Client that the magnetic copy is accurate or complete. Any modifications of such magnetic copy by Client shall be at Client's sole risk and without liability to EA. Such magnetic copy is subject to all conditions of this Agreement.

7. **Indemnification**—Each party shall indemnify, defend and hold harmless the other party from and against all liability, loss, cost, expense, or damage caused by the indemnifying party's negligent acts or negligent omissions in the performance of this Agreement. However, in the event of any loss, damage or liability, whether to person or to property, arising out of the sole negligence of either EA or Client, such party will assume full responsibility for any liability arising thereof and hold harmless the other party. EA and Client further agree that if either EA or Client engages in willful misconduct, such party shall assume full responsibility for any liability arising thereof irrespective of the nature and degree of the other party's negligence, and will indemnify and hold harmless the other party. In no event shall EA be liable for any special, incidental, economic, or consequential damages whatsoever, regardless of the legal theory under which such damages may be incurred. In no event will EA's liability under this provision or Agreement exceed the lesser of the fees actually paid to EA under this Agreement or \$50,000.

For claims related to or involving pollution, toxic substances, or hazardous wastes or for any other claims arising from underground hidden or undisclosed hazards, Client agrees to release, defend, indemnify and hold harmless EA and its officers, directors, employees, agents, consultants, and subcontractors from all claims, damages, losses, and expenses, including, but not limited to, reasonable fees and expenses of attorneys and consultants, and court costs, arising out of the performance of this Agreement. Such indemnification and release include claims which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant or pollutant regardless of the legal theory under which such damages may be incurred.

EA's field personnel will avoid hazards or utilities that are visible to them at the site. EA is not responsible for any damage or loss to property owned by Client or third parties due undisclosed or unknown surface or subsurface conditions, except to the extent such damage or loss is a direct result of EA's gross negligence.

8. **Severability**—If any term or provision of this Agreement is held or deemed to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, this Agreement shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.
9. **Third Party Rights**—EA's services under this Agreement are being performed solely for the benefit of Client, and no other entity shall have any claim against EA because of this Agreement or the performance or nonperformance of services provided by EA hereunder.
10. **Entire Agreement**—This Agreement contains the entire agreement of the parties. It may not be modified or terminated orally. Any modification to these terms and conditions without the written approval of EA shall be null and void. In no event will the terms of any purchase order, work order or any other document provided by Client modify or amend this Agreement, even if it is signed by EA, unless EA signs a written statement expressly indicating that such terms supersede the terms of this Agreement. Any such terms are expressly rejected by EA.
11. **Assignment**—EA reserves the right to assign this Agreement to its affiliates, subsidiaries, or successors as necessary in order to effectively carry out and complete the services specified by this Agreement.
12. **Governing Law**—This Agreement shall be deemed made in, and in all respects interpreted, construed, and governed by, the laws of the State of Maryland, U.S.A. All disputes arising hereunder are to be resolved in the

state and federal courts having jurisdiction of such disputes sitting in the State of Maryland or hearing appeals therefrom. Both parties consent to the jurisdiction of such courts over them for the purposes of this Agreement, and agree to accept service of process by registered mail.

**ATTACHMENTS**

Exhibit A – Scope of Work  
(May be added by reference to EA Proposal Letter[s])

Exhibit B – EA Price Schedule, and/or EA Labor Rates and, EA Equipment Cost Rate Schedule  
(May be added by reference to EA Proposal Letter[s])

**EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC., PBC**

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

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

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

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

**CLIENT**

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

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

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

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

## John Tustin

---

**From:** Brenda Keister -MDE- <brenda.keister@maryland.gov>  
**Sent:** Tuesday, July 30, 2019 11:20 AM  
**To:** Oakes, Laura Jo  
**Cc:** Andrew Grenzer -MDE-; John Tustin; Kolar, Darl; Tizard, Geoff  
**Subject:** Re: Worcester Central gas exceedance

Laura, the proposal is acceptable.

Thanks, Brenda

On Tue, Jul 30, 2019 at 9:50 AM Oakes, Laura Jo <[loakes@eaest.com](mailto:loakes@eaest.com)> wrote:

Brenda,

The following plan is included in the semi-annual report that will be submitted this week:

*The County will further evaluate the delineation and the source of the methane. This will include a visual inspection of the areas where the exceedances occurred, as well as soil gas sampling. Soil gas sampling will be conducted prior to the August 2019 monitoring event via a hand-driven gas vapor probe with dedicated tips. This device allows disposable dedicated tips with screens at the end of sampling rods to be hand-driven into soil. The samples will be taken at approximately 3 feet below ground surface. Attached to the end of the dedicated tip is plastic tubing, which will be connected to a Landtec GEM to measure soil gas concentrations. Soil gas sampling will be performed at the area surrounding the four LFG probes (GP-21, GP-22, GP-26 and GP-27) where methane exceedances occurred. A total of 20 points are anticipated to be sampled to the east of GP-21 and GP-22, as well as to the south of GP-26 and GP-27 in order to delineate the limit of the methane. Additionally, all four gas probes will be sampled utilizing a Landtec GEM.*

Please let us know if you have any questions or concerns with the approach presented.

Thanks,  
Laura

Laura Jo Oakes, P.E., BCEE  
Engineer/Project Manager

Thanks,  
Laura

**From:** Brenda Keister -MDE- <[brenda.keister@maryland.gov](mailto:brenda.keister@maryland.gov)>  
**Sent:** Tuesday, June 18, 2019 3:27 PM  
**To:** Oakes, Laura Jo <[loakes@eaest.com](mailto:loakes@eaest.com)>  
**Cc:** Andrew Grenzer -MDE- <[andrew.grenzer@maryland.gov](mailto:andrew.grenzer@maryland.gov)>  
**Subject:** Worcester Central gas exceedance

Laura,

Per our phone discussion, I acknowledge that you have notified MDE of first time gas exceedances in new probes that were installed to monitor Cell 5. The exceeding probes are generally located along the southern portion of the new cell and not located near current waste placement, so the County believes the methane could be from another source within the wooded area.

You propose additional investigation near these probes to better delineate the methane and identify the source. If the semi-annual gas report will be submitted within 30 days, then please incorporate the investigation plan into the report. If not, please provide MDE the details of the investigation within 30 days.

Thank you for your attention to this matter,

Brenda

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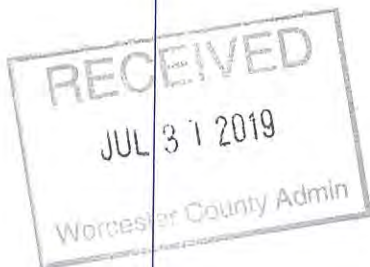
Brenda Keister  
Land Management Administration

Solid Waste Program

410-537-3315

[brenda.keister@maryland.gov](mailto:brenda.keister@maryland.gov)

[Click here](#) to complete a three question customer experience survey.



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

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

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

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

**DIVISIONS**

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

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

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

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

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

**MEMORANDUM**

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E., Director *JHT*  
**DATE:** July 31, 2019  
**SUBJECT:** Household Hazardous Waste Collection Day –  
September 28, 2019

.....

We have scheduled another Household Hazardous Waste Day for Saturday, September 28, 2019 at Showell Elementary School. MDE and MES have been notified and have put us on their schedule for that day as they need to know in advance as other counties are also scheduling events at that time of year. The Worcester County Recycling Division will also collect electronics (computers, servers and laptops only) at this event. CLEAN VENTURES will handle the Hazardous Waste collection. The total cost of this event, including advertising is expected to be around \$20,000. The funds for this are in the Recycling Budget – 100.1206.6700.640.

The Towns of Ocean City, Berlin, Snow Hill & Pocomoke City will be notified about this event and will be invited to participate.

Should you have any questions, please don't hesitate to call me.

cc: Mike Mitchell  
Mike McClung





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

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FAX: 410-641-5185

**MEMORANDUM**

**TO: Harold L. Higgins, Chief Administrative Officer**  
**FROM: John H. Tustin, P.E., Director** *JHT*  
**DATE: July 29, 2019**  
**SUBJECT: FY20 Bid Request - Two Dump Trucks**  
**Department of Public Works – Roads Division**

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Attached for your review and approval are bid documents for the purchase of two (2) dump trucks with a 10 ft. stainless steel dump body and attachments/accessories to be utilized by the Department of Public Works – Roads Division. Included in this packet is the Notice to Bidders, Specifications, Bid Form, and Vendor List. Once the Commissioners have had the opportunity to review the packet, it is requested that authorization be provided to solicit bids for the purchase of these vehicles.

The purchase of these two (2) dump trucks will replace one (1) 2000 International 4700 Dump Truck (#109) and one (1) 2001 International 4700 Dump Truck (#112), the County currently operates.

Funding in the amount of \$145,000 for the purchase of one dump truck was approved in the current FY20 operating budget in account 100.1202.9010.010. In addition, funding for the purchase of one dump truck in the amount of \$145,000 is available in the Assigned Fund Balance.

Should you have any questions, please do not hesitate to call me.

Attachments

cc: Frank J. Adkins



# DRAFT

## NOTICE TO BIDDERS

### **Purchase of Dump Trucks Worcester County, Maryland**

The Worcester County Commissioners are currently accepting bids for the purchase of two (2) new current production model dump trucks with a stainless steel 10-foot dump body and attachments/accessories for the Roads Division of Public Works. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 – Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online 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 p.m., Monday, August 26, 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 **"Dump Truck Bid"** in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Frank Adkins, Roads Superintendent, at 410-632-2244, Monday through Thursday, between 6:00 a.m. to 4:30 p.m.

## **BID SPECIFICATIONS**

### **1. Bids**

- A. Bids should be submitted in sealed envelopes clearly marked in lower left-hand corner **"Dump Truck Bid"**.

### **2. Late Bids**

- A. Bids should be mailed or hand-carried to be received in the Office of the County Commissioners by or before **1:00 p.m. on Monday, August 26, 2019**. Bids received after the appointed time will not be considered.

### **3. Taxes**

- A. The County is exempt from all Federal and States taxes. Therefore, bidders' price should reflect the same.

### **4. Scope of Work**

- A. To supply two (2) dump trucks with a stainless steel 10 ft. dump body and attachments/accessories.
- B. Vendor is responsible for delivery of awarded vehicle to the Department of Public Works - Roads Division at 5764 Worcester Highway, Snow Hill, Maryland 21863. All paperwork will accompany vehicles, as the County will be responsible for acquiring their tags and titles.

### **5. Payment**

- A. Submit payment to the Department of Public Works – Roads Division for review and processing upon delivery of said new vehicle purchase.

### **6. Award of Contract**

- A. Bids will be opened by the Chief Administrative Officer or Assistant Chief Administrative Officer in the Office of the County Commissioners and read aloud at **1:00 p.m. on Monday, August 26, 2019**.

- B. The Department of Public Works shall prepare a tabulation of said bids and a recommendation to the County Commissioners at the next regular meeting of the Commissioners. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities herein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

## **7. Vehicle Specifications**

The following specifications represent two (2) cabs and chassis, **current production model**, or equivalent for Worcester County Public Works- Roads Division. Trucks are to be equipped with 10 ft. stainless steel body, tool box, electric controls/central hydraulics, pintle hitch, snow plow, tarp, and attachments.

### **Base Chassis:**

179.0" wheelbase;  
104.0" cab to axle;  
104.0" usable cab to axle;  
65.0" axle to frame.

### **Frame:**

120,000 PSI yield heat treated alloy steel frame rails;  
120,000 PSI yield frame reinforcement;  
Steel front swept back bumper;  
Frame mounted tow hooks (2) front and (2) rear;  
Chassis coating – corrosion resistant primer coating for reinforced frame rails in addition to standard procedures.

### **Front Axle and Suspension:**

I-Beam type with 14,000 lb. capacity;  
Multi-leaf front spring, shackle type with 14, 000 lb. capacity;  
Shock absorbers;  
Spring pins rubber bushings, maintenance free.

### **Rear Axle and Suspension:**

23,000 lb. capacity with 200 wheel ends;  
Magnetic rear axle drain plug;  
23,500 lb. capacity vari-rate multi-leaf springs;  
4,500 lb. capacity auxiliary multi-leaf springs;  
Gear ratio: 5.38.

### **Air Brake System:**

ABS brakes;  
Dual system for straight truck applications;  
Dust shields front and rear;  
Air Compressor supply line, naturally aspirated;  
Color and size coded brakes lines;  
Automatic brake slack adjustors (front and rear);

Air tank drain valves with pull chains for air tank;  
16.5" x 5.0" S-Cam front brakes, includes 20 sq. in. long stroke brake chamber;  
16.5" x 7.0" S-Cam rear brakes, includes 30/30 sq. in. long stroke brake chamber;  
Air dryer with heater located inside left rail, back of cab;  
Bendix Tu-Flo 550 air compressor – 13.2 CFM capacity.

\*Brake system air tanks should be mounted under battery box, or within frame rails to allow as much ground clearance as possible. Should either of these locations interfere with body builder please contact Worcester County to discuss alternatives before proceeding with chassis build.

**Exhaust System:**

Switchback single, horizontal, aftertreatment device frame mounted outside right rail under cab, includes vertical tail pipe and guard;  
Muffler / tail pipe guard non-bright finish;  
Tail pipe (1) turnback type, non-bright, for single exhaust.

**Electrical System:**

12 volt standard equipment;  
(2) Maintenance free 12 volt 1300 CCA batteries;  
Self-canceling turn signal switch;  
Day time running lights included with headlights (2);  
Headlight dimmer switch integral with turn signal lever;  
Headlights (2) sealed beam, round, with chrome plated bezels;  
Jump start stud located on positive terminal of outermost battery;  
One electric horn;  
Back-up alarm, electric;  
Turn signals, front LED includes LED side marker lights, mounted on fenders;  
12 Volt - 200 Amp alternator;  
AM/FM radio;  
Two speed with wash and intermittent windshield wipers;  
Low oil pressure/high coolant temperature (light and alarm);  
Manual reset circuit breakers;  
Trailer auxiliary feed circuit for electric trailer brake accommodation/air trailer ABS, with 30 amp fuse and relay, controlled by ignition switch;  
2-Way radio wiring effects – wiring with 20 amp fuse protection, includes ignition wire with 5 amp fuse, wire ends heat shrink and routed to center of header console in cab;  
Auxiliary harness 3.0' for auxiliary front head lights and turn signals for front plow applications;  
Electric trailer brakes/lights accommodation package to rear of frame, for combined trailer stop, tail, turn, marker light circuits – includes electric trailer brake accommodation package with cab connections including electric brake control, wiring, and trailer socket installed;  
Switch, toggle, for work light, lighted – on instrument panel and wiring effects for customer furnished back of cab light;  
Body builder wiring back of standard cab at left frame or under extended or crew cab at left frame – includes sealed connectors for tail/amber turn/marker/backup/accessory power/ground and sealed connector for stop/turn.

**Front End:**

Fiberglass tilt hood and fenders;  
Mud flaps;  
Stationary grill, chrome;  
Insulation under hood for sound abatement;  
Insulation, splash panels for sound abatement.

**Paint:**

White;  
Clear coat.

**Engine:**

Inline six cylinder wet sleeve diesel engine;  
Minimum: 315 HP @2000 RPM;  
Minimum: 950 lb. ft. torque @1200 RPM;  
Electric engine shutdown;  
Spin on type oil filter;  
Engine mounted water filter;  
Engine mounted fuel filter(s);  
Block heater;  
Electronic road speed governor;  
Hand control throttle;  
Federal emission standards;  
Horton drivemaster polar extreme fan drive;  
Air cleaner dual element.

**Transmission:**

RTO 16908LL.

**Radiator:**

Aluminum radiator cross flow with transmission air cooler;  
Deaeration system with surge tank;  
Premium rubber radiator hoses.

**Fuel Tank:**

70 gallon capacity with step, mounted left side under cab;  
DEF tank – 7 gallon.

**Cab:**

Black rubber floor covering;  
Conventional cab;  
Arm rest (2);  
Clearance marker lights LED, flush mounted;  
Tinted windows;  
Mirrors (2) rectangular 7.55" x 14.1" convex both sides, breakaway type with brackets and arms;  
Gauge cluster (engine oil pressure, water temperature, fuel, tachometer, voltmeter), English  
Air ride driver seat with two man passenger, vinyl with seatbelts;  
Air conditioner with integral heater and defroster;  
Single trumpet mounted air horn;  
Cab interior trim, deluxe;  
Grab handles (interior and exterior);  
Steps – two steps per door.

**Tires and Wheels:**

22.5 x 8.25 hub piloted, painted steel disc wheels, front and rear – 2 hand hole, 10 stud;  
11R22.5 (2) Goodyear load range H, 16 ply tires, front;  
11R22.5 (4) Goodyear load range G, 14 ply tires, rear;  
Front oil lubricated wheel bearings;  
Wheels to be painted white.

**Body and Hydraulics:**

Stainless steel body;  
10' 300U with 30" sides or equivalent;  
36" cab protector;  
3/16" high tensile steel floor;  
8 gauge body (sides and ends);  
Air tailgate with dirt shedding inverted "V" on top of tailgate;  
Hide-A-Step with grab handle – passenger side;  
Adapt glad hands to pintle plate;  
Oval LED mounted on their side between frame rails on pintle plate – (2) red (1) clear;  
Dual ovals in rear corner post for (1) LED amber strobe, (1) LED red stop, tail, turn;  
Front mounted PTO. Keep frame length to bumper to a minimum;  
Bolt on rear spreader apron;  
**PH20 pintle hitch mounted 30" from ground (make sure);**  
Snow plow lights to be heated;  
**Electric brake control with 7-pin spade plug (make sure);**  
6 head strobe mounted in the cab shield;  
Sealed wiring harness;  
Reinstall rear tow hooks;  
820SFDA-10 P22 hoist or equivalent;  
14"x 36"x 84" behind cab aluminum tool box – AERO or equal;  
Reinforced front bumper wrap;  
Snow plow push frame (GN200) adding gussets;  
Good Roads Model 120M 10' x 36" snow plow or equivalent;  
Power angle locking;  
Curb bumpers;  
Mold board end markers;  
Delete adjustable caster shoes;  
Rubber snow shield;  
All controls must be labeled and illuminated;  
Lines extended to rear of chassis for future spreader use (with connections);  
Hydra Tarp System with mesh tarp and wind deflector or equivalent;  
Rocker switch central hydraulics;  
Rear rubber flaps;  
Steel front mud guards;  
Back up alarm;  
Rust proof and undercoat body;  
Grip strut between standards;  
Steel valve body box and valves installed outside of frame rail;  
Steel oil reservoir and sight gauge installed outside of frame rail.

\*Total overall height of vehicle including lights not to exceed 134".

**Tool Box:**

Shall be mounted behind cab;  
Aero or equal and shall be approximately 14" in height and approximately 84" wide;  
Height shall be from bottom of cab to bottom of rear window;  
Shall be constructed of .1875 thick 5454H32 aluminum;  
Tool box opening shall be at least 12" wide;  
Box shall have 3/4 plywood on floor;  
Box shall have 3/4 plywood shelf halfway up the box;



Box shall have full height door on each side opening toward front of vehicle;  
Interior dome light with toggle switch;  
Box doors shall have automotive type seal.

*It is the purpose of these specifications to describe a bumper to frame type snow plow hitch designed for medium to large weight truck. Parts not specifically mentioned - which are necessary to provide a complete and operational unit shall be included in the bid and shall conform in strength and quality of material and workmanship to what is provided to the trade in general.*

**Two Way Power Angling Snow Plow (Good roads 120M 10 x 36 or equal):**

Mouldboard shall be formed using 10 gauge Hot Rolled Steel;  
Minimum of 8 vertical  $\frac{1}{2}$ " x 3" ribs with 2 ribs at center hinge point;  
2 rows of  $\frac{1}{2}$ " x 3" horizontal ribs running length of mouldboard;  
Mouldboard shall be 10 ft. wide and 36" high;  
Top of mouldboard shall be channel formed;  
Bottom of mouldboard shall have back up angle of not less than  $3\frac{1}{2}$ " x  $3\frac{1}{2}$ " x  $\frac{1}{2}$ " angle gusseted;  
Sheet shall extend downward below the holes for the cutting edge;  
Mouldboard shall be equipped with a built-in snow shield of 10 gauge steel;  
Cutting edge shall be  $\frac{3}{4}$ " x 6" full length with carbide insert;  
Cutting edge shall have 11/16 square holes punched and be replaceable;  
Two way power angle plow to be equipped with hydraulic cylinders, for angle operation;  
The semi-circle angle shall be rolled down  $3\frac{1}{2}$ " x  $3\frac{1}{2}$ " x  $\frac{1}{2}$ " angle with a front tube of 4"x 4" x  $\frac{3}{8}$ " square tube running a minimum length of 116" along the rear of the mouldboard;  
Semi-circle shall be attached to the mouldboard at five points with the outside points measuring a minimum of 116";  
Fully automatic trip device mounted on the semi-circle with heavy duty trunnion support sockets with grease fittings;  
Trip device shall consist of 2 fully enclosed trip springs with a minimum of  $\frac{5}{8}$ " diameter contained in a 6" OD 10 gauge tubular housing;  
Recoil springs shall also be provided on the spring rod to cushion return action;  
Push frame members shall be 4" x 13.8 lb. ship channels and connected by means of an equalizer bar at the end with front bumper wrap reinforcement over OEM bumper or equal to include front tow hooks. Chassis dealer to supply all required wiring codes to be used by body outfitter;  
Drive bar ears shall be a minimum of  $1\frac{1}{2}$ " thick, 21" apart with holes drilled to accommodate  $1\frac{1}{4}$ " drive pins;  
Drive pins shall be  $1\frac{1}{4}$ " with painted ends and fabricated of heat-treated, hardened steel;  
Pin locking mechanism shall be provided to hold snow plow in a set position;  
Length of push frame from moldboard attaching point to the truck hitch attaching point shall be 36" and shall allow sufficient bumper clearance at 42 degrees left and right;  
Mouldboard to have curb bumpers;  
Mouldboard end markers shall extend 28" and be of high visibility;  
Mouldboard shoes #62100352 Goodroads are required or equal;  
Driving lights shall be impact resistant polycarbonate housing, rectangular in design with a quartz Halogen beam, part of fender mount;  
Lights shall have integrated turn signal and parking lamp;  
Lights to be mounted on fenders of truck and lights to be heated;  
Unit is to be painted Tangerine;  
Hydraulic lift cylinder shall be 4" bore x 10" stroke with chrome plated rod and minimum 2000 PSI working pressure;  
Unit to be equipped with snow shield assembly.

*The **Hydraulic System** described herein is to supply power to operate the dump body hoist cylinder, snow plow, lifting cylinder, power angling, spreader spinner and auger functions. The system shall permit completely independent, yet simultaneous operation of the dump body hoist and spreader. The hydraulic system shall return fluid back to the reservoir when all circuits are "OFF".*

**Hydraulic System:**

Hydraulic/Hot Shift PTO with direct mount flange and P22 commercial pump;  
Pump inlet suction shall not exceed five (5) inches mercury vacuum at start-up and positive pressure on inlet not to exceed 5 PSI during normal operation;  
Main system bank control valve shall have 6 bank electric solenoid controlled valves;  
Spreader On and Off valve "A" will direct flow of oil to dual flow control valve, must be inside cab;  
Circuit to incorporate pressure compensated flow divider;  
Regulated flow to mid inlet, excess flow to spreader unit;  
Oil split to provide 6 gallons to body and plow lift;  
Body lift circuit, Valve "B" will direct system flow to a double acting hoist cylinder. The adjustable priority flow regulator is to be pressure compensated type with by-pass port;  
Valve is to be set so that a portion of system flow will be directed to body hoist cylinder so that its speed of elevation is such that it will not affect operation of spreader;  
Relief valve back to tank is to be incorporated in the line to the rod end of the cylinder and is to be preset to cylinder manufacturer's specifications;  
Plow lift circuit Valve C will direct flow to a double acting 4" x 10" lift cylinder;  
Plow reverse circuit Valve D will direct flow to the plow reversing cylinders;  
Valve will have a motor spool to allow plow lock to engage when return to neutral position;  
Control valve shall be mounted outside the frame rails directly behind the cab in an aluminum box. Valve shall be controlled by cab mounted electric switches within easy reach of driver. All controls are to be labeled and illuminated;  
Oil reservoir is to be at least 30 gallon capacity - all steel construction, and mounted to chassis frame with flanges which are welded to tank and bolted to frame;  
Return filter to be 50 G.P.M. minimum and contain an electric pressure sensor and bypass circuit to activate a dash warning light when element is clogged;  
Filter shall have a 10 micron rating;  
Suction line is to have an in-tank suction strainer and shall have a 125 micron rating - a 30 P.S.I. bypass and a 2" minimum port;  
Reservoir to be equipped with a filler breather with mesh basket and chain;  
Reservoir must contain a 5" level temperature indicator;  
Reservoir to be equipped with 3/4" magnetic drain plug located at the lowest point;  
One hydraulic test point must be installed permanently in the pump discharge line at a convenient point. All connections between the test points and tester shall be of quick disconnect type. All flow, pressure and temperature of simultaneous or individual functions of the entire hydraulic system must be measured from 1 point;  
Suction line shall enter the front side of the tank a few inches off the tank bottom;  
Suction line shall be a minimum of 2" I.D. and be connected through a 2" full flow ball valve directly mounted to tank;  
Suction line shall be equipped with replaceable strainer;  
Return line shall enter tank above oil level, extend to near the bottom of tank and be equipped with a replaceable automotive type 10 micron filter;  
Return line filter shall have a condition indicator gauge;  
Liquid level switch shall be provided in tank which will activate a red warning light in cab when tank level drops to 1/2 capacity;

Dash mounted light to be clearly labeled;  
Reservoir tank to have sight gauge;  
Hydraulic system must totally shut down all pump flow to system when hose failure occurs;  
System shall be piped with high pressure hose long enough and pliable enough to ensure easy removal and installation;  
Hoses to be equipped with JIC swivels on each end;  
Lines equipped with quick couplers and dust caps shall extend to vehicle rear for spreader operation and to the front bumper for plow lift cylinder and plow reversing cylinder.  
Couplers on these lines shall be reversed, male-female to prevent incorrect hook-up and mounted in collector manifolds;  
Couplers shall be furnished as complete sets. In cases where the lines are not connected to equipment, the mating part of each coupler shall be furnished as on-vehicle equipment;  
Lines shall be clearly and permanently labeled at collector manifolds;  
Fittings shall be permanently attached on hoses with swivel joints located at ends of each hose assembly.

**Tarp System:**

New 22 hydraulic operated tarp system with heavy duty arms;  
Include mesh tarp, cab control operated and wind deflector.

**Warranty:**

Extended warranty - 60 months or 150,000 miles from delivery date to include engine, engine electronics, injectors, front axle, rear axle, propshaft, and transfer case;  
Extended warranty – 60 months – Allison Transmission;  
Exhaust after treatment extended warranty – 60 months or 100,000 miles.

**Miscellaneous:**

One spare disc wheel 22.5 x 8.25;  
Service Manual (Chassis);  
Operator's Manual (Chassis);  
Lineset Tickets (Chassis);  
Parts Books (Body & Hoist);  
Operator's Manual (Hydraulic System);  
Parts Manuals (Hydraulic System);  
Repair Manual (Hydraulic System);  
Parts Manual (Snow Plow);  
Successful body vender to complete and deliver back to successful chassis vender;

**If there is any specification differences please make sure to note them when submitting your bid.**

## **BID FORM**

### **Worcester County Department of Public Works – Roads Division “FY20 - Purchase of Two Dump Trucks”**

I/We have reviewed the specifications and provisions for furnishing/delivering two (2) current production model dump trucks with 10 ft. stainless steel dump body and attachments/accessories and understand said requirements as stated herein. I/We hereby propose to furnish and deliver the following:

**Two (2) dump trucks with 10 ft. stainless steel dump body and attachments/accessories (current production model):**

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Total Cost Per Unit: \$ \_\_\_\_\_

Total Bid Price including delivery: \$ \_\_\_\_\_

*If there is any specification differences please make sure to note them when submitting your bid.*

Delivery To: Department of Public Works – Roads Division  
5764 Worcester Highway, Snow Hill, MD 21863

Described unit will be delivered by: \_\_\_\_\_

**BID MUST BE SIGNED AND SPECIFICATIONS MUST BE ATTACHED TO BE  
CONSIDERED.**

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

Signature: \_\_\_\_\_

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

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

Firm: \_\_\_\_\_

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

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

## **VENDOR LIST:**

International of Delmarva  
Attn: Beth Brittingham  
Post Office Box 2135  
Salisbury, MD 21801  
Phone No.: 410-546-1122  
Fax: 410-749-9440  
Email: [bbrittingham@transteck.com](mailto:bbrittingham@transteck.com)

Easton Truck Center  
Attn: Beth Brittingham  
Post Office Box 1567  
Easton, MD 21601  
Phone No.: 1-800-787-2020  
Fax: 410-822-4838  
Email: [bbrittingham@transteck.com](mailto:bbrittingham@transteck.com)

Freightliner of Delmarva  
Attn: Beth Brittingham  
Post Office Box 2135  
Salisbury, MD 21802  
Phone No.: 410-896-3560  
Fax: 410-896-9357  
Email: [bbrittingham@transteck.com](mailto:bbrittingham@transteck.com)

Bayshore Ford Truck Sales, Inc.  
Attn: Pat Sankus  
4003 N. Dupont Highway  
New Castle, DE 19720  
Phone: 302-656-3160, ext. 1156  
Fax: 302-656-5089  
Email: [psankus@bayshoreford.com](mailto:psankus@bayshoreford.com)

Western Star Trucks of Delmarva  
A Division of J. G. Parks & Son  
Attn: Joe Pieroschek  
24360 Ocean Gateway  
Post Office Box 416  
Mardela Springs, MD 21837  
Phone No.: 410-742-0400; Cell: 410-430-6123  
Fax: 410-749-5938  
Email: [trucksales1@jgparks.com](mailto:trucksales1@jgparks.com)

Bergey's Truck Center  
Attn: Eric Miller  
30299 Foskey Lane  
Delmar, MD 21875  
Phone No.: 1-800-338-6225  
Fax: 410-896-2766  
Email: [emiller@bergeys.com](mailto:emiller@bergeys.com)

Delmarva Kenworth  
Attn: Richard Weyandt  
613 Clara Street  
Dover, DE 19904  
Phone No.: 302-674-2300  
Fax: 302-735-1841  
Email: [richard@delmarvakenworth.com](mailto:richard@delmarvakenworth.com)



21

JUL 30 2019  
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**Worcester County**  
**DEPARTMENT OF PUBLIC WORKS**  
6113 TIMMONS ROAD  
SNOW HILL, MARYLAND 21863

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

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

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

**DIVISIONS**

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

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

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

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

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

**MEMORANDUM**

**TO: Harold L. Higgins, Chief Administrative Officer**  
**FROM: John H. Tustin, P.E., Director** *JHT*  
**DATE: July 29, 2019**  
**SUBJECT: FY20 Bid Request – Shop Service Truck w/ Crane/Hoist  
Department of Public Works – Roads Division**

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Attached for your review and approval are bid documents for the purchase of a shop service truck with hydraulic crane/hoist to be utilized by the Department of Public Works – Roads Division. Included in this packet is the Notice to Bidders, Specifications, Bid Form, and Vendor List. Once the Commissioners have had the opportunity to review the packet, it is requested that authorization be provided to solicit bids for the purchase of this vehicle.

The purchase of this shop service truck will replace one (1) 1997 Chevy 3500 Service Truck (#101) the County currently operates.

Funding in the amount of \$135,000 for the purchase of one shop service truck with hydraulic crane/hoist was approved in the current FY20 operating budget in account 100.1202.9010.010.

Should you have any questions, please do not hesitate to call me.

Attachments

cc: Frank J. Adkins



# DRAFT

## NOTICE TO BIDDERS

### **Purchase of Service Truck w/ Hydraulic Crane/Hoist Worcester County, Maryland**

The Worcester County Commissioners are currently accepting bids for the purchase of one (1) 4x4 shop service truck with hydraulic crane/hoist for the Roads Division of Public Works. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 – Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online 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 p.m., Monday, August 26, 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 “**Service Truck Bid**” in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Frank Adkins, Roads Superintendent, at 410-632-2244, Monday through Thursday, between 6:00 a.m. to 4:30 p.m.

# **BID SPECIFICATIONS**

## **1. Bids**

- A. Bids should be submitted in sealed envelopes clearly marked in lower left-hand corner **"Service Truck Bid"**.

## **2. Late Bids**

- A. Bids should be mailed or hand-carried to be received in the Office of the County Commissioners by or before **1:00 p.m. on Monday, August 26, 2019**. Bids received after the appointed time will not be considered.

## **3. Taxes**

- A. The County is exempt from all Federal and States taxes. Therefore, bidders' price should reflect the same.

## **4. Scope of Work**

- A. To supply one (1) 4x4 shop service truck with hydraulic crane/hoist.
- B. Vendor is responsible for delivery of awarded vehicle to the Department of Public Works - Roads Division at 5764 Worcester Highway, Snow Hill, Maryland 21863. All paperwork will accompany vehicles, as the County will be responsible for acquiring their tags and titles.

## **5. Payment**

- A. Submit payment to the Department of Public Works – Roads Division for review and processing upon delivery of said new vehicle purchase.

## **6. Award of Contract**

- A. Bids will be opened by the Chief Administrative Officer or Assistant Chief Administrative Officer in the Office of the County Commissioners and read aloud at **1:00 p.m. on Monday, August 26, 2019**.
- B. The Department of Public Works shall prepare a tabulation of said bids and a recommendation to the County Commissioners at the next regular meeting of the Commissioners. In awarding the bids, the Commissioners reserve the right to reject any and all

bids, waive formalities, informalities and technicalities herein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

## **7. Vehicle Specifications**

The following specifications represent one (1) 4x4 shop service truck with hydraulic crane/hoist, **current production model**, or equivalent for Worcester County Public Works- Roads Division.

### **Make, Model, Class, and Category:**

Dodge Ram Model 5500 or equivalent;

Class 5 (GVW 16001-19500);

Crane truck, mechanics truck, utility truck – service truck.

### **Base Chassis:**

168.5-168.5" wheelbase.

### **Frame:**

2 front frame mounted tow hooks;

2 rear frame mounted tow hooks.

### **Axles:**

4x4;

Rear axles: DRW-Dual Rear Wheels.

### **Paint:**

White.

### **Engine:**

Minimum, 6.7L;

Maximum horsepower 360-400;

Maximum torque 800-1000.

### **Transmission:**

Automatic 6 speed.

### **Fuel Tank/Type:**

Standard tank;

Standard DEF tank;

Diesel.

### **Cab:**

Standard;

Exterior cab – white;

Interior cab – diesel gray/black.

### **Tires and Wheels:**

Dual rear wheels.

**Body and Hydraulics:**

Knapheide 6132DLR-44KJ or equivalent: 11 ft crane body with torq-isolator crane support system. A-40 galvaneal compartment and doors, 3/16" tread plate floor and 1/8" tread plate compartment tops and backs, full-seam continuously welded. 12 gauge bottom and end panels of compartments and double panel. 14 gauge outside panels. Exclusive 12 stage k-coat protection includes 12 stages of cleaning, pre-treat, electrodeposition prime coat, rinse, and curing. (6) recessed cargo tie-downs in floor – 6,000# capacity, (2) heavy duty aluminum grab handles, and LED stop/tail/turn lights, clearance lights, and backup lights. 21" work surface bumper with thru compartment, vise plate, and 2" receiver tube. (2) grip strut flex steps, (1) each side of rear tailshelf. 16" high double panel slam tailgate with center latch and flat space for tailgate graphics.

Knapliner or equivalent: Commercial grade spray-on bed liner applied to cargo floor area, sides, compartment tops, bulkhead, tailgate, rear bumper, and front end panels.

Stellar 7621 Crane or equivalent: Max 7,500 lbs lifting capacity (38,000 ft-lbs), 21' hydraulic reach, planetary winch 60'/min speed, and double-acting cylinders with integral holding valves. Filters, crane hook, snatch hook, anti-block device and hydraulic shutdown, 3/8" cable, boom support, wireless remote control (RF) with back up pendant control, PTO, hydraulic pump for crane, hydraulic reservoir with guard, and remote docking/charge station for crane remote.

Control Panel: Power cell, controller and (8) button switch panel in the rear crane compartment. CAN-bus system with continuous working load of 115 amps, features built in overload current protection for the system and operator safety.

Hydraulic Air Compressor: Boss 36 CFM or equivalent reciprocating hydraulic air compressor with reelcraft 50'x1/2" hose reel and roller fairlead through the right rear compartment. FLR system and underbody air tank included with air compressor.

Welder Bracket: Welder mounting plate installed on the street side compartment top at rear.

Side Compartments: 44" high side packs and 60" high right front vertical compartment with automotive quality 3-pt T-handles. 1<sup>st</sup> Vertical Side Compartment: 7 drawer unit – 3-3" high drawers, 3-5" high drawers, and 1-7" high drawer (street side) / gas bottle retainer (2 bottles), vented top and bottom; Full height vertical partition with 3 adjustable divider shelves (curbside). 2<sup>nd</sup> Vertical Side Compartment: 2 adjustable divider shelves with 4 dividers (street and curbside); 1<sup>st</sup> Horizontal Side Compartment: Bolt bin storage unit (street side) / bolt-in divider shelf with 8 dividers (curbside); 3<sup>rd</sup> Vertical Side Compartment: 2 adjustable divider shelves with 4 dividers each (street side) / fixed shelf (curbside).

Master Locking System: Secures one entire side of compartments with a padlock in one easy motion and acts as a visual theft deterrent.

Cab Protector: with punched window

Auxiliary Lighting: (4) LED work lights and LED compartment lights installed and wired to control panel.

Class 1 Strobe Light System: S/T/T backup lights with integrated strobes and built in reflectivity; (2) amber LED strobe lights installed on front grille.

Outriggers: Hydraulic out / hydraulic down at curbside and hydraulic down at street side.

Back Up Alarm: 97 db audible alarm.

Finish Paint: Body interior/exterior to be painted single stage to match chassis

CSP: Install mud flaps.

Strobe Wiring: Strobe lights wired to upfitter switches.

**Description/Comments:**

4.44 Axle ratio, 19.5" x 6.0" steel wheels, HD vinyl 40/20/40 split bench seat, 115V auxiliary power outlet, 220 amp alternator, chrome appearance group, park view rear back-up camera, tradesman level 1 equipment group, trailer brake control, transfer case skid plate shield, Radio – Uconnect 3.0, Radio: Uconnect 3 w/5" display, voltage monitoring auto idle up system, 40/20/40 split bench seat, front armrest with cupholders, door sill scuff pads, upgraded door trim panels, rear view auto dim mirror w/display, power black trailer tow mirrors, 87 mph maximum speed, speed sensitive power locks, front 1-touch down power windows, manual adjust 4-way driver seat, manual adjust 4-way front passenger seat, map/courtesy lamp, overhead cupholder lamp, rear dome light, halogen quad headlamps, mirror running lights, matte black grille with chrome accents, bright front bumper, satin chrome interior door handles, exterior mirrors with heating element, electronically controlled throttle, 4 speakers, air conditioning, electronic stability control, tachometer, voltmeter, ABS brakes, AM/FM radio, delay-off headlights, driver door bin, dual front impact airbags, dual front side impact airbags, front anti-roll bar, fully automatic headlights, occupant sensing airbag, passenger door bin, power steering, rear anti-roll bar, speed control, tilt steering wheel, traction control, variably intermittent wipers, front beverage holders, dual rear wheels, front center armrest with storage, 4-wheel disc brakes.

**Warranty:**

Standard.

**Miscellaneous:**

One spare front wheel and tire;  
One spare rear wheel and tire;  
Service Manual (Chassis);  
Operator's Manual (Chassis);  
Repair and Parts Books (Body & Hoist);  
Operator's Manual (Hydraulic System);  
Parts Manuals (Hydraulic System);  
Repair Manual (Hydraulic System).

**If there is any specification differences please make sure to note them  
when submitting your bid.**

## **BID FORM**

### **Worcester County Department of Public Works – Roads Division “FY20 - Purchase of Shop Service Truck”**

I/We have reviewed the specifications and provisions for furnishing/delivering one (1) current production model 4x4 shop service truck with hydraulic crane/hoist and understand said requirements as stated herein. I/We hereby propose to furnish and deliver the following:

**One (1) 4x4 shop service truck with hydraulic crane/hoist (current production model):**

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Total Bid Price including delivery: \$ \_\_\_\_\_

*If there is any specification differences please make sure to note them when submitting your bid.*

Delivery To: Department of Public Works – Roads Division  
5764 Worcester Highway, Snow Hill, MD 21863

Described unit will be delivered by: \_\_\_\_\_

**BID MUST BE SIGNED AND SPECIFICATIONS MUST BE ATTACHED TO BE  
CONSIDERED.**

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

Signature: \_\_\_\_\_

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

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

Firm: \_\_\_\_\_

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

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



## **VENDOR LIST:**

Bayshore Ford Truck Sales, Inc.  
Attn: Kevin Worrell  
4003 N. Dupont Highway  
New Castle, DE 19720  
Phone: 302-656-3160  
Fax: 302-656-5089  
Email: [kworrek@bayshoreford.com](mailto:kworrek@bayshoreford.com)

Summit Truck Bodies  
Attn: David Thornberry  
Post Office Box 800  
Fort Lupton, CO 80621  
Phone: 740-516-7371  
Fax: N/A  
Email: [dthornberry@summitbodies.com](mailto:dthornberry@summitbodies.com)

I.G. Burton Chevy of Milford  
Commercial and Fleet Vehicles  
Attn: Shayne Fannin  
793 Bay Road  
Milford, DE 19963  
Phone: 302-265-1318  
Fax: 302-265-1490  
Email: [sfannin@igburton.com](mailto:sfannin@igburton.com)

Preston Automotive Group  
Commercial Sales  
Attn: Keith German  
7155 Friendship Road  
Pittsville, MD 21850  
Phone: 877-760-5870/Cell: 302-259-2588  
Fax: 410-835-8877  
Email: [kgermanjr@prestonmotor.com](mailto:kgermanjr@prestonmotor.com)

I.G. Burton Berlin Chrysler Dodge  
Attn: Brandon Betts  
10420 Old Ocean City Blvd.  
Berlin, MD 21811  
Phone: 410-921-2474  
Fax No.: N/A  
Email: [bbetts@igburton.com](mailto:bbetts@igburton.com)

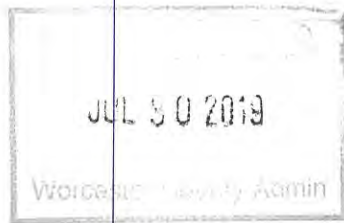
Hertrich Ford of Pocomoke  
Fleet Services  
Attn: Susan Hickey / Chris Wilder  
1618 Ocean Highway  
Pocomoke City, MD 21851  
Phone: 410-957-3333  
Fax: 410-957-4362  
Email: [shickey@hertrichfleet.com](mailto:shickey@hertrichfleet.com) /  
[cwilder@hertrichfleet.com](mailto:cwilder@hertrichfleet.com)

Safford Chrysler, Dodge, Jeep, Ram of Salisbury  
Attn: Lowell Hoffe  
1915 N. Salisbury Blvd.  
Salisbury, MD 21801  
Phone: 410-749-1301  
Fax No.: 410-548-4610  
Email: [lhoffe@saffordfordauto.com](mailto:lhoffe@saffordfordauto.com)

Hertrich Fleet Services, Inc.  
Attn: Susan Hickey / Chris Wilder  
1427 Bay Road  
Milford, DE 19963  
Phone: 800-698-9825  
Fax No.: 302-839-0555  
Email: [shickey@hertrichfleet.com](mailto:shickey@hertrichfleet.com) /  
[cwilder@hertrichfleet.com](mailto:cwilder@hertrichfleet.com)

Safford Ford, Lincoln of Salisbury  
Attn: Lowell Hoffe  
1902 N. Salisbury Blvd.  
Salisbury, MD 21801  
Phone: 410-548-4600  
Fax No.: 410-548-4610  
Email: [lhoffe@saffordfordauto.com](mailto:lhoffe@saffordfordauto.com)

Hertrich Chevrolet of Salisbury  
Attn: Susan Hickey / Chris Wilder  
2531 N. Salisbury Blvd.  
Salisbury, MD 21804  
Phone: 410-713-4640  
Fax No.: 302-839-0555  
Email: [shickey@hertrichfleet.com](mailto:shickey@hertrichfleet.com) /  
[cwilder@hertrichfleet.com](mailto:cwilder@hertrichfleet.com)



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

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

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

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

**MEMORANDUM**

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E., Director *JHT*  
**DATE:** July 29, 2019  
**SUBJECT:** Quitclaim – Abandoned 30' Road off MD Rt. 818

**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

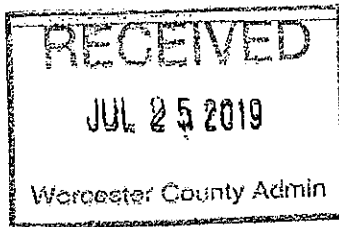
.....  
I have had the opportunity to review the attached July 23, 2019, email and documentation from Chip Gordy, as it relates to the proposed quitclaim by Sonrise Church for the southerly 1/2 of an abandoned 30' county road bed off MD Route 818 that adjoins their property and offer the following comments.

This road as shown on the survey entitled "Lands to be Conveyed to Sonrise Church" off of MD Route 818 is not listed within the Inventory of Public Roads of Worcester County. There are no plans for the County to make improvements to this road; therefore, I would recommend that the quitclaim deed be executed when appropriate.

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

Attachment

cc: Frank J. Adkins



GUY R. AYRES III  
M. DEAN JENKINS  
JAMES W. ALMAND  
WILLIAM E. ESHAM, III  
MARK SPENCER CROPPER  
BRUCE F. BRIGHT†  
HEATHER E. STANSBURY  
RYAN D. BODLEY  
VICTORIA L. O'NEILL

OF COUNSEL  
HAROLD B. GORDY, JR.

†Also admitted in District of Columbia

Law Offices  
**AYRES, JENKINS, GORDY & ALMAND, P.A.**

6200 COASTAL HIGHWAY, SUITE 200

OCEAN CITY, MARYLAND 21842

(410) 723-1400

FAX (410) 723-1861

www.ajgalaw.com

WRITER'S EMAIL:

hgordy@ajgalaw.com

July 24, 2019

Maureen Howarth, Esquire  
County Attorney  
Worcester County Government Center  
One West Market Street, Room 1103  
Snow Hill, MD 21863

RE: Quitclaim Deed for Abandoned 30' Road of E. Maryland Route 818

Dear Ms. Howarth:

I represent SonRise Church with regard to acquiring a portion of an abandoned County road adjoining certain land owned by the Church in Berlin, Maryland. In order to process this request and consistent with the resolution adopted by the Worcester County Commissioners on April 18, 1995, please find enclosed the following:

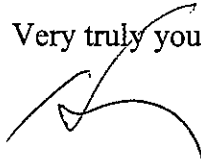
1. A draft Quitclaim Deed with an Exhibit A attached thereof, which is a survey prepared by Christopher Dale Custis, that reflects the property owned by the Church and adjoining lands, including that portion of the abandoned road being requested;
2. A copy of the Church's deed of record;
3. A title certification signed by me; and
4. A letter from Frank J. Adkins certifying that the abandoned road is not included in the Inventory of Public Roads of Worcester County.

Should anything further be needed from me in order to process this request, please advise and it will be provided without delay.

Maureen Howarth, Esquire  
Page Two  
July 24, 2019

Thank you for your kind cooperation.

Very truly yours,



Harold B. Gordy, Jr.

HBGJR/vmp  
Enclosures

# **Attachment 1.**

**NO TITLE EXAMINATION REQUESTED OR PERFORMED – NO MONETARY CONSIDERATION**

**THIS QUITCLAIM DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **County Commissioners of Worcester County, Maryland, a body corporate and politic of the State of Maryland**, hereinafter called Grantor, and **SonRise Church, a Maryland Religious Corporation**, hereinafter called Grantee.

**WHEREAS**, Grantee is the owner of all that parcel of land situate in the Town of Berlin and Worcester County, Maryland, located and binding on the southeasterly side of Main Street (MD Route 818) and the northerly side of U.S. Route 50, that is more particularly described as: Parcel 1 delineated on the Plat of Location Survey for Abbott Laboratories dated December 12, 1979 by Dixon, Stoehr and Associates, Inc., recorded among the Land Records of Worcester County, Maryland in Plat Book F.W.H. No. 62, folios 67 and 68, containing 22.187 acres (966,464.5 sq. feet), more or less, as described on the aforesaid plat and being a part of the same property which, by Deed dated December 23, 1996, and recorded among the Land Records of the County of Worcester, State of Maryland, in Liber R.H.O. No. 2353, folio 331, was granted and conveyed by CEVA Laboratories, Inc. unto Select Laboratories, Inc.; pursuant to Deed dated June 3, 2016 and recorded among the Land Records of Worcester County, Maryland in Book No. 6782, page 1, et seq.; and

**WHEREAS**, County records indicate an abandoned 30-foot wide County road from Berlin to Friendship, located adjacent to the northerly property line of the Grantee's land, is now abandoned; and

**WHEREAS**, the Grantor does not intend to build a road on said property and said road has never been accepted by Grantor as part of the County Road System; and



**WHEREAS**, the Grantor has agreed to convey to the Grantee the southerly one-half of the 30-foot wide abandoned County road as more specifically shown on the Plat entitled "Lands To Be Conveyed To SonRise Church" dated July 15, 2019, made by Christopher Dale Custis attached hereto as Exhibit A and incorporated herein by reference.

**NOW, THEREFORE, THIS QUITCLAIM DEED, WITNESSETH:** That for good consideration but no monetary consideration, the Grantor conveys to the Grantee whatever right, title and interest the Grantor may have in the property identified as "AREA 15' IN WIDTH TO BE CONVEYED TO SONRISE CHURCH", which comprises 6,681 square feet of land as reflected on Exhibit A attached hereto and made a part hereof.

**TOGETHER** with the improvements thereon and the rights, roads, ways, waters, privileges and appurtenances to the same belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the above described property unto the Grantee herein, its successors, personal representatives and assigns, forever in fee simple.

**AS WITNESS** the hand and seal of the Grantor the day and year first above written.

WITNESS:

County Commissioners of Worcester County,  
Maryland

\_\_\_\_\_  
Harold Higgins  
Chief Administrative Office

BY: \_\_\_\_\_ (SEAL)  
Name: Diana Purnell  
Title: President

STATE OF MARYLAND, COUNTY OF WORCESTER, to wit:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the subscribe, a Notary Public in and for the State and County aforesaid, personally appeared **Diana Purnell**, who acknowledged herself to be the President of County Commissioners of Worcester County, Maryland, and that she, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

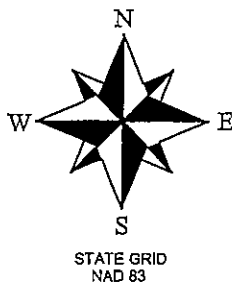
\_\_\_\_\_  
Notary Public

I, an Attorney-at-Law of the State of Maryland, do hereby certify that the within instrument was either prepared by me or prepared under my supervision.

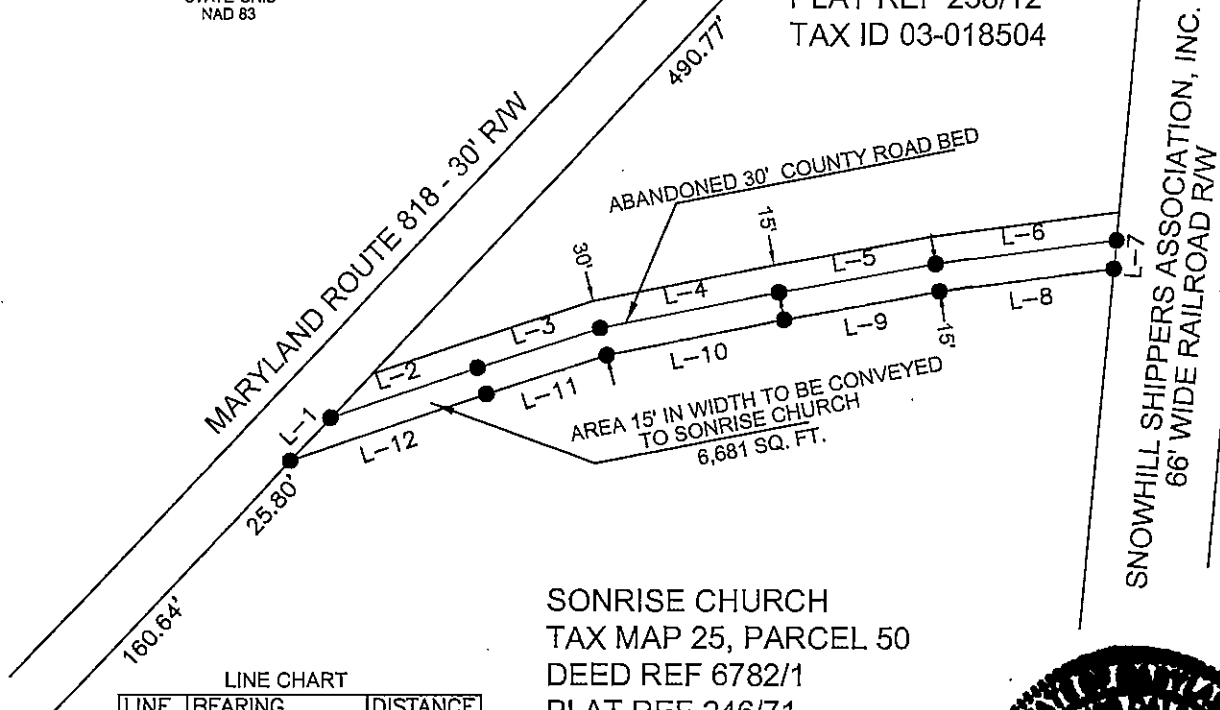
\_\_\_\_\_  
Harold B. Gordy, Jr.

After recording please return to:  
Ayres, Jenkins, Gordy & Almand, P.A.  
6200 Coastal Highway, Suite 200  
Ocean City, MD 21842  
File No.:

## **EXHIBIT A**



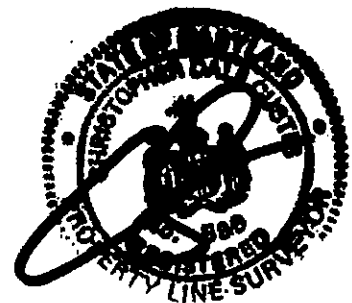
WILLIAM KIRK BURBAGE 2007 TRUST  
TAX MAP 20, PARCEL 131  
DEED REF 7002/186  
PLAT REF 238/12  
TAX ID 03-018504



SONRISE CHURCH  
TAX MAP 25, PARCEL 50  
DEED REF 6782/1  
PLAT REF 246/71  
TAX ID 03-014754

LINE CHART

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L-1  | N 43°15'30" E | 32.24'   |
| L-2  | N 70°59'03" E | 83.65'   |
| L-3  | N 71°51'58" E | 68.94'   |
| L-4  | N 78°35'40" E | 98.43'   |
| L-5  | N 79°29'49" E | 85.43'   |
| L-6  | N 82°29'38" E | 98.14'   |
| L-7  | S 04°55'37" W | 15.36'   |
| L-8  | S 82°29'38" W | 94.44'   |
| L-9  | S 79°29'49" W | 84.92'   |
| L-10 | S 78°35'40" W | 97.43'   |
| L-11 | S 71°51'58" W | 67.94'   |
| L-12 | S 70°59'03" W | 111.51'  |



THIS PLAT HAS BEEN PREPARED BY CHRIS D. CUSTIS A REGISTERED  
PROPERTY LINE SURVEYOR FOR THE STATE OF MARYLAND AND THE SURVEYING  
WORK REFLECTED HEREON IS IN COMPLIANCE WITH REQUIREMENTS SET FORTH  
IN REGULATION 12 OF COMAR TITLE 9, SUBTITLE 13, CHAPTER 09.13.06.

TITLE LANDS TO BE CONVEYED TO  
SONRISE CHURCH

COUNTY WORCESTER STATE MD

TAX DISTRICT 03

TAX MAP GRID PARCEL  
AS SHOWN

DEED REF. AS SHOWN

PLAT REF AS SHOWN

DATE 07/15/19

SCALE 1"= 100'

- IRON ROD FD
- IRON PIPE SET
- CONC. MONU FD.
- ▣ CONC MONU SET
- △ UNMARKED POINT

LICENSE EXPIRATION  
05/02/21

**CHRIS CUSTIS**  
**SURVEYING**  
410.726.3576  
P.O. BOX 786  
11457 SOMERSET AVENUE  
PRINCESS ANNE, MD 21853  
Surveying, Topography, Flood Elevations  
Construction Layout, Terrain Modeling, Consulting  
cdcsurveying@gmail.com

## **Attachment 2.**

Ocean Investments Title Corporation  
 File No. 16-313RDC  
 Tax ID# 03-014754

20  
 46  
 9966.60  
 7504.54

**This Deed**, made this 3rd day of June, 2016, by and between Merial Select, Inc., formerly known as Select Laboratories, Inc., a Georgia corporation, a resident entity qualified by or registered with the Department of Assessments and Taxation to do business in the State of Maryland, party of the first part, GRANTOR; and SonRise Church, a Maryland corporation, party of the second part, GRANTEE.

- Witnesseth -

**That in consideration** of the sum of One Million Five Hundred Thousand Nine Hundred Seven Dollars and 50/100 Cents (\$1,500,907.50, which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt whereof is hereby acknowledged, the said GRANTOR does grant and convey to the said SonRise Church, a Maryland corporation, its successors and assigns, in fee simple, all that lot of ground situate in the County of Worcester, State of Maryland, and described as follows, that is to say:

All that parcel of land situate in the Town of Berlin and Worcester County, Maryland, located and binding on the southeasterly side of Main Street (MD Route 818) and the northerly side of U. S. Route 50, that is more particularly described as: Parcel 1 delineated on the Plat of Location Survey for Abbott Laboratories dated December 12, 1979 by Dixon, Stoeher and Associates, Inc., recorded among the Land Records of Worcester County, Maryland in Plat Book F.W.H. No. 62, folios 67 and 68, containing 22.187 acres (966,464.5 sq. ft.), more or less, as described as aforesaid on the plat; and BEING A PART OF THE SAME property which, by Deed dated December 23, 1996, and recorded among the Land Records of the County of Worcester, State of Maryland, in Liber R.H.O. No. 2353, folio 331, was granted and conveyed by CEVA Laboratories, Inc. unto Select Laboratories, Inc..

**Together** with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

**To Have and To Hold** the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said SonRise Church, a Maryland corporation, its successors and assigns, in fee simple; Subject to the following condition and restriction which shall apply to, run with and bind the Grantee, its successors and assigns: Parcel 1 described above shall not be developed or used for residential dwelling occupancy purposes for a period of twenty-five (25) years from the recording of this deed; provided,

JUN -7 PM 12:24

SUSAN R. BRANIECKI  
 CLK. CT. CT.  
 WOR. CO.



however, that this restriction does not prohibit any other purpose, including a hotel or motel.

And the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

In Witness Whereof, Grantor has caused this Deed to be properly executed and sealed the day and year first above written.

Merial Select, Inc., formerly known as  
Select Laboratories, Inc.

By: [Signature]  
DARRICK L. ZINK

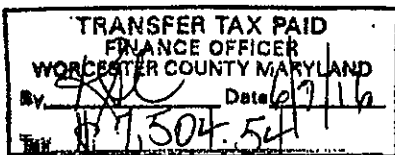
STATE OF GEORGIA, COUNTY OF Hall, TO WIT:

I hereby certify that on this 3 day of June, 2016 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Darrick Zink, who acknowledged himself to be the CFO of the Grantor corporation, and that as such officer, being authorized to do so, executed the foregoing Deed for the purposes therein contained, by signing the name of the Corporation, by himself as such officer and further, did certify that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer or all, or substantially all, of the property and assets of the Corporation, giving oath under penalties of perjury that the consideration recited herein is correct.

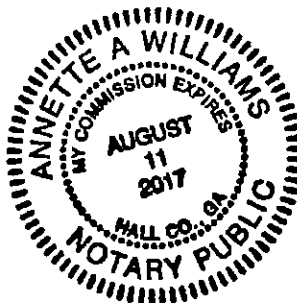
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
Notary Public

My commission expires: August 11, 2017



TAXES FOR WHICH ASSESSMENTS  
HAVE BEEN RECEIVED HAVE BEEN  
PAID AS OF THIS DATE. 6/7/16  
Worcester County Finance Officer  
By: [Signature]  
EXCEPT PERSONAL PROPERTY



THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

  
Raymond D. Coates, Jr.

AFTER RECORDING, PLEASE RETURN TO:  
**Ocean Investments Title Corporation**  
**6200 Coastal Highway**  
**Suite 300**  
**Ocean City, MD 21842**

**WATER/SEWER/STORMWATER**  
**PAID TO TOWN OF BERLIN**  
**INITIAL MLC**  
**DATE JUNE 6, 2016**

LR - Deed (w Taxes)  
Recording Fee no CT 20.00  
Grantor/Grantee Name:  
merial/son rise  
Reference/Control #:  
LR - Surcharge -  
linked 40.00  
LR - Recordation Tax -  
linked 9,988.50  
LR - State Transfer  
Tax - linked 7,504.54  
LR - Non-Resident Tax  
- linked 0.00  
=====  
SubTotal: 17,471.14  
=====  
Total: 22,860.14  
06/07/2016 12:29  
CC23-RH  
#6285010 CC0104 -  
Worcester  
County/CC01.04.02 -  
Register 02

JUN - 7 2016 The foregoing instrument  
filed for record and is accordingly recorded  
among the land records of Worcester County,  
Maryland.

 Clerk

WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 6782, p. 0004, MSA\_CE31\_6903. Date available 07/01/2016. Printed 07/15/2019.

| State of Maryland Land Instrument Intake Sheet                                                                                                                                                                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |  |  |                                                                                                                                                                                                                                                                                                                            |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <input type="checkbox"/> Baltimore City <input checked="" type="checkbox"/> County: <u>Worcester</u><br>Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.<br>(Type or Print in Black Ink Only—All Copies Must Be Legible) |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |  |  |                                                                                                                                                                                                                                                                                                                            |  |
| <b>1 Type(s) of Instruments</b>                                                                                                                                                                                                                                                                                  |  | <input type="checkbox"/> Check Box if addendum Intake Form is Attached.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |  |  |                                                                                                                                                                                                                                                                                                                            |  |
| 1 Deed<br>2 Deed of Trust<br>3 Mortgage Lease<br>Other _____                                                                                                                                                                                                                                                     |  | 1 Improved Sale Arms-Length [1]<br>2 Unimproved Sale Arms-Length [2]<br>3 Multiple Accounts Arms-Length [3]<br>Not an Arms-Length Sale [9]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |  |  |                                                                                                                                                                                                                                                                                                                            |  |
| <b>2 Conveyance Type Check Box</b>                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |  |  |                                                                                                                                                                                                                                                                                                                            |  |
| <b>3 Tax Exemptions (if applicable)</b>                                                                                                                                                                                                                                                                          |  | Recordation<br>State Transfer<br>County Transfer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |  |  |                                                                                                                                                                                                                                                                                                                            |  |
| Cite or Explain Authority                                                                                                                                                                                                                                                                                        |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |  |  |                                                                                                                                                                                                                                                                                                                            |  |
| <b>4 Consideration and Tax Calculations</b>                                                                                                                                                                                                                                                                      |  | <b>Consideration Amount</b><br>Purchase Price/Consideration \$ 1,500,907.50<br>Any New Mortgage \$ 1,138,719.00<br>Balance of Existing Mortgage \$ _____<br>Other: \$ _____<br>Other: \$ _____<br>Full Cash Value: \$ _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |  |  | <b>Finance Office Use Only</b><br><b>Transfer and Recordation Tax Consideration</b><br>Transfer Tax Consideration \$ _____<br>X ( ) % = \$ _____<br>Less Exemption Amount = \$ _____<br>Total Transfer Tax = \$ _____<br>Recordation Tax Consideration \$ _____<br>X ( ) per \$500 = \$ _____<br><b>TOTAL DUE</b> \$ _____ |  |
| <b>5 Fees</b>                                                                                                                                                                                                                                                                                                    |  | <b>Amount of Fees</b><br>Recording Charge \$ 20.00<br>Surcharge \$ 40.00<br>State Recordation Tax \$ 9,906.60<br>State Transfer Tax \$ 7,504.54<br>County Transfer Tax \$ 7,504.54<br>Other \$ _____<br>Other \$ _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |  |  | <b>Doc. 1</b><br>\$ 20.00<br>\$ 40.00<br>\$ 9,906.60<br>\$ 7,504.54<br>\$ 7,504.54<br>\$ _____<br>\$ _____                                                                                                                                                                                                                 |  |
|                                                                                                                                                                                                                                                                                                                  |  | <b>Doc. 2</b><br>\$ 20.00<br>\$ 40.00<br>\$ 5,214.00<br>\$ _____<br>\$ _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |  |  | Agent:<br><br>Tax Bill:<br><br>C.B. Credit:<br><br>Ag. Tax/Other:                                                                                                                                                                                                                                                          |  |
| <b>6 Description of Property</b>                                                                                                                                                                                                                                                                                 |  | SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |                                                                                                                                                                                                                                                                                                                            |  |
|                                                                                                                                                                                                                                                                                                                  |  | District: 03    Property Tax ID No. (1): 014754    Grantor Liber/Folio: RHO 2353/331    Map: 0025    Parcel No.: 0050    Var. LOG: <input type="checkbox"/> (5)<br>Subdivision Name: _____    Lot (3a): _____    Block (3b): _____    Sect/AR (3c): _____    Plat Ref.: 62/88    SqFt/Acreage (4): 22.19 acres<br>Location/Address of Property Being Conveyed (2): 10026 Main Street, Berlin, MD 21811<br>Other Property Identifiers (if applicable): _____    Water Meter Account No.: _____<br>Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: N/A<br>Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Description/Amt. of SqFt/Acreage Transferred: N/A<br>If Partial Conveyance, List Improvements Conveyed: N/A |  |  |  |                                                                                                                                                                                                                                                                                                                            |  |
| <b>7 Transferred From</b>                                                                                                                                                                                                                                                                                        |  | Doc. 1 – Grantor(s) Name(s): Meriel Select, Inc., formerly known as Select Laboratories, Inc.<br>Doc. 2 – Grantor(s) Name(s): SonRise Church<br>Doc. 1 – Owner(s) of Record, if Different from Grantor(s): _____<br>Doc. 2 – Owner(s) of Record, if Different from Grantor(s): _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |  |                                                                                                                                                                                                                                                                                                                            |  |
| <b>8 Transferred To</b>                                                                                                                                                                                                                                                                                          |  | Doc. 1 – Grantee(s) Name(s): SonRise Church<br>Doc. 2 – Grantee(s) Name(s): Bank of Ocean City<br>New Owner's (Grantee) Mailing Address: 10959 Worcester Highway, Berlin, MD 21811                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |  |  |                                                                                                                                                                                                                                                                                                                            |  |
| <b>9 Other Names to Be Indexed</b>                                                                                                                                                                                                                                                                               |  | Doc. 1 – Additional Names to be Indexed (Optional): _____<br>Doc. 2 – Additional Names to be Indexed (Optional): Bank of Ocean City                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |  |  |                                                                                                                                                                                                                                                                                                                            |  |
| <b>10 Contact/Mail Information</b>                                                                                                                                                                                                                                                                               |  | Instrument Submitted By or Contact Person<br>Name: Raymond D. Coates, Jr.<br>Firm: Ocean Investments Title Corporation<br>Address: 6200 Coastal Highway, Suite 300<br>Ocean City, MD 21842    Phone: (410) 723-6000<br><input type="checkbox"/> Return to Contact Person<br><input checked="" type="checkbox"/> Hold for Pickup<br><input type="checkbox"/> Return Address Provided                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |  |  |                                                                                                                                                                                                                                                                                                                            |  |
| <b>11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER</b>                                                                                                                                                                                                                         |  | Assessment Information<br>Will the property being conveyed be the grantee's principal residence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Does transfer include personal property? If yes, identify: _____<br>Was property surveyed? If yes, attach copy of survey (if recorded, no copy required). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |  |                                                                                                                                                                                                                                                                                                                            |  |
| Space Reserved for County Validation                                                                                                                                                                                                                                                                             |  | <b>Assessment Use Only – Do Not Write Below This Line</b><br>Terminal Verification    Agricultural Verification    Whole    Part    Tran. Process Verification<br>Transfer Number    Date Received:    Deed Reference:    Assigned Property No.:<br>Year: 20    20    Geo.:    Map:    Sub:    Block:<br>Land:    Zoning:    Grid:    Plat:    Lot:<br>Buildings:    Use:    Parcel:    Section:    Occ. Cd.:<br>Total:    Town Cd.:    Ex. St.:    Ex. Cd.:<br>REMARKS:                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |  |  |                                                                                                                                                                                                                                                                                                                            |  |
|                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |  |  |                                                                                                                                                                                                                                                                                                                            |  |
|                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |  |  |                                                                                                                                                                                                                                                                                                                            |  |
|                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |  |  |                                                                                                                                                                                                                                                                                                                            |  |
|                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |  |  |                                                                                                                                                                                                                                                                                                                            |  |

 Distribution: ☐ Clerk's Office  
☐ Office of Finance

☐ SDAT  
☐ Preparer

AOC-CC-300 (5/2007)

16-313RDC

14

**Addendum**  
**State of Maryland Land Instrument Intake Sheet**  
**County:**

*The addendum form should be used when one transaction involves more than two instruments.  
Each instrument should be itemized in accordance with Section No. 1 of the Intake Sheet.*

|                                             |                                                                               |         |                                                           |         |                                                           |        |
|---------------------------------------------|-------------------------------------------------------------------------------|---------|-----------------------------------------------------------|---------|-----------------------------------------------------------|--------|
| (Continued)<br>Consideration<br>and Fees    | Consideration Amount/Recording Fee                                            |         | Doc. 3                                                    | Doc. 4  | Doc. 5                                                    | Doc. 6 |
|                                             | Consideration, Including Assumed Indebtedness                                 |         | \$ 800,000.00                                             | \$      | \$                                                        | \$     |
|                                             | Recording Charge                                                              |         | \$ 75.00                                                  | \$      | \$                                                        | \$     |
|                                             | Surcharge                                                                     |         | \$ 40.00                                                  | \$      | \$                                                        | \$     |
|                                             | State Recordation Tax                                                         |         | \$                                                        | \$      | \$                                                        | \$     |
|                                             | State Transfer Tax                                                            |         | \$                                                        | \$      | \$                                                        | \$     |
|                                             | County Transfer Tax (if Applicable)                                           |         | \$                                                        | \$      | \$                                                        | \$     |
|                                             | Other                                                                         |         | \$                                                        | \$      | \$                                                        | \$     |
| <b>Total Fees</b>                           |                                                                               | \$ 0.00 | \$ 0.00                                                   | \$ 0.00 | \$ 0.00                                                   |        |
| (Continued)<br>Transferred<br>From          | Doc. 3 - Grantor(s) Name(s)                                                   |         | Doc. 4 - Grantor(s) Name(s)                               |         | Doc. 5 - Grantor(s) Name(s)                               |        |
|                                             | SonRise Church                                                                |         |                                                           |         |                                                           |        |
|                                             | Doc. 3 - Grantor(s) Name(s)                                                   |         | Doc. 4 - Grantor(s) Name(s)                               |         | Doc. 5 - Grantor(s) Name(s)                               |        |
|                                             |                                                                               |         |                                                           |         |                                                           |        |
|                                             | Doc. 3 - Owner(s) of Record, if Different from Grantor(s)                     |         | Doc. 4 - Owner(s) of Record, if Different from Grantor(s) |         | Doc. 5 - Owner(s) of Record, if Different from Grantor(s) |        |
|                                             |                                                                               |         |                                                           |         |                                                           |        |
| (Continued)<br>Transferred<br>To            | Doc. 3 - Grantee(s) Name(s)                                                   |         | Doc. 4 - Grantee(s) Name(s)                               |         | Doc. 5 - Grantee(s) Name(s)                               |        |
|                                             | Michael J. Burr, Donna J. Burr,<br>Frank A. Pennington, Carolyn E. Pennington |         |                                                           |         |                                                           |        |
|                                             | Doc. 3 - Grantee(s) Name(s)                                                   |         | Doc. 4 - Grantee(s) Name(s)                               |         | Doc. 5 - Grantee(s) Name(s)                               |        |
|                                             |                                                                               |         |                                                           |         |                                                           |        |
|                                             | Doc. 3 - Additional Names to be Indexed (Optional)                            |         | Doc. 4 - Additional Names to be Indexed (Optional)        |         | Doc. 5 - Additional Names to be Indexed (Optional)        |        |
|                                             |                                                                               |         |                                                           |         |                                                           |        |
| (Continued)<br>Other Names<br>To Be Indexed | Doc. 3 - Additional Names to be Indexed (Optional)                            |         | Doc. 4 - Additional Names to be Indexed (Optional)        |         | Doc. 5 - Additional Names to be Indexed (Optional)        |        |
|                                             |                                                                               |         |                                                           |         |                                                           |        |
| (Continued)<br>Special Instructions         | Special Recording Instructions (if any)                                       |         |                                                           |         |                                                           |        |
|                                             |                                                                               |         |                                                           |         |                                                           |        |

## **Attachment 3.**

## CERTIFICATION

The undersigned hereby certifies to the County Commissioners of Worcester County, Maryland, the marketable fee simple title to all that parcel of land situate in the Town of Berlin and Worcester County, Maryland, located and binding on the southeasterly side of Main Street (MD Route 818) and the northerly side of U.S. Route 50, that is more particularly described as: Parcel 1 delineated on the Plat of Location Survey for Abbott Laboratories dated December 12, 1979 by Dixon, Stoeher and Associates, Inc., recorded among the Land Records of Worcester County, Maryland in Plat Book F.W.H. No. 62, folios 67 and 68, containing 22.187 acres (966,464.5 sq. feet), more or less, as described on the aforesaid plat, and being a part of the same property which, by Deed dated December 23, 1996, and recorded among the Land Records of the County of Worcester, State of Maryland, in Liber R.H.O. No. 2353, folio 331, was granted and conveyed by CEVA Laboratories, Inc. unto Select Laboratories, Inc., is, as of the date of this certification, vested in SonRise Church, its successors and assigns, by virtue of a Deed dated June 3, 2016 and recorded among the Land Records of Worcester County, Maryland in Book No. 6782, page 1, et seq.

Dated: July 24, 2019

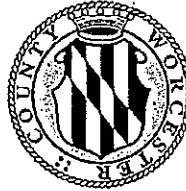
AYRES, JENKINS, GORDY & ALMAND, P.A.

BY: 

Harold B. Gordy, Jr.



## **Attachment 4.**



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

JOHN H. TUSTIN, P.E.  
DIRECTOR

May 16, 2019

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

Lynn Ransley  
Ayres, Jenkins, Gordy, & Almand, P.A.  
6200 Coastal Highway, Suite 200  
Ocean City, MD 21842

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

RE: Lindsey Lane - Bay Shore Acres

DIVISIONS

Dear Ms. Ransley:

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

This letter is in response to your email of May 16, 2019 regarding the status of the road indicated as "Lindsey Lane" as shown on the boundary survey for Block 3 located within Bay Shore Acres in Worcester County.

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

This lane in Bay Shore Acres is not listed within the Inventory of Public Roads of Worcester County. It is a paper street which has never been improved.

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

Should you have any questions or concerns regarding this issue, please feel free to call me directly at (410) 632-2244.

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

Sincerely,

  
Frank J. Adkins  
Roads Superintendent

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

cc: John H. Tustin, P.E., Director of Public Works

FJA/l  
\\weffile2\users\llawrence\Letters\Ransley.Lindsey Lane.doc

RESOLUTION ADOPTING PROCEDURES FOR  
QUIT CLAIM DEEDS FOR PLATTED ROADS

1. Applications to the County Commissioners for quitclaim deeds for platted roads not included in the Inventory of Public Roads of Worcester County shall be addressed to the County Commissioners and shall be accompanied by


- Lynn* ✓ a.) A plat or sketch showing the road and abutting properties, property owners and deed references;
- ✓ b.) A copy of the Applicant's Deed of Record;
- Lynn* c.) A title letter from an attorney licensed to practice law in Maryland certifying the ownership of the property by the applicant;
- Frank Adkins* d.) A letter from the County Roads Engineer Certifying that the road is not included in Inventory of Public Roads of Worcester County; and
- Lynn* e.) A proposed quitclaim deed.

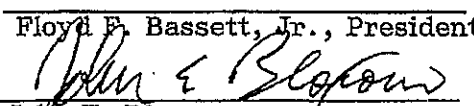
*Fadkins*  
*co, worcester, md, us*  
*410 632244* 2. Upon receipt of the application and required certifications and information, the Commissioners shall consider the application and upon favorable consideration may execute the deed.

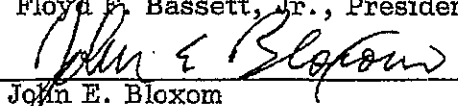
3. No public hearing or presentation by applicant shall be required.

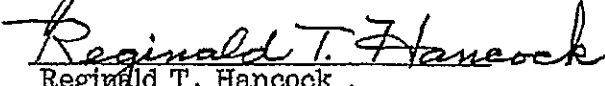
Passed and Adopted this 18<sup>th</sup> day of April, 1995.

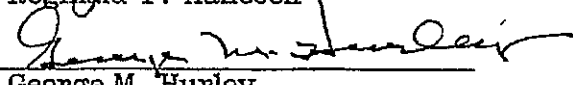
THE WORCESTER COUNTY COMMISSIONERS

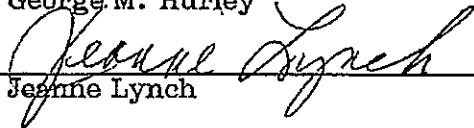
  
Gerald T. Mason  
Chief Administrative Officer

  
Floyd B. Bassett, Jr., President

  
John E. Bloxom

  
Reginald T. Hancock

  
George M. Hurley

  
Jeanne Lynch

3A

HOLD the above described premises unto the said Riley Robins and Mary A. Robins, his wife, as tenants by the entireties, the survivor to take the whole, forever in fee simple. AND the grantors hereof do warrant specially the property hereby conveyed, and covenant that they will execute such other and further assurances of title thereto as may be requisite. WITNESS my hand and notarial seal.

Test as to Hester C. Henry:  
Reese F. Cropper  
Reese F. Cropper

Hester C. Henry (SEAL)  
Hester C. Henry

Test as to Theresa Pitts:  
Marian Jackson  
Marian Jackson

Theresa Pitts (SEAL)  
Theresa Pitts

Test as to Riley Miller &  
Jessie N. Miller:

Riley Miller (SEAL)  
Riley Miller

Howard Jackson  
Howard Jackson

Jessie N. Miller (SEAL)  
Jessie N. Miller

State of Maryland, Worcester County, to-wit:

I hereby certify that on this 14th day of June, A.D. 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Worcester County, personally appeared Hester C. Henry, and acknowledged the foregoing deed to be her act and deed. Witness my hand and notarial seal.

(Notarial Seal)

Reese F. Cropper  
Reese F. Cropper Notary Public

State of Pennsylvania, Philada. County, to-wit:

I hereby certify that on this 19th day of June, A.D. 1945, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the county last above mentioned, personally appeared Theresa Pitts, and acknowledged the foregoing deed to be her act and deed. Witness my hand and notarial seal.

(Notarial Seal)  
My Comm Exp 3-23-47  
My Commission Expires 3/23/47

Joseph De Cicco  
Joseph DeCicco  
Notary Public

State of Pennsylvania, City & County of Philadelphia, to-wit:

I hereby certify that on this 19th day of June, A.D. 1945, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the City and County of Philadelphia, personally appeared Riley Miller and Jessie N. Miller, his wife, and acknowledged the foregoing deed to be their respective act and deed. Witness my hand and notarial seal.

(Notarial Seal)  
My Comm Exp 3-23-47  
My Commission Expires 3/23/47

Joseph De Cicco  
Joseph DeCicco  
Notary Public

1945, July 17th. Then was delivered unto the subscriber the foregoing deed in order to be enrolled among the records of Worcester County: which said deed together with the acknowledgment thereof, thereon endorsed, is accordingly recorded in Liber C.W.N., No. 2, Folios 49, 50 & 51.

*Charles H. Nelson*, Clk. Ct. Ct.

WORCESTER COUNTY CIRCUIT COURT (Land Records) CWN 2, p. 0051, MSA, CE31, 170, Date available 03/09/2005, Printed 05/13/2019.

1945-26 Grantee  
Proof-Read

DEED. )  
JAMES RICHARD BURBAGE ) THIS DEED, made this 18th day of June, in the year nineteen  
FROM ) hundred forty-five, by Ira J. Brittingham, widower, of Worcester  
IRA J. BRITTINGHAM. ) County, Maryland, WITNESSETH that in consideration of the sum of  
ten dollars (\$10.00) and other valuable considerations the said  
Ira J. Brittingham does hereby grant and convey unto James Richard  
Burbage, of said county and state, all that triangular lot or parcel of land lying and being situate

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Witness                      { Int. Rev. Stamps }  
C. Vincent Holland        { 55¢ }                      Ira J. Brittingham                      (SEAL)  
C. Vincent Holland        { State Tax Stamp }                      Ire J. Brittingham

I hereby certify that on this 18th day of June, A.D., 1945, before me the subscriber a Notary Public of the State of Maryland, in and for said Worcester County, personally appeared Ira J. Brittingham, widower, and acknowledged the foregoing deed to be his act and deed. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year first above written.

C. Vincent Holland  
Notary Public.  
C. Vincent Holland

1945, July 17th. Then was delivered unto the subscriber the foregoing deed in order to be enrolled among the records of Worcester County: which said deed together with the acknowledgment thereof, thereon endorsed, is accordingly recorded in Liber C.W.N., No. 2, Folios 51 & 52.

Charles H. Nelson, Jr., Clk. Ct. Ct.

9-18-51 Wm. R. Bell Proof-Read



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

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

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

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

**DIVISIONS**

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

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

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

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

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

**MEMORANDUM**

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E., Director *JHT*  
**DATE:** July 29, 2019  
**SUBJECT:** FY20 Bid Request – Metal and Plastic Pipe  
Department of Public Works Roads Division

-----

Attached for your review and approval are bid documents for the purchase of pipe to be utilized by The Department of Public Works, Roads Division. Included in this packet is the Notice to Bidders, Specifications, Bid Form and Vendor List. Once the Commissioners have had the opportunity to review the packet, it is requested that authorization is provided to solicit bids for the purchase of pipe.

Funding in the amount of \$40,000 for the purchase of pipe is available in the current FY20 operating budget in account 100.1202.6140.040.

Should you have any questions, please do not hesitate to call me.

Attachments

cc: Frank J. Adkins



# DRAFT

## NOTICE TO BIDDERS

### **Purchase of Corrugated Metal and Plastic Pipe Worcester County, Maryland**

The Worcester County Commissioners are currently accepting bids for the purchase of Galvanized Steel Corrugated Metal Pipe and HDPE Double Wall Plastic Pipe for the Roads Division of Public Works. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863-1195, 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 p.m., Monday, August 26, 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 "**Pipe Bid**" in the lower left-hand corner. After opening, bids will be forwarded to the Public Works Department for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Frank Adkins, Roads Superintendent, at 410-632-2244, Monday through Thursday, 6:00 a.m. to 4:30 p.m.

## Bid Specifications

The Worcester County Commissioners are accepting bids on the following **Riveted Galvanized Steel Corrugated Metal Pipe or Helically Corrugated Pipe with Two Annular Corrugations on each end of pipe and HDPE Double Wall without Bell End Plastic Pipe** delivered to Worcester County Department of Public Works, Roads Division, Snow Hill Shop, 5764 Worcester Highway, Snow Hill, MD 21863. **NO DIMPLE BANDS, NO INDIVIDUAL LUGS, ONLY BANDS WITH ANGLES ACROSS WIDTH OF BAND OR APPROVED EQUAL WILL BE ACCEPTED FOR PIPE SIZES LARGER THAN 18". ALL PIPES CUT TO MEET SIZE REQUIREMENTS MUST BE RE ROLLED.** All Federal and State Taxes are exempt.

| <u>PIECES</u> | <u>GAUGE</u> | <u>DIAMETER</u>                | <u>PIPE</u> | <u>LENGTH</u> | <u>PRICE/FT</u> | <u>TOTAL</u> |
|---------------|--------------|--------------------------------|-------------|---------------|-----------------|--------------|
| 6             |              | 30"                            | BANDS       |               | \$ _____        | \$ _____     |
| 6             | 14           | 24"                            | GCCMP       | 20'           | \$ _____        | \$ _____     |
| 6             | 16           | 18"                            | GCCMP       | 20'           | \$ _____        | \$ _____     |
| 10            | 16           | 18"                            | GCCMP       | 16'           | \$ _____        | \$ _____     |
| 6             | 16           | 18"                            | GCCMP       | 14'           | \$ _____        | \$ _____     |
| 20            |              | 18"                            | BANDS       |               | \$ _____        | \$ _____     |
| 20            | 16           | 15"                            | GCCMP       | 20'           | \$ _____        | \$ _____     |
| 20            | 16           | 15"                            | GCCMP       | 16'           | \$ _____        | \$ _____     |
| 20            | 16           | 15"                            | GCCMP       | 14'           | \$ _____        | \$ _____     |
| 10            | 16           | 15"                            | GCCMP       | 12'           | \$ _____        | \$ _____     |
| 6             | 16           | 15"                            | GCCMP       | 10'           | \$ _____        | \$ _____     |
| 30            |              | 15"                            | BANDS       |               | \$ _____        | \$ _____     |
| 35            | 16           | 12"                            | GCCMP       | 20'           | \$ _____        | \$ _____     |
| 10            | 16           | 12"                            | GCCMP       | 10'           | \$ _____        | \$ _____     |
| 40            |              | 12"                            | BANDS       |               | \$ _____        | \$ _____     |
| 16            | 12"          | HDPE Double Wall Plastic       | 20'         | \$ _____      | \$ _____        |              |
| 17            | 15"          | HDPE Double Wall Plastic       | 20'         | \$ _____      | \$ _____        |              |
| 6             | 18"          | HDPE Double Wall Plastic       | 20'         | \$ _____      | \$ _____        |              |
| 16            | 12"          | HDPE Double Wall Plastic Bands | \$ _____    | \$ _____      |                 |              |
| 17            | 15"          | HDPE Double Wall Plastic Bands | \$ _____    | \$ _____      |                 |              |
| 6             | 18"          | HDPE Double Wall Plastic Bands | \$ _____    | \$ _____      |                 |              |

## **BID FORM**

### **Worcester County Department of Public Works – Roads Division “FY20 – Pipe Bid”**

I/We have reviewed the specifications and provisions for furnishing **Riveted Galvanized Steel Corrugated Metal Pipe and HDPE Double Wall Plastic Pipe** to the Worcester County Department of Public Works, Roads Division and understand said requirements. I/We hereby propose to furnish pipe and bands for:

**TOTAL BID PRICE (including freight): \$** \_\_\_\_\_

Pipe and bands to be delivered within \_\_\_\_\_ calendar days from receipt of written order.

*Worcester County reserves the right to adjust the amount of pipe depending on varying circumstances.*

**BID MUST BE SIGNED TO BE VALID.**

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

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

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

Firm: \_\_\_\_\_

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

\_\_\_\_\_

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

## **VENDOR LIST:**

Lane Enterprises, Inc.  
c/o Annette Bliss  
6369 Schoolhouse Road  
P.O. Box 67  
Bealeton, VA 22712  
Phone No.: 540-439-3201  
Fax No.: 540-439-1042  
E-mail: [abliss@lane-enterprises.com](mailto:abliss@lane-enterprises.com)

Contech Engineered Solutions  
c/o Jeff Van Osdel  
7037 Ridge Road, Suite 350  
Hanover, MD 21076  
Phone No.: 410-740-8490  
Fax No.: 410-740-8492  
E-mail: [jvanosdel@conteches.com](mailto:jvanosdel@conteches.com)

Core and Main  
c/o Mike Hurd  
25414 Prime Hook Road, Suite 100  
Milton, DE 19968  
Phone No.: 302-684-3054  
Fax No.: 302-684-3586  
E-mail: [mike.hurd@coreandmain.com](mailto:mike.hurd@coreandmain.com)

P.E. Sales  
c/o Andy Cary  
P.O. Box 461  
Perry Hall, MD 21128  
Phone No.: 410-733-0748  
Fax No.: 410-256-5952  
E-mail: [amcary@pesales.com](mailto:amcary@pesales.com)

Ferguson Waterworks  
c/o Gregg C. Thomas  
28596 Naylor Mill Road  
Salisbury, MD 21801  
Phone No.: 410-677-6793  
Fax No.: 410-543-9646  
E-mail: [gregg.thomas@ferguson.com](mailto:gregg.thomas@ferguson.com)

Tri Supply and Equipment  
c/o Neil Messick  
110 Columbia Road  
Salisbury, MD 21801  
Phone No.: 410-546-2900  
Fax No.: 410-546-2644  
E-mail: [nmessick@buytri.com](mailto:nmessick@buytri.com)

Chemung Supply Corporation  
c/o Carl Perine  
Post Office Box 527  
Elmira, NY 14902  
Phone No.: 607-733-5506  
Fax No.: 607-732-5379  
E-mail: [cperine@chemungsupply.com](mailto:cperine@chemungsupply.com)

ACF Environmental  
c/o Robert Hagy  
11435 Red Lion Road  
White Marsh, MD 21162  
Phone No.: 443-987-8317  
Fax No.: N/A  
E-mail: [bhagy@acfenv.com](mailto:bhagy@acfenv.com)

FILED  
JUL 30 2019



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

JOHN H. TUSTIN, P.E.  
DIRECTOR

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

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

**MEMORANDUM**

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E., Director *JHT*  
**DATE:** July 29, 2019  
**SUBJECT:** Bid Recommendation Newark Spray Irrigation

**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 July 8, 2019, three bids were received and opened for construction of the Newark Spray Irrigation project. The following summary and attached bids are submitted for your review:

| <b>Company Name</b>                 | <b>Total Bid Price</b> | <div>Page</div> |
|-------------------------------------|------------------------|-----------------|
| Chesapeake Turf, LLC, Salisbury, MD | \$2,315,129.60         | 3               |
| AIM Services, Inc., Salisbury, MD   | \$2,336,755.00*        | 8               |
| JJID, Inc., Bear, DE                | \$2,371,000.00         | 13              |

\*Did not provide pricing for all requested items

All of the bids submitted exceeded the funding available for this project and exceeded the engineer's estimate by 44%. 

P.18

Because the bids were so far over budget, the project is not affordable as currently designed. In an effort to determine the reasons for the high prices, we worked with both the design engineering firm and contacted the bidders to discuss the pricing. The following items were identified as costs exceeding the engineer's estimate:

- Pipeline work along the railroad was expensive because of railroad insurance requirements and construction requirements. Note that in addition to the increased cost, a significant annual fee is required by the railroad
- Components within the proposed pump station to screen the effluent increased the total pump station cost well beyond the engineer's estimate
- Raising the berm at the existing treatment plant to provide winter storage exceeded the engineer's estimate by over \$100,000

In addition to the items listed above, some contractors that we normally see bidding this type of work for us indicated that their backlog prevented them from bidding on this project.

We have also looked into using a center pivot unit for spraying treated effluent on the spray site in an effort to reduce costs. This could reduce the costs but we need to be sure it will be as effective as fixed sprinklers.

With the higher bids, we spoke with representatives from the Department of Health and Human Services about obtaining supplemental funding under a Community Development Block Grant (CDBG). These grants are reserved for communities identified as being low to moderate income. Because the identified Newark census area includes a significant number of residents outside of the area served by the proposed facility, they currently do not qualify; however, if it was determined by an income survey that the portion of Newark served by this facility qualified, grant funding up to \$300,000 could be available.

The Commissioners will recall that completion of this project is mandated by the Maryland Department of the Environment under a negotiated consent agreement.

Based on the information listed above, we recommend the following actions:

1. Reject the bids submitted;
2. Redesign the project, avoiding the railroad and making other changes to reduce this cost;
3. Authorize an income survey of the Newark Sanitary Service Area to determine if additional grant funding could be obtained; and then
4. Rebid the project

We expect we could accomplish these changes within the next 60 days.

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

Attachments

cc: John Ross, P. E., Deputy Director  
Jessica Wilson, CPA, Enterprise Fund Controller

BID FORM

PROJECT IDENTIFICATION: Newark Spray Irrigation

CONTRACT IDENTIFICATION: 1548101

THIS BID IS SUBMITTED TO: County Commissioners of Worcester County—OWNER

SUBMIT BID AT: Worcester County Government Center  
1 West Market Street  
Room 1103  
Snow Hill, Maryland 21863  
Attn: Mr. John Ross, P.E., Deputy Director of Public Works

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one hundred and twenty (120) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
  - a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

| Date(s)                    | Number(s)      |
|----------------------------|----------------|
| <u>06/24/19, 07/02/19,</u> | <u>1, 2, 3</u> |
| <u>07/05/19</u>            |                |
  - b. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
  - c. Bidder has obtained and carefully studies (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies which pertain to the subsurface or physical



conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder for such purposes.

- d. Bidder has reviewed and checked all information and data shown on or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions.
  - e. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
  - f. Bidder has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Bidder.
  - g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation: Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. Bidder will complete the Work within two hundred and forty (240) calendar days from receipt of Notice to Proceed for the following price as indicated on the Bid Form.

BID FORM  
NEWARK SPRAY IRRIGATION  
WORCESTER COUNTY, MARYLAND

| ITEM NO.                             | ITEM DESCRIPTION                                                                                                                                                                                                                              | ESTIMATED QTY | UNIT | COST PER UNIT (\$) | TOTAL ITEM COST (\$) |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------|--------------------|----------------------|
| GENERAL                              |                                                                                                                                                                                                                                               |               |      |                    |                      |
| 1                                    | Mobilization and Demobilization                                                                                                                                                                                                               | 1             | LS   | 107100.00          | 107100.00            |
| 2                                    | Survey and Stake Out                                                                                                                                                                                                                          | 1             | LS   | 31300.00           | 31300.00             |
| 3                                    | Equipment Startup and Forcemain Pressure Testing                                                                                                                                                                                              | 1             | LS   | 18950.00           | 18950.00             |
| 4                                    | Lagoon Earthwork                                                                                                                                                                                                                              | 5000          | CY   | 30.00              | 150000.00            |
| 5                                    | Selective Demolition and Abandonment                                                                                                                                                                                                          | 1             | LS   | 19990.00           | 19990.00             |
| EROSION AND SEDIMENT CONTROL         |                                                                                                                                                                                                                                               |               |      |                    |                      |
| 6                                    | Furnish and Install Stabilized Construction Entrance                                                                                                                                                                                          | 1             | EA   | 4550.00            | 4550.00              |
| 7                                    | Furnish/Install/Maintain Silt Fence                                                                                                                                                                                                           | 600           | LF   | 4.50               | 2700.00              |
| 8                                    | Furnish/Install/Maintain Super Silt Fence                                                                                                                                                                                                     | 600           | LF   | 14.20              | 8520.00              |
| 9                                    | Vegetative Stabilization                                                                                                                                                                                                                      | 10            | AC   | 4920.00            | 49200.00             |
| 10                                   | Gravel Access Driveways                                                                                                                                                                                                                       | 920           | CY   | 171.00             | 157320.00            |
| 11                                   | Install Chain Link Fence                                                                                                                                                                                                                      | 2,100         | LF   | 22.00              | 46200.00             |
| 12                                   | Turbidity Barrier - Type 1                                                                                                                                                                                                                    | 140           | LF   | 60.50              | 8470.00              |
| CHLORINE CONTACT CHAMBER DEMOLITION  |                                                                                                                                                                                                                                               |               |      |                    |                      |
| 13                                   | Wet Well structure retrofit (Demo, Associated Excavation for vertical expansion)                                                                                                                                                              | 1             | LS   | 4055.00            | 4055.00              |
| 14                                   | Demolish and Remove all Mechanical Equipment, Hangers, Fiberglass Lid, and Baskets                                                                                                                                                            | 1             | LS   | 3900.00            | 3900.00              |
| 15                                   | Remove Associated Electrical Items and Controls                                                                                                                                                                                               | 1             | LS   | 3800.00            | 3800.00              |
| WET WELL AND VALVE VAULT RENOVATIONS |                                                                                                                                                                                                                                               |               |      |                    |                      |
| 16                                   | Concrete Pad (Reinforcement, Forming and Finishing)                                                                                                                                                                                           | 5             | CY   | 1375.00            | 6875.00              |
| 17                                   | Furnish and Install all items and materials associated with construction of the new Wet Well and Valve Vault. To include Concrete, Concrete Reinforcements, Forming, Finishing, Venting, Safety Hatches W/Grates, and Final Backfill Grading. | 1             | LS   | 71200.00           | 71200.00             |
| 18                                   | Furnish and Install New Valves, Check Valves, Rails, Hoist, Submersible Pumps and Bases, Basket Strainer, SS hardware, and SS Cables, Link Seals and associated piping                                                                        | 1             | LS   | 131200.00          | 131200.00            |
| 19                                   | Furnish/Install/Setup Floats and Ultrasonic Transducer                                                                                                                                                                                        | 1             | LS   | 2980.00            | 2980.00              |
| 20                                   | Mag Meter, Vault and Appurtenances                                                                                                                                                                                                            | 1             | LS   | 27115.00           | 27115.00             |
| ELECTRICAL                           |                                                                                                                                                                                                                                               |               |      |                    |                      |
| 21                                   | Furnish and Install Outdoor Rated Equipment Rack                                                                                                                                                                                              | 1             | LS   | 3716.00            | 3716.00              |
| 22                                   | Furnish and Install Outdoor Rated Pedestal and Junction Box                                                                                                                                                                                   | 1             | LS   | 1410.00            | 1410.00              |
| 23                                   | Furnish and Install Out Door Rated PLC, SCADA, Control Panel, VFDs, Transformer, Mag Meter and Pump Controls                                                                                                                                  | 1             | LS   | 126850.00          | 126850.00            |
| 24                                   | Furnish and Install Grounding, Conduit, and Conductors                                                                                                                                                                                        | 1             | LS   | 32035.00           | 32035.00             |
| 25                                   | Integration of Equipment into County Scada System, Programming Changes to Existing Central Computer                                                                                                                                           | 1             | LS   | 32035.00           | 32035.00             |
| 26                                   | Furnish and Install 15' Site Light Pole                                                                                                                                                                                                       | 1             | EA   | 5000.00            | 5000.00              |
| 27                                   | New Electrical Service                                                                                                                                                                                                                        | 1             | LS   | 71310.00           | 71310.00             |

| MECHANICAL |                                                                                |       |      |          |              |
|------------|--------------------------------------------------------------------------------|-------|------|----------|--------------|
| 28         | Furnish and Install Spray Head Assembly                                        | 151   | EA   | 670.10   | 101185.10    |
| 29         | Furnish and Install 6" Gate Valve                                              | 3     | EA   | 2730.00  | 8190.00      |
| 30         | Furnish and Install Air Release Valve                                          | 10    | EA   | 4855.00  | 48550.00     |
| 31         | Furnish and Install Blow Off Valve                                             | 3     | EA   | 4750.00  | 14250.00     |
| 32         | Furnish and Install Sampling Tap                                               | 1     | EA   | 4080.00  | 4080.00      |
| 33         | Furnish and Install Flow Control Valving & Assembly                            | 6     | EA   | 5820.00  | 34920.00     |
| 34         | Furnish and Install Fittings                                                   | 1     | LS   | 16920.00 | 16920.00     |
| 35         | Furnish and Install RCP Pipe                                                   | 40    | LF   | 122.00   | 4880.00      |
| 36         | Furnish and Install 6" C-900 Forcemain                                         | 4,845 | LF   | 46.50    | 225292.50    |
| 37         | Furnish and Install 4" C900 Forcemain                                          | 1,570 | LF   | 20.50    | 32185.00     |
| 38         | Furnish and Install 3" SDR-26 Forcemain                                        | 740   | LF   | 14.90    | 11026.00     |
| 39         | Furnish and Install 1.25" SDR-26 Forcemain                                     | 3,850 | LF   | 8.10     | 31185.00     |
| 40         | Furnish and Install 1.0" SDR-26 Forcemain                                      | 6,500 | LF   | 7.70     | 50050.00     |
| 41         | Furnish and Install 3/4" SDR-26 Forcemain                                      | 105   | LF   | 30.00    | 3150.00      |
| 42         | Furnish and Install 6" Jack and Bore Forcemain                                 | 245   | LF   | 1615.00  | 395675.00    |
| 43         | Furnish and Install 6" Directional Drilled Forcemain                           | 1,400 | LF   | 69.50    | 97300.00     |
| 44         | Furnish and Install Precast Concrete Air Release and Blow off Valve Structures | 13    | EA   | 7720.00  | 100360.00    |
| 45         | AASHTO No. 57 Stone for Pipe Bedding                                           | 100   | Tons | 81.50    | 8150.00      |
| TOTAL BID: |                                                                                |       |      |          | 2,315,129.60 |

TOTAL BASE BID PRICE IN WORDS: Two Million, Three hundred fifteen Thousand, One Hundred, twenty-nine Dollars and Sixty Cents

5. The following documents are attached to and made a condition of this Bid:

- a. Required bid Security in the form of bond or cashier's check.
- b. A tabulation of Subcontractors, Suppliers, and other persons and organizations required to be identified in this Bid.
- c. Bidder's Qualification Statement with supporting data.

6. Communications concerning this Bid shall be addressed:

Darl Kolar, P.E.  
EA Engineering, Science, and Technology, Inc., PBC  
11200 Racetrack Road, Unit 101A  
Ocean Pines, MD 21811  
(410) 641-5341

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON JULY 8, 2019.

If Bidder is:

An Individual

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

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

doing business at

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

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

A Partnership

By **CHESAPEAKE TURF LLC** \_\_\_\_\_ (SEAL)  
(Firm Name)

**GREG TUCKER - MANAGING MEMBER**

\_\_\_\_\_  
(General Partner)

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

Business Address: **5652 N NITHSDALE DR PO BOX 2696**

**SALISBURY MD 21802**

\_\_\_\_\_  
Phone Number: **410-341-4363**

# AIM SERVICES Inc.

## BID FORM

PROJECT IDENTIFICATION: Newark Spray Irrigation

CONTRACT IDENTIFICATION: 1548001

THIS BID IS SUBMITTED TO: County Commissioners of Worcester County—OWNER

SUBMIT BID AT: Worcester County Government Center  
1 West Market Street  
Room 1103  
Snow Hill, Maryland 21863  
Attn: Mr. John Ross, P.E., Deputy Director of Public Works

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one hundred and twenty (120) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
  - a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date(s)

1, 2 & 3

Number(s)

Jan 24 / July 2, 2019  
2019 / July 5, 2019

- b. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- c. Bidder has obtained and carefully studies (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies which pertain to the subsurface or physical

conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder for such purposes.

- d. Bidder has reviewed and checked all information and data shown on or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions.
  - e. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
  - f. Bidder has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Bidder.
  - g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation: Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. Bidder will complete the Work within two hundred and forty (240) calendar days from receipt of Notice to Proceed for the following price as indicated on the Bid Form.

BID FORM  
NEWARK SPRAY IRRIGATION  
WORCESTER COUNTY, MARYLAND

| ITEM NO.                             | ITEM DESCRIPTION                                                                                                                                                                                                                              | ESTIMATED QTY | UNIT | COST PER UNIT (\$) | TOTAL ITEM COST (\$) |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------|--------------------|----------------------|
| GENERAL                              |                                                                                                                                                                                                                                               |               |      |                    |                      |
| 1                                    | Mobilization and Demobilization                                                                                                                                                                                                               | 1             | LS   |                    | 88,000 -             |
| 2                                    | Survey and Stake Out                                                                                                                                                                                                                          | 1             | LS   |                    | 30,000 -             |
| 3                                    | Equipment Startup and Forcemain Pressure Testing                                                                                                                                                                                              | 1             | LS   |                    | 35,020 -             |
| 4                                    | Lagoon Earthwork                                                                                                                                                                                                                              | 5000          | CY   | 32                 | 160,000              |
| 5                                    | Selective Demolition and Abandonment                                                                                                                                                                                                          | 1             | LS   |                    | 75,000               |
| EROSION AND SEDIMENT CONTROL         |                                                                                                                                                                                                                                               |               |      |                    |                      |
| 6                                    | Furnish and Install Stabilized Construction Entrance                                                                                                                                                                                          | 1             | EA   |                    | 4,000 -              |
| 7                                    | Furnish/Install/Maintain Silt Fence                                                                                                                                                                                                           | 600           | LF   | 3                  | 1,800 -              |
| 8                                    | Furnish/Install/Maintain Super Silt Fence                                                                                                                                                                                                     | 600           | LF   | 15                 | 9,000 -              |
| 9                                    | Vegetative Stabilization                                                                                                                                                                                                                      | 10            | AC   | 3,500              | 35,000 -             |
| 10                                   | Gravel Access Driveways                                                                                                                                                                                                                       | 920           | CY   | 70                 | 64,400 -             |
| 11                                   | Install Chain Link Fence                                                                                                                                                                                                                      | 2,100         | LF   | 28                 | 58,800 -             |
| 12                                   | Turbidity Barrier - Type 1                                                                                                                                                                                                                    | 140           | LF   | 30                 | 7,000 -              |
| CHLORINE CONTACT CHAMBER DEMOLITION  |                                                                                                                                                                                                                                               |               |      |                    |                      |
| 13                                   | Wet Well structure retrofit (Demo, Associated Excavation for vertical expansion)                                                                                                                                                              | 1             | LS   |                    | 25,000 -             |
| 14                                   | Demolish and Remove all Mechanical Equipment, Hangers, Fiberglass Lid, and Baskets                                                                                                                                                            | 1             | LS   |                    | 15,000 -             |
| 15                                   | Remove Associated Electrical Items and Controls                                                                                                                                                                                               | 1             | LS   |                    | 10,000 -             |
| WET WELL AND VALVE VAULT RENOVATIONS |                                                                                                                                                                                                                                               |               |      |                    |                      |
| 16                                   | Concrete Pad (Reinforcement, Forming and Finishing)                                                                                                                                                                                           | 5             | CY   | 500                | 2,500 -              |
| 17                                   | Furnish and Install all items and materials associated with construction of the new Wet Well and Valve Vault. To include Concrete, Concrete Reinforcements, Forming, Finishing, Venting, Safety Hatches W/Grates, and Final Backfill Grading. | 1             | LS   |                    | 190,000 -            |
| 18                                   | Furnish and Install New Valves, Check Valves, Rails, Hoist, Submersible Pumps and Bases, Basket Strainer, SS hardware, and SS Cables, Link Seals and associated piping                                                                        | 1             | LS   |                    | 250,000 -            |
| 19                                   | Furnish/Install/Setup Floats and Ultrasonic Transducer                                                                                                                                                                                        | 1             | LS   |                    | 35,000 -             |
| 20                                   | Mag Meter, Vault and Appurtenances                                                                                                                                                                                                            | 1             | LS   |                    | 45,000 -             |
| ELECTRICAL                           |                                                                                                                                                                                                                                               |               |      |                    |                      |
| 21                                   | Furnish and Install Outdoor Rated Equipment Rack                                                                                                                                                                                              | 1             | LS   |                    | 3,800 -              |
| 22                                   | Furnish and Install Outdoor Rated Pedestal and Junction Box                                                                                                                                                                                   | 1             | LS   |                    | 2,000 -              |
| 23                                   | Furnish and Install Out Door Rated PLC, SCADA, Control Panel, VFDs, Transformer, Mag Meter and Pump Controls                                                                                                                                  | 1             | LS   |                    | 130,000 -            |
| 24                                   | Furnish and Install Grounding, Conduit, and Conductors                                                                                                                                                                                        | 1             | LS   |                    | 35,000 -             |
| 25                                   | Integration of Equipment into County Scada System, Programming Changes to Existing Central Computer                                                                                                                                           | 1             | LS   |                    | N/A                  |
| 26                                   | Furnish and Install 15' Site Light Pole                                                                                                                                                                                                       | 1             | EA   |                    | 5,000 -              |
| 27                                   | New Electrical Service                                                                                                                                                                                                                        | 1             | LS   |                    | 70,000 -             |

\* SEE ATTACHED

Bid Form 3 of 6



| MECHANICAL |                                                                                |       |      |             |         |   |
|------------|--------------------------------------------------------------------------------|-------|------|-------------|---------|---|
| 28         | Furnish and Install Spray Head Assembly                                        | 151   | EA   | 305-        | 46,055  | - |
| 29         | Furnish and Install 6" Gate Valve                                              | 3     | EA   | 2,000       | 6,000   | - |
| 30         | Furnish and Install Air Release Valve                                          | 10    | EA   | 15,000      | 150,000 | - |
| 31         | Furnish and Install Blow Off Valve                                             | 3     | EA   | 10,000      | 30,000  | - |
| 32         | Furnish and Install Sampling Tap                                               | 1     | EA   |             | 1,500   | - |
| 33         | Furnish and Install Flow Control Valving & Assembly                            | 6     | EA   | 7,000       | 42,000  | - |
| 34         | Furnish and Install Fittings                                                   | 1     | LS   |             | 20,000  | - |
| 35         | Furnish and Install RCP Pipe                                                   | 40    | LF   | 100         | 4,000   | - |
| 36         | Furnish and Install 6" C-900 Forcemain                                         | 4,845 | LF   | 42          | 203,490 | - |
| 37         | Furnish and Install 4" C900 Forcemain                                          | 1,570 | LF   | 18          | 28,260  | - |
| 38         | Furnish and Install 3" SDR-26 Forcemain                                        | 740   | LF   | 10          | 7,400   | - |
| 39         | Furnish and Install 1.25" SDR-26 Forcemain                                     | 3,850 | LF   | 7           | 46,950  | - |
| 40         | Furnish and Install 1.0" SDR-26 Forcemain                                      | 6,500 | LF   | 7           | 45,500  | - |
| 41         | Furnish and Install 3/4" SDR-26 Forcemain                                      | 105   | LF   | 10          | 1,050   | - |
| 42         | Furnish and Install 6" Jack and Bore Forcemain                                 | 245   | LF   | 450         | 110,250 | - |
| 43         | Furnish and Install 6" Directional Drilled Forcemain                           | 1,400 | LF   | 75          | 105,000 | - |
| 44         | Furnish and Install Precast Concrete Air Release and Blow off Valve Structures | 13    | EA   | 65,000      | 195,000 | - |
| 45         | AASHTO No. 57 Stone for Pipe Bedding                                           | 100   | Tons | 80          | 8,000   | - |
|            |                                                                                |       |      | TOTAL BID:  |         |   |
|            |                                                                                |       |      | 2,334,455 - |         |   |

TOTAL BASE BID PRICE IN WORDS:

*Two million three hundred thirty four thousand four hundred fifty five and 00/100*

5. The following documents are attached to and made a condition of this Bid:

- Required bid Security in the form of bond or cashier's check.
- A tabulation of Subcontractors, Suppliers, and other persons and organizations required to be identified in this Bid.
- Bidder's Qualification Statement with supporting data.

6. Communications concerning this Bid shall be addressed:

Darl Kolar, P.E.  
EA Engineering, Science, and Technology, Inc., PBC  
11200 Racetrack Road, Unit 101A  
Ocean Pines, MD 21811  
(410) 641-5341

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON July 8, 2019.

A Corporation

By AIM SERVICES INC. (SEAL)

(Corporation Name)

VIRGINIA  
(State of Incorporation)

By Michael A King  
(Name of Person Authorized to Sign)

VP  
(Title)

(Signature)

(Corporate Seal)



Attest \_\_\_\_\_ (SEAL)  
(Secretary)

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

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

A Joint Venture

By \_\_\_\_\_  
(Name)

(Signature)

(Address)

By \_\_\_\_\_  
(Name)

(Signature)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party of the joint venture should be in the manner indicated above.)

JJID, Inc.

**BID FORM**

PROJECT IDENTIFICATION: Newark Spray Irrigation

CONTRACT IDENTIFICATION: 1584101

THIS BID IS SUBMITTED TO: County Commissioners of Worcester County—OWNER

SUBMIT BID AT: Worcester County Government Center  
1 West Market Street  
Room 1103  
Snow Hill, Maryland 21863  
Attn: Mr. John Ross, P.E., Deputy Director of Public Works

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicted in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one hundred and twenty (120) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
  - a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date(s)  
6/24/19  
7/3/19

Number(s)  
#1 7/5/19 #3  
#2

- b. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
    - c. Bidder has obtained and carefully studies (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies which pertain to the subsurface or physical

conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder for such purposes.

- d. Bidder has reviewed and checked all information and data shown on or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions.
  - e. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
  - f. Bidder has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Bidder.
  - g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation: Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. Bidder will complete the Work within two hundred and forty (240) calendar days from receipt of Notice to Proceed for the following price as indicated on the Bid Form.

BID FORM  
NEWARK SPRAY IRRIGATION  
WORCESTER COUNTY, MARYLAND

| ITEM NO.                             | ITEM DESCRIPTION                                                                                                                                                                                                                              | ESTIMATED QTY | UNIT | COST PER UNIT (\$) | TOTAL ITEM COST (\$) |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------|--------------------|----------------------|
| GENERAL                              |                                                                                                                                                                                                                                               |               |      |                    |                      |
| 1                                    | Mobilization and Demobilization                                                                                                                                                                                                               | 1             | LS   | 200,000.00         | 200,000.00           |
| 2                                    | Survey and Stake Out                                                                                                                                                                                                                          | 1             | LS   | 30,000.00          | 30,000.00            |
| 3                                    | Equipment Startup and Forcemain Pressure Testing                                                                                                                                                                                              | 1             | LS   | 15,000.00          | 15,000.00            |
| 4                                    | Lagoon Earthwork                                                                                                                                                                                                                              | 5000          | CY   | 65.00              | 325,000.00           |
| 5                                    | Selective Demolition and Abandonment                                                                                                                                                                                                          | 1             | LS   | 25,000.00          | 25,000.00            |
| EROSION AND SEDIMENT CONTROL         |                                                                                                                                                                                                                                               |               |      |                    |                      |
| 6                                    | Furnish and Install Stabilized Construction Entrance                                                                                                                                                                                          | 1             | EA   | 5000.00            | 5000.00              |
| 7                                    | Furnish/Install/Maintain Silt Fence                                                                                                                                                                                                           | 600           | LF   | 5.00               | 3000.00              |
| 8                                    | Furnish/Install/Maintain Super Silt Fence                                                                                                                                                                                                     | 600           | LF   | 10.00              | 6000.00              |
| 9                                    | Vegetative Stabilization                                                                                                                                                                                                                      | 10            | AC   | 10,000.00          | 10,000.00            |
| 10                                   | Gravel Access Driveways                                                                                                                                                                                                                       | 920           | CY   | 150.00             | 138,000.00           |
| 11                                   | Install Chain Link Fence                                                                                                                                                                                                                      | 2,100         | LF   | 10.00              | 21,000.00            |
| 12                                   | Turbidity Barrier - Type 1                                                                                                                                                                                                                    | 140           | LF   | 30.00              | 4,200.00             |
| CHLORINE CONTACT CHAMBER DEMOLITION  |                                                                                                                                                                                                                                               |               |      |                    |                      |
| 13                                   | Wet Well structure retrofit (Demo, Associated Excavation for vertical expansion)                                                                                                                                                              | 1             | LS   | 25,000.00          | 25,000.00            |
| 14                                   | Demolish and Remove all Mechanical Equipment, Hangers, Fiberglass Lid, and Baskets                                                                                                                                                            | 1             | LS   | 10,000.00          | 10,000.00            |
| 15                                   | Remove Associated Electrical Items and Controls                                                                                                                                                                                               | 1             | LS   | 5,000.00           | 5,000.00             |
| WET WELL AND VALVE VAULT RENOVATIONS |                                                                                                                                                                                                                                               |               |      |                    |                      |
| 16                                   | Concrete Pad (Reinforcement, Forming and Finishing)                                                                                                                                                                                           | 5             | CY   | 1000.00            | 5000.00              |
| 17                                   | Furnish and Install all items and materials associated with construction of the new Wet Well and Valve Vault. To include Concrete, Concrete Reinforcements, Forming, Finishing, Venting, Safety Hatches W/Grates, and Final Backfill Grading. | 1             | LS   | 75,000.00          | 75,000.00            |
| 18                                   | Furnish and Install New Valves, Check Valves, Rails, Hoist, Submersible Pumps and Bases, Basket Strainer, SS hardware, and SS Cables, Link Seals and associated piping                                                                        | 1             | LS   | 130,000.00         | 130,000.00           |
| 19                                   | Furnish/Install/Setup Floats and Ultrasonic Transducer                                                                                                                                                                                        | 1             | LS   | 3000.00            | 3000.00              |
| 20                                   | Mag Meter, Vault and Appurtenances                                                                                                                                                                                                            | 1             | LS   | 2000.00            | 2000.00              |
| ELECTRICAL                           |                                                                                                                                                                                                                                               |               |      |                    |                      |
| 21                                   | Furnish and Install Outdoor Rated Equipment Rack                                                                                                                                                                                              | 1             | LS   | 3500.00            | 3500.00              |
| 22                                   | Furnish and Install Outdoor Rated Pedestal and Junction Box                                                                                                                                                                                   | 1             | LS   | 1500.00            | 1500.00              |
| 23                                   | Furnish and Install Out Door Rated PLC, SCADA, Control Panel, VFDs, Transformer, Mag Meter and Pump Controls                                                                                                                                  | 1             | LS   | 120,000.00         | 120,000.00           |
| 24                                   | Furnish and Install Grounding, Conduit, and Conductors                                                                                                                                                                                        | 1             | LS   | 30,000.00          | 30,000.00            |
| 25                                   | Integration of Equipment into County Scada System, Programming Changes to Existing Central Computer                                                                                                                                           | 1             | LS   | 10,000.00          | 10,000.00            |
| 26                                   | Furnish and Install 15' Site Light Pole                                                                                                                                                                                                       | 1             | EA   | 4500.00            | 4500.00              |
| 27                                   | New Electrical Service                                                                                                                                                                                                                        | 1             | LS   | 65,000.00          | 65,000.00            |

| MECHANICAL |                                                                                |       |      |              |            |
|------------|--------------------------------------------------------------------------------|-------|------|--------------|------------|
| 28         | Furnish and Install Spray Head Assembly                                        | 151   | EA   | 350.00       | 52,850.00  |
| 29         | Furnish and Install 6" Gate Valve                                              | 3     | EA   | 3000.00      | 9,000.00   |
| 30         | Furnish and Install Air Release Valve                                          | 10    | EA   | 3500.00      | 35,000.00  |
| 31         | Furnish and Install Blow Off Valve                                             | 3     | EA   | 3000.00      | 9,000.00   |
| 32         | Furnish and Install Sampling Tap                                               | 1     | EA   | 3250.00      | 3,250.00   |
| 33         | Furnish and Install Flow Control Valving & Assembly                            | 6     | EA   | 5000.00      | 30,000.00  |
| 34         | Furnish and Install Fittings                                                   | 1     | LS   | 40,000.00    | 40,000.00  |
| 35         | Furnish and Install RCP Pipe                                                   | 40    | LF   | 100.00       | 4,000.00   |
| 36         | Furnish and Install 6" C-900 Forcemain                                         | 4,845 | LF   | 50.00        | 242,250.00 |
| 37         | Furnish and Install 4" C900 Forcemain                                          | 1,570 | LF   | 35.00        | 54,950.00  |
| 38         | Furnish and Install 3" SDR-26 Forcemain                                        | 740   | LF   | 35.00        | 25,900.00  |
| 39         | Furnish and Install 1.25" SDR-26 Forcemain                                     | 3,850 | LF   | 20.00        | 77,000.00  |
| 40         | Furnish and Install 1.0" SDR-26 Forcemain                                      | 6,500 | LF   | 20.00        | 130,000.00 |
| 41         | Furnish and Install 3/4" SDR-26 Forcemain                                      | 105   | LF   | 20.00        | 2,100.00   |
| 42         | Furnish and Install 6" Jack and Bore Forcemain                                 | 245   | LF   | 600.00       | 147,000.00 |
| 43         | Furnish and Install 6" Directional Drilled Forcemain                           | 1,400 | LF   | 55.00        | 77,000.00  |
| 44         | Furnish and Install Precast Concrete Air Release and Blow off Valve Structures | 13    | EA   | 5000.00      | 65,000.00  |
| 45         | AASHTO No. 57 Stone for Pipe Bedding                                           | 100   | Tons | 50.00        | 5,000.00   |
| TOTAL BID: |                                                                                |       |      | 2,371,000.00 |            |

TOTAL BASE BID PRICE IN WORDS: Two Million Three Hundred and Seventy One Thousand Dollars and Zero Cents

5. The following documents are attached to and made a condition of this Bid:

- a. Required bid Security in the form of bond or cashier's check.
- b. A tabulation of Subcontractors, Suppliers, and other persons and organizations required to be identified in this Bid.
- c. Bidder's Qualification Statement with supporting data.

6. Communications concerning this Bid shall be addressed:

Darl Kolar, P.E.  
EA Engineering, Science, and Technology, Inc., PBC  
11200 Racetrack Road, Unit 101A  
Ocean Pines, MD 21811  
(410) 641-5341

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON 7/8, 2019

A Corporation

By J.J.I.D. Inc (SEAL)  
(Corporation Name)

Delaware  
(State of Incorporation)

By James J. Julian  
(Name of Person Authorized to Sign)

President  
(Title)

  
(Signature)

(Corporate Seal)

Attest Joan E. Gundam (SEAL)  
(Secretary)

Business Address: 100 Julian Lane  
Bear, DE 19701

Phone Number: 302-836-0414

A Joint Venture

By \_\_\_\_\_  
(Name)

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

\_\_\_\_\_  
(Address)

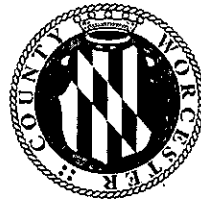
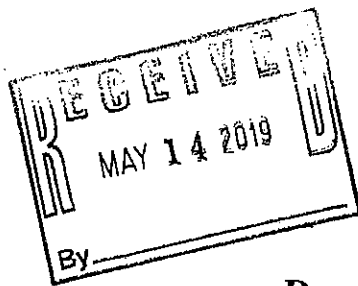
By \_\_\_\_\_  
(Name)

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

\_\_\_\_\_  
(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party of the joint venture should be in the manner indicated above.)





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 *JHT*  
DATE: May 14, 2019  
SUBJECT: Bid Request – Newark Spray Irrigation  
Newark Sanitary Service Area

Full size Plans and  
Full set of specifications  
Available in County  
Administration

DIVISIONS

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

RC  
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 for your review and approval are bid documents including the Notice to Bidders, Drawings, Specifications and Bidder's List for construction of the spray irrigation facilities for disposal of effluent from the Newark Wastewater Treatment Plant. The work includes:

1. Construction of approximately 6,500 linear feet of discharge piping from the wastewater treatment plant to the new spray site;
2. Construction of spray irrigation piping and discharge sprinkler heads;
3. Construction of a new pump station at the wastewater treatment plant for pumping the effluent to the spray site;
4. Modification of the treatment plant pond to increase holding for periods when spray is not permitted; and,
5. Testing, start-up, site restoration and close-out.

The total cost for this construction project is estimated to be \$1,600,000. Funding for the project is being provided by the Maryland Department of the Environment.

We are requesting that the Commissioners authorize the Department to proceed with bidding this work.

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

Attachments

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

**APPROVED**

Worcester County Commissioners

Date *4/4* 5/21/19



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

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

May 22, 2019



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

Please print the attached Notice to Bidders in *The Daily Times/Worcester County Times/Ocean Pines Independent and Ocean City Digest/Ocean City Today* on May 30, 2019. Thank you.

### NOTICE TO BIDDERS CONSTRUCTION OF NEWARK SPRAY IRRIGATION FACILITIES WORCESTER COUNTY, MARYLAND

The Worcester County Commissioners are currently accepting sealed bids for construction of Spray Irrigation Facilities in the Newark Service Area for the Worcester County Department of Public Works - Water and Wastewater Division. The Project generally consists of construction of approximately 6,500 linear feet of discharge piping, spray irrigation piping and discharge sprinkler heads, a new pump station, modification of the treatment plant pond to increase holding, testing, start-up, site restoration and close-out, and includes furnishing all equipment, material, and labor for the work described in the bid document drawings and specifications. This project is funded by the Clean Water State Revolving Fund (CWSRF) administered by the Environmental Protection Agency and the Maryland Department of the Environment. Contractor requirements under the CWSRF are included in the bid documents and include, but are not limited to, use of American iron and steel, adhering to applicable Davis Bacon Act prevailing wage rates, and participation of disadvantaged business enterprises. Bid documents are available from DiCarlo Precision Instruments, Inc., 2006 Northwood Drive, Salisbury, Maryland 21801 (410-749-0112). Interested bidders are encouraged to attend a non-mandatory **Pre-Bid Conference at 10:00 AM (EDT) on Tuesday, June 11, 2019** at the Worcester County Department of Public Works - Water and Wastewater Division Office at 1000 Shore Lane, Ocean Pines, Maryland 21811. **Sealed proposals will be accepted until 1:00 PM (EDT) on Monday, July 8, 2019** in the Office of the County Commissioners at Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, at which time they will be opened and publicly read aloud. Envelopes shall be marked "**Bid Enclosed - Newark Spray Irrigation Facilities**" in the lower left-hand corner. After opening, bids will be forwarded to the Public Works Department 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 Darl Kolar, P.E., Project Manager, EA Engineering, Science, and Technology, Inc., PBC at 410-641-5341.

## BIDDERS' LIST

### Newark Spray Irrigation

Bunting & Murray Construction Corp.  
RD 1, Box 140A  
Selbyville DE 19975  
Phone: 302-436-5144  
Fax: 302-436-1753  
[carrie@buntingandmurray.com](mailto:carrie@buntingandmurray.com)

Hopkins Construction, Inc  
18904 Maranatha Way, #1  
Bridgeville, Delaware 19933  
Phone: 302-337-3366  
Fax: 302-337-3317  
[www.hopcon.com](http://www.hopcon.com)

George & Lynch, Inc  
150 Lafferty Lane  
Dover, Delaware 19901  
Phone: 302-328-6275  
Fax: 302-328-8998  
[mmcgonigal@geolyn.com](mailto:mmcgonigal@geolyn.com)

Bennett Construction, Inc.  
515 S. Camden Avenue  
Fruitland MD 21826  
Phone: 410-749-3116  
Fax: 410-749-6088  
[bruceg@bennett-construction.com](mailto:bruceg@bennett-construction.com)

A-del Construction Company, Inc.  
10 Adel Drive  
Newark, DE 19702-1331  
Email - [cfairer@a-del.com](mailto:cfairer@a-del.com)  
Phone: (302) 893-3964  
Fax: (302) 453-9550

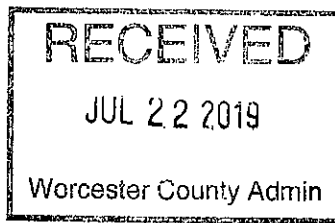
Dixie Construction Company, Inc.  
260 Hopewell Road  
Churchville, MD 21028  
Phone: (410) 879-8055  
Fax: (410) 241-5586  
[ebrown@dixieconst.com](mailto:ebrown@dixieconst.com)

A.P. Croll & Son, Inc.  
PO Box 748  
22997 Lewes-Georgetown Highway  
Georgetown, DE 19947  
Phone: 302-856-6177  
Fax: 302-856-3482  
[mail@apcroll.com](mailto:mail@apcroll.com)

Teal Construction, Inc.  
PO Box 779 – 19903  
612 Mary Street  
Dover, DE 19903  
Phone: 302-678-9500  
Fax: 302-678-9715  
[CR1647@TealConstruction.com](mailto:CR1647@TealConstruction.com)

Black Construction  
P.O. Box 978  
Dover, DE 19903  
Phone: 302-734-3447  
Fax: 302-678-1709

Bearing Construction, Inc.  
805 Shine Smith Road  
Sudlersville, MD 21668-1561  
Phone: (410) 556-6100  
Fax: (410) 556-6574  
[jim@bearingconstruction.net](mailto:jim@bearingconstruction.net)



25  
July 19, 2019

Harold Higgins  
Chief Administrative Officer  
Worcester County Administration  
Room 1103 Government Center  
One West Market Street  
Snow Hill, MD 21863-1195  
410-632-1194  
410-632-3131 (fax)

Copy: Sewer Committee ✓

Mr. Higgins,

I am writing you today to formally request a 60-day extension for Condition #1 on the attached letter. After my discussion with Bob Mitchell today, we believe the new subdivision plat will be recorded within 30 days. Please let me know if there is anything further I need to do regarding this matter.

Thank you,

A handwritten signature in cursive script, appearing to read "P. Carlotta".

Paul Carlotta  
410.430.1518



TEL: 410-632-0688  
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

January 25, 2019

Assateague Island Farm, LLC  
8746 Stephen Decatur Hwy  
Berlin, MD 21811

RE: Allocation of Six Sewer EDUs to a portion of Tax Map 33 Parcel 29 on Stephen Decatur Highway

Dear Assateague Island Farm, LLC:

Please be advised that at their meeting on January 22, 2019, the Worcester County Commissioners reviewed and approved your request for the allocation of six (6) equivalent dwelling units (EDUs) of sewer service from the Mystic Harbour Sanitary Service Area to serve a portion of your property with an existing roadside stand and a proposed restaurant associated with a proposed farm brewery (not the brewery itself) on the subject property located on the east side of Stephen Decatur Highway (MD Route 611) south of the Ocean City Airport. The subject property is identified on Tax Map 33 as Parcel 29.

This approval is contingent upon purchase of water EDUs and the following conditions:

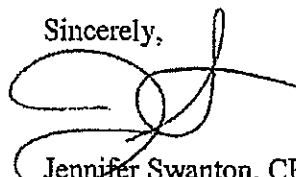
1. Owner shall complete and record a subdivision plat to separate the proposed brewery and its wastewater holding tank, well and wastewater disposal areas from the roadside stand, proposed restaurant and all other uses to be served by these EDUs. Said subdivision plat shall be approved and recorded within 6 months of EDU allocation approval and before any other approvals are granted for the project or the EDU allocation approval shall be null and void.
2. Owner shall be required to receive approval of an exemption from the MDE for the land application of food processing wastewater. To secure this exemption they need to submit a sample of the processing wastewater to the State chemist at MDA for analysis and approval to use the material as a soil amendment. This could not be done until brewing actually starts, so storage, pump-out, and disposal of generated waste will need to be done until they secure approval for the exemption from MDE to irrigate utilizing this material.

3. Adequate storage shall be provided in a holding tank that would meet regulatory storage requirements and permitted by Worcester County Environmental Programs. The owner shall also secure agreements to have a licensed wastewater hauler take any unused wastewater to a permitted disposal facility in the winter when land application of nutrients is not permitted.
4. Composting, if considered, shall meet State and local regulatory and code requirements.
5. A properly-sized grease trap for restaurant waste shall be installed.
6. Separate plumbing shall be required for the domestic public water and sewer service to the restaurant and roadside stand which is separate from the brewery and irrigation supply plumbing served by well and holding tank. This shall include a drawing for the plumbing plans that will be field verified and inspected by County.
7. An approved nutrient management plan for the farm shall be finalized and implemented once approval from the State chemist for the brewery waste to be utilized on the farm is secured. Continued compliance with MDA's nutrient management regulations for a soil conditioner shall be required.
8. A sampling station or equivalent access to raw effluent from the restaurant sewer lateral to the force main on Rt 611 shall be provided to the County to access for confirmation of the strength and composition of wastewater delivered to the Mystic Harbour collection system.
9. An engineering report shall be prepared for County review to confirm that the above arrangements can be completed and that the recently installed Rt 611 force main can accept the requested volume of wastewater from this proposed connection.
10. Application and approval of an amendment to the Water and Sewer Plan (the Plan) by both the County and the State reclassifying the subject property from S-3 to S-1 which indicates an area of existing or planned sewer service to be built within 2-years.
11. Conditions 2 through 10 above shall be met on or before December 31, 2020 or the EDU allocation approval shall be null and void.

Please contact me as you satisfy these conditions to make arrangements for payment of the remaining balance for purchase of these EDUs as well as to review other pertinent conditions with respect to your connection to the Mystic Harbour Sewerage System.

Thank you for your purchase of these EDUs. We look forward to having you as a new sewer customer of the Mystic Harbour Service Area.

Sincerely,



Jennifer Swanton, CPA  
On behalf of Jessica R. Wilson, CPA  
Enterprise Fund Controller

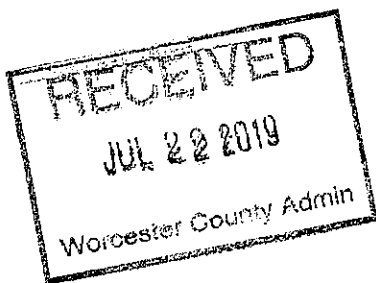
JS/KS:dd  
cc: Worcester County Sewer Committee

Lisa and Paul Carlotta

8746 Stephen Decatur Hwy  
Berlin MD 21811

EASTERN SHORE MD 218

19 JUL 2019 PMS 1



HAROLD HIGGINS  
CHIEF ADMINISTRATIVE OFFICER  
ROOM 1103 GOVT CENTER  
1 WEST MARKET ST  
SNOW HILL MD 21863-1195



The Commissioners met with Assistant Chief Administrative Officer and Sewer Committee representative Kelly Shannahan to review a request from Paul Carlotta of Assateague Island Farm, LLC for allocation of six equivalent dwelling units (EDUs) of sanitary sewer service from the Mystic Harbour Sanitary Service Area (SSA) to serve an existing roadside stand and a proposed restaurant associated with a proposed farm brewery on a 17-acre parcel located on the east side of Stephen Decatur Highway (MD Rt. 611) south of the Ocean City Airport and more specifically identified on Tax Map 33 as Parcel 29. Mr. Shannahan advised that the property is currently zoned A-2 Agricultural District and is designated S-3 (designated for sewer services within 6-10 years) in the County Water and Sewerage Plan, though this does not guarantee any service or obligate the provision of services in that time frame. He stated that if the EDU allocation request is approved, the existing septic system would be required to be abandoned and properly filled, and while the applicant would like to keep the recently-installed well for agricultural use and for the brewing process, he would be required to connect to the public system for potable water supply for domestic service to the roadside stand and restaurant. Mr. Shannahan advised that, to prevent introduction of high-strength processing wastewater to the Mystic Harbour sewer system from the brewery operation, only domestic-strength wastewater from the roadside stand and restaurant should be permitted to be discharged from this property. He explained that brewery waste has been reported to be 30 to 50 times the strength of domestic waste with respect to Biochemical Oxygen Demand (BOD) and could jeopardize operations if introduced to the Mystic Harbour Wastewater Treatment Plant (WWTP). He further stated that the proposed use of agricultural and brewery wastewater on the farm will require State approval. Mr. Shannahan advised that 52 remaining EDUs are available in Area 2 (south of the airport) as follows: 20 EDUs - Commercial Infill (new development); 2 EDUs - Vacant or Multi-Lot Properties (to replace septic); 6 EDUs - Assateague Greens Executive Golf Course (to replace septic); 5 EDUs - Church (to replace septic); and 19 EDUs - Single Family Dwellings (to replace septic). He advised that the Sewer Committee recommended that any approval be contingent upon the following 11 conditions: subdivision of the property within six months; approval from the State for exemption to land apply food processing wastewater; adequate storage of wastewater when land application is not permitted; composting to meet State requirements; installation of a grease trap for the restaurant; separate plumbing for the roadside stand/restaurant and for the brewery/farm operation; approved nutrient management plan for the farm; installation of sampling station to test raw sewage from the restaurant sewer lateral; engineering report to confirm proposed improvements; amendment to the Water and Sewer Plan from S-3 to S-1 (reflecting service within 2 years); and a deadline of December 31, 2019 to meet the above conditions.

In response to a question by Commissioner Bunting, County Attorney Maureen Howarth explained the reason for requiring the property to be subdivided is that under the current County Code the County does not permit private and public services on the same property, and an individual is required to connect to public water and sewer if it is available; however, in this instance the County would allow the owner to continue using his private well if the brewery and farm operation were subdivided from the roadside stand and restaurant to be served by public water and sewer. Mr. Shannahan stated that a subdivision plat is required for this project to be sure there is a clear separation of waste from the brewery, which will be served by septic, and the roadside stand and restaurant, which will receive public services from the Mystic Harbour SSA.

In response to follow-up questions by Commissioner Bunting, Environmental Programs Director Bob Mitchell advised that the Maryland Department of the Environment (MDE) will require the applicant to provide a wastewater sample to complete a Nutrient Management Plan and obtain an exemption. Public Works Deputy Director John Ross advised that requiring an engineering report is the most effective way to assure that the proposed systems will work and that the brewery waste is disposed of apart from the restaurant and roadside stand, as it will best identify how many gallons of waste will be generated by the brewery and where that waste can be sprayed on the farm property.

In response to an additional question by Commissioner Bunting, Mr. Mitchell stated that the applicant probably will not be able to meet the December 31, 2019 deadline, given that the equipment needed to complete the project will not be available until summer 2019, and for that reason staff would support extending the deadline to December 31, 2020.

After much discussion and upon a motion by Commissioner Bunting, the Commissioners unanimously approved Option 1, as outlined by the Sewer Committee, to allocate 6 EDUs of sewer service from Area 2 (South) of the Mystic Harbour SSA to serve the Assateague Island Farm, LLC property, with EDU's allocated from the Commercial Infill category, and subject to the 11 above conditions of approval and modifying the deadline to meet all of the above conditions from December 31, 2019 to December 31, 2020.



26

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

July 31, 2019

TO: Worcester County Commissioners  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *Kel*  
On Behalf Of Worcester County Sewer Committee  
SUBJECT: Request for Allocation of 38 Additional EDUs for Frontier Town Campground

---

Please be advised that on January 31, 2019 we received the attached request from Attorney Hugh Cropper, IV on behalf of Sun TRS Frontier LLC (the Applicant) for the allocation of an additional 37 equivalent dwelling units (EDUs) of sanitary sewer service from the Mystic Harbour Sanitary Service Area (MHSSA) for a proposed "Phase II" expansion of the Frontier Town Campground to serve an additional 112 campsites. The application was subsequently reviewed by the Worcester County Sewer Committee at our meeting on February 7, 2019 which determined, among other findings, that a total of 38 EDUs would be required to serve the additional 112 campsites. Following our review, Mr. Cropper requested that the Commissioners' consideration of the application be delayed. By letter dated July 26, 2019, Mr. Cropper requested that application be presented to the Commissioners. On behalf of the committee, I offer the following staff report for your consideration with regard to this request:

**Background on Frontier Town Campground EDUs:** In planning for the expansion of the Mystic Harbour Wastewater Treatment Plant (WWTP), 130 EDUs were allocated to the Frontier Town Campground and 30 EDUs were allocated for the Commercial Portion of Frontier Town Campground to facilitate the removal of their septic system. On March 30, 2017, Frontier Town Campground purchased 166 EDUs to serve the existing campground in order to remove their current septic system. While drafting the MHSSA Sewer EDU Allocation Process, staff recognized that an additional 6 EDUs had been sold to Frontier Town Campground above and beyond the original allocation of 160 EDUs. Original calculations were that 160 EDUs were needed for the existing sites. It was later determined the number of campsites and corresponding EDUs were counted incorrectly. There were 584 existing sites and those sites needed 166 EDUs. On September 19, 2017, the County granted the extra 6 EDUs as it was consistent with the Plan and MDE's approval to provide public sewer to the existing campground. In order to properly

document this purchase, the Commissioners agreed that the 6 EDUs would come from the "Infill and Intensification of Properties in Area 1" (the North Area) which was approved on September 19, 2017 upon adoption of the EDU Allocation Process.

By application dated November 27, 2017, the Applicant previously requested an additional 71 EDUs for a campground expansion to serve 213 new campsites at Frontier Town Campground. The application was subsequently denied by the County Commissioners on December 19, 2017 since such an allocation would have required amending the Allocation Table and Map in the Water and Sewerage Plan (the "Plan") which was required by the Maryland Department of the Environment (MDE) as a condition to their approval of the MHSSA expansion, would eliminate all EDUs in the South and diminish available EDUs in the North, and since the Allocation Table only allocated 160 EDUs to Frontier Town for the existing campground, and none had been allocated for future expansion of the campground. Doing otherwise would have violated the Plan unless the Plan was formally amended by the County Commissioners and approved by MDE.

A revised application requesting 34 EDUs for a proposed 101 campsite expansion was submitted on March 9, 2018. On June 19, 2018 the Commissioners approved the request and since there were no EDUs available for new development south of the airport, the Commissioners amended the EDU Allocation Table for the Mystic Harbour Service Area in the Water and Sewerage Plan to allocate 34 EDUs from the "Infill and Intensification" category in Area 1 (north of the airport) to the "Frontier Town Campground" category in Area 2 (south of the airport) to accommodate the proposed 101 campsite expansion.

**Summary of Current Request:** The Applicant now requests an allocation of an additional 37 EDUs of sewer service from the MHSSA to provide for Phase II of the campground expansion to serve an additional 112 campsite expansion area. In order to accommodate 112 campsites, staff calculates that a total of 38 EDUs are required as follows:

- 112 campsites at 100 gallons per day (gpd) per campsite = 11,200 gpd  
÷ 300 gpd/edu = 37.33 EDUs (rounded up to 38 EDUs required)
- **37 EDUs Total Request - 38 EDUs Total Required for 112 campsites**

The subject property is located on the east side of Stephen Decatur Highway (MD Route 611) north of Assateague Road (MD Route 376), is approximately 199.99 acres in area, currently zoned A-2 Agricultural District, and is designated S-1 in the Plan which indicates an area of existing or planned sewer service to be built within 2-years, but does not guarantee any service or obligate the provision of services in that time frame. While a site plan has been submitted and conceptually approved by the Worcester County Planning Commission for the campground expansion, signature site plan approval is contingent upon the Applicant securing the necessary sanitary capacity from the MHSSA as approved by the County Commissioner in accordance with Resolution 17-19.

**Current Available Capacity - South:** There are currently 31 EDUs allocated in Area 2 (south of the airport), in which Frontier Town Campground is located, which have not yet been purchased. Remaining EDUs in all categories in Area 2 are as follows: Commercial Infill South of Airport (0 of 20 EDUs), Vacant or Multi-Lot properties (1 of 4 EDUs), Assateague Greens Executive

Golf Course/Range (6 of 6 EDUs), Ocean City Airport, Clubhouse and Humane Society (0 of 32 EDUs), Church (5 of 5 EDUs), Single Family Dwellings (19 of 20 EDUs), Castaways Campground (0 of 88 EDUs), Frontier Town Campground (0 of 200 EDUs). Since Frontier Town Campground has been previously allocated and sold a total of 200 EDUs, there is presently no additional capacity available for allocation in either the "Frontier Town Campground" or "Commercial Portion of Frontier Town Campground" categories of the approved MHSSA EDU Allocation Table as referenced in the Plan. The remaining 31 EDUs in this area are intended to serve properties which will enable the replacement of septic systems for existing homes and other existing developments. Therefore there is no remaining capacity in Area 2 to accommodate this request.

**Current Available Capacity - North:** There are currently 109 EDUs allocated in Area 1 (north of the airport) which have not yet been purchased. These remaining EDUs have been allocated for the following uses: Infill and Intensification (33 EDUs), Vacant or Multi-Lot properties (50 EDUs), Single Family Dwellings (17 EDUs), and Commercial properties (9 EDUs). Should the Commissioners wish to consider re-allocating an additional portion of the available capacity in Area 1 north of the airport to Area 2 south of the airport, such action should be carefully considered in accordance with the established priorities of the original allocation of the sewer capacity (see explanation below), and would require an additional amendment to the Water and Sewerage Plan and approval by MDE for such a change to shift EDUs from Area 1 to Area 2 since the EDU Allocation Table was officially adopted as part of the Plan as required by MDE.

**Background on Original Allocation of New Sewer Capacity in Mystic Harbour:** The expansion of the Mystic Harbour WWTP and funding from USDA in 2008 was predicated upon the need for infill and intensification of properties along the Route 50 commercial corridor and vicinity, service to vacant or multi-lot properties, single family dwellings converting from septic systems to public sewer, and commercial properties. The Worcester County Planning Commission recommended a rating system to rank priority allocations of the additional EDUs with highest priority to (1) infill lots, (2) expansion of existing facilities, (3) replacement of septic tanks, and (4) new developments. While staff recognizes that revisions to the original allocations may be prudent from time to time, any such re-allocations should be in keeping with the original intent of the Planning Commission and the County Commissioners in 2008 when the Mystic Harbour WWTP expansion was approved and upon which the USDA committed funding for the expansion project. Furthermore, since the EDU Allocation Table was officially incorporated into the Plan as required by MDE, a change to shift EDUs from Area 2 to Area 1 would require an amendment to the Plan with the approval of MDE and concurrence that such action is in keeping with the original purpose of the expansion and the priority allocations as established by the Planning Commission. In addition, once EDUs are reallocated from one category to another and sold, they will no longer be available for the originally intended purpose. In summary, approval of this request would result in a total of 238 EDUs (or 35.7% of the new capacity) being allocated to a single user (Frontier Town Campground) which is contrary to the primary purpose of this capacity to provide for infill and intensification of properties along the Route 50 commercial corridor and vicinity north of the airport, which is continuing to grow and redevelop as planned.

### **Options for Commissioners' Action on the Request:**

Option 1 - Initiate an amendment to the Water and Sewerage Plan to shift 38 EDUs from Area 1 (north of the airport) to Area 2 (south of the airport) and upon Plan approval by MDE, approve the allocation of 38 EDUs from among one or more of the following use categories with remaining allocations for new development in Area 1 to be specified by the Commissioners:

**Area 1 (north):** 33 EDUs - Infill and Intensification  
50 EDUs - Vacant or Multi-Lot properties  
9 EDUs - Commercial

Option 2 - Initiate an amendment to the Water and Sewerage Plan and approve a portion of the requested 38 EDUs to be shifted from Area 1 (north of the airport) to Area 2 (south of the airport) from among one or more of the following use categories with remaining allocations for new development in Area 1 to be specified by the Commissioners:

**Area 1 (north):** 33 EDUs - Infill and Intensification  
50 EDUs - Vacant or Multi-Lot properties  
9 EDUs - Commercial

Option 3 - Deny the request for allocation of an additional 38 EDUs of sewer service from the MHSSA to provide for Phase II expansion of 112 campsites at Frontier Town since there is currently no remaining allocation available for that use in Area 2.

The Sewer Committee will be available to answer any questions which you may have with regard to this application in order for you to make the most informed decision on this request.



| Allocation of Sewer EDUs in Mystic Harbour Sanitary Service Area (New Capacity as of 7/16/19)                                                                                                                                                                      |                     |                             |                     |                         |                      |                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------------|---------------------|-------------------------|----------------------|----------------------------|
| North of Airport, North of Antique Road, East and West of Route 611 - "Area 1"                                                                                                                                                                                     | Original Allocation | Current Adjusted Allocation | Sold and In Service | Sold and Not In Service | Remaining Allocation | Footnotes                  |
| Infill and Intensification of Properties in "Area 1"                                                                                                                                                                                                               | 154                 | 114                         | 0                   | 81                      | 33                   | 3, 10, 12, 13, 14          |
| Vacant or Multi-lot Properties in "Area 1"                                                                                                                                                                                                                         | 80                  | 80                          | 0                   | 30                      | 50                   | 13                         |
| Single Family Dwellings                                                                                                                                                                                                                                            | 17                  | 17                          | 0                   | 0                       | 17                   |                            |
| Commercial Properties in "Area 1"                                                                                                                                                                                                                                  | 80                  | 80                          | 0                   | 71                      | 9                    | 4, 5, 7, 8, 11, 13, 14, 17 |
| <b>Subtotal EDUs in "Area 1"</b>                                                                                                                                                                                                                                   | <b>331</b>          | <b>291</b>                  | <b>0</b>            | <b>182</b>              | <b>109</b>           |                            |
| <b>Airport and South of Airport, East of Route 611 - "Area 2"</b>                                                                                                                                                                                                  |                     |                             |                     |                         |                      |                            |
| Commercial Infill South of Airport                                                                                                                                                                                                                                 | 20                  | 20                          | 0                   | 20                      | 0                    | 15, 16                     |
| Vacant or Multi-lot Properties                                                                                                                                                                                                                                     | 4                   | 4                           | 0                   | 3                       | 1                    | 6, 16                      |
| Assateague Greens Executive Golf Course/Range-9-holes                                                                                                                                                                                                              | 6                   | 6                           | 0                   | 0                       | 6                    |                            |
| Ocean City Airport, Clubhouse and Humane Society                                                                                                                                                                                                                   | 32                  | 32                          | 32                  |                         | 0                    | 1                          |
| Church                                                                                                                                                                                                                                                             | 5                   | 5                           | 0                   | 0                       | 5                    |                            |
| Single Family Dwellings                                                                                                                                                                                                                                            | 20                  | 20                          | 0                   | 1                       | 19                   | 9                          |
| Castaways Campground                                                                                                                                                                                                                                               | 88                  | 88                          | 88                  |                         | 0                    | 2                          |
| Frontier Town Campground                                                                                                                                                                                                                                           | 130                 | 200                         | 0                   | 200                     | 0                    | 3, 10                      |
| Commercial Portion of Frontier Town Campground                                                                                                                                                                                                                     | 30                  | 0                           |                     |                         | 0                    |                            |
| <b>Subtotal EDUs in "Area 2"</b>                                                                                                                                                                                                                                   | <b>335</b>          | <b>375</b>                  | <b>120</b>          | <b>224</b>              | <b>31</b>            |                            |
| <b>TOTAL EDUs</b>                                                                                                                                                                                                                                                  | <b>666</b>          | <b>666</b>                  | <b>120</b>          | <b>406</b>              | <b>140</b>           |                            |
| Note: See attached map for location of EDU allocations                                                                                                                                                                                                             |                     |                             |                     |                         |                      |                            |
| <b>Footnotes:</b>                                                                                                                                                                                                                                                  |                     |                             |                     |                         |                      |                            |
| 1 - Transferred 32 EDUs to Town of Ocean City on June 3, 2014 as part of the Eagles Landing Spray Irrigation MOU.                                                                                                                                                  |                     |                             |                     |                         |                      |                            |
| 2 - Sold 88 EDUs to Castaways Campground on July 3, 2014.                                                                                                                                                                                                          |                     |                             |                     |                         |                      |                            |
| 3 - Sold 166 EDUs to Frontier Town Campground on March 30, 2017 by transferring 30 EDUs from Frontier Town Commercial allocation and 6 EDUs from "infill and intensification of properties in Area 1" allocation as agreed by Commissioners on September 19, 2017. |                     |                             |                     |                         |                      |                            |
| 4 - Sold 14 EDUs to Park Place on May 16, 2017.                                                                                                                                                                                                                    |                     |                             |                     |                         |                      |                            |
| 5 - Hampton Inn bought 40 EDUs from Mitch Parker and bought an additional 13 EDUs from the County on August 28, 2017.                                                                                                                                              |                     |                             |                     |                         |                      |                            |
| 6 - Approved the sale of 2 EDU's to Victor H. Birch Property on March 20, 2018.                                                                                                                                                                                    |                     |                             |                     |                         |                      |                            |
| 7 - Approved the sale of 1 EDU to Eugene Parker Trust Property on April 3, 2018.                                                                                                                                                                                   |                     |                             |                     |                         |                      |                            |
| 8 - Approved the sale of 3 EDU's to L & B Ocean City, LLC Properties on April 3, 2018.                                                                                                                                                                             |                     |                             |                     |                         |                      |                            |
| 9 - Approved the sale of 1 EDU to Michael Jay Deem Property on April 17, 2018.                                                                                                                                                                                     |                     |                             |                     |                         |                      |                            |
| 10 - Water and Sewerage Plan Amendment - 34 EDUs from "infill and intensification of properties in Area 1" to Frontier Town Campground for Expansion - approved on June 19, 2018 by County Commissioners (Resolution No. 18-17).                                   |                     |                             |                     |                         |                      |                            |
| 11 - Approved the sale of 9 EDUs to Stockyard Inc. Property on June 19, 2018.                                                                                                                                                                                      |                     |                             |                     |                         |                      |                            |
| 12 - Approved the sale of 27 EDUs to GCR Development, LLC Property on July 3, 2018.                                                                                                                                                                                |                     |                             |                     |                         |                      |                            |
| 13 - Approved the sale of 63 EDUs - (29-infill, 30-vacant, 4-commercial) - to Sea Oaks, LLC property on Sept 18, 2018. Pending MDE approval.                                                                                                                       |                     |                             |                     |                         |                      |                            |
| 14 - Approved the sale of 45 EDUs - (25-infill, 20-commercial) - to ODIE-1, LLC (Alamo Motel) property on October 23, 2018.                                                                                                                                        |                     |                             |                     |                         |                      |                            |
| 15 - Approved the sale of 6 EDUs to Assateague Island Farm, LLC property on January 22, 2019, subject to various conditions.                                                                                                                                       |                     |                             |                     |                         |                      |                            |
| 16 - Approved the sale of 15 EDUs to ES Adkins and Company property (14 commercial infill, 1 vacant) on February 19, 2019.                                                                                                                                         |                     |                             |                     |                         |                      |                            |
| 17 - Approved the sale of additional 7 EDUs to Stockyard Inc. Property on July 16, 2019.                                                                                                                                                                           |                     |                             |                     |                         |                      |                            |



CURTIS H. BOOTH  
BRYNJA MCDIVITT BOOTH  
HUGH CROPPER IV  
THOMAS C. MARRINER\*  
ELIZABETH ANN EVINS  
LYNDSEY J. RYAN

\*ADMITTED IN MD & DC

LAW OFFICES  
**BOOTH BOOTH  
CROPPER & MARRINER P.C.**

9923 STEPHEN DECATUR HWY., D-2

OCEAN CITY, MARYLAND 21842

(410) 213-2681

FAX (410) 213-2685

EMAIL: [hcropper@bbcmllaw.com](mailto:hcropper@bbcmllaw.com)

EASTON OFFICE  
130 N. WASHINGTON STREET  
EASTON, MARYLAND 21601  
(410) 822-2929  
FAX (410) 820-6586

WEBSITE  
[www.bbcmllaw.com](http://www.bbcmllaw.com)

January 23, 2019

Mr. Kelly Shannanhan, Assistant CAO  
Worcester County Commissioners  
One West Market Street, Room 1103  
Snow Hill, Maryland 21863

RE: **Frontier Town Campground Expansion**

Dear Mr. Shannanhan:

Sun TRS Frontier, LLC ("Sun") owns and operates the Frontier Town Campground, Frontier Town Western Theme Park, Waterslide, Zipline, retail area, among other entities, at the property described as Tax Map 33, Parcel 94, and described further in the attached tax assessment summary.

On March 1, 2016, the Worcester County Commissioners conducted a public hearing on Sun's request to rezone a portion of the property from C-2, General Commercial District, to A-2, Agricultural District. That rezoning was granted, and Rezoning Classification Resolution 16-02 was executed on March 15, 2016.

On May 12, 2016 and October 13, 2016, the Worcester County Board of Zoning Appeals granted special exceptions to expand the campground by 213 units.

On November 15, 2016, the Commissioners approved Resolution 16-26 to expand the Mystic Harbour Sanitary Service Area ("MHSSA") to provide sewer service to Frontier Town and allocated 166 EDU's for the existing campsites.

January 23, 2019

Page Two

On December 5, 2017, the Commissioners and Sun entered into a Small Project Wastewater and/Water Agreement pursuant to which Sun agreed to remove the existing septic systems at the campground, install new pump stations, and connect to a new regional pump station (designed and paid for by Sun). The pump station was designed to accommodate wastewater from the 585 existing campsites, the proposed 213 new campsites, and an additional 50 EDU's which could be allocated to other customers.

On February 8, 2017, the Worcester County Technical Review Committee reviewed the site plan for the 213 campsite expansion.

On July 6, 2017, the Worcester County Planning Commission approved the site plan for the 213 campsite expansion subject to Staff comments. The TRC and Planning Commission summaries are attached.

On November 21, 2017, Sun requested the allocation of 71 EDU's to accommodate the 213 campsite expansion. This request was denied. Subsequently, the 213 campsite was broken down into phases. Phase I consisted of 101 campsites. Pursuant to Resolution 17-19, Sun filed an application for the allocation of 34 EDU's to accommodate Phase 1 (101 campsites), which was granted.

Sun is in the process of constructing the 101 campsite addition. All of the charges associated with the total 200 EDU's have been paid for, in full.

Sun would like to thank the County Commissioners for allocating the 34 EDU's. The Frontier Town Campground has been very successful. It represents smart growth, and access to the Sinepuxent Bay. Business is great, and there is a higher demand than ever for the rental of campsites.

In addition, Sun expended almost six million dollars to completely tear down and rebuild the waterslide. They provided other amenities such as a first-class zipline. They upgraded the small boardwalk or retail area along Maryland Route 611.

Sun continues to pay substantial real estate taxes, hospitality taxes, sales taxes, among other things. Sun continues to employ a number of local people, many in year round jobs. Sun's business benefits this neighborhood, and the entire County. The residents of Sun's campground patronize other businesses in the area, as well as throughout the County.

January 23, 2019  
Page Three

Sun has recognized the need for the Phase II, 112 campsite addition. As a result, Sun has filed this application for 37 EDU's, to accommodate the 112 campsite expansion area.

In accordance with Resolution 17-19, Sun has shown an existing demonstrated need in connection with an approved site plan. Sun has specified how and where the capacity will be allocated. This allocation will increase the tax base, increase hospitality taxes, increase sales taxes, provide jobs, and provide residents and visitors to Worcester County access to the first-class amenities, as well as the marina, docks, and Sinepuxent Bay.

The infrastructure is in place, having been designed and paid for by Sun specifically to accommodate this campground expansion.

Respectfully submitted,



Hugh Cropper IV

HC/tgb

Enclosures

CC: Robert J. Mitchell, LEHS  
Maureen F.L. Howarth, Esquire  
Tom O'Branovic  
Kurt Beleck

Worcester County - Department of Public Works - Water and Wastewater Division  
Mystic Harbour Sewer Service Application

New

Name: Sun TRS Frontier, LLC Date: January, 2019  
Mailing address: c/o Hugh Cropper IV, 9923 Stephen Dec Hwy, D-2, Ocean City MD 21842  
Address of service location: 8428 Stephen Decatur Hwy, Berlin, MD 21811  
Property identification (acct # & map/parcel): Map 33, Parcel .. 94; 10-026018  
Type of project (circle one below):

Single Family Minor Site Plan Major Site Plan Residential Planned Community

Type of service requested (circle one): Residential Commercial

If commercial, list type of business, square footage and number of seats in restaurant (if applicable):

Campground

EDU's/gallons assigned to property: 200 EDU's to be purchased: 37

If developer new construction, will you be providing the meter (circle one): Yes No N/A

Name & license number of licensed plumber providing connection from meter to building:

Name & phone number of person to contact with regards to this application/account:

Hugh Cropper IV hcropper@bbcmllaw.com 410-213-2681

Signature: [Signature] Date: January, 2019

**Attachments required to be submitted with application:**

Single Family- Copy of permit application.

Minor Site Plans- Copy of TRC report or documentation of administrative waiver.

Major Site Plans- Copy of TRC report.

Residential Planned Community- Copy of Planning Commission's findings/recommendation for Step 1.

**NOTICE:** Please review attached Resolution No. 17-19 which details the EDU allocation process and the time frame in which the EDUs must be utilized or returned to the County for future allocation and utilization. If mains are to be installed by applicant a separate "Small Sewer and Water Project Agreement" will be required.

**OFFICE USE ONLY:**

Date received: \_\_\_\_\_ By: \_\_\_\_\_

Environmental Programs approval: \_\_\_\_\_ Date: \_\_\_\_\_

Treasurer's Office approval: \_\_\_\_\_ Date: \_\_\_\_\_

Public Work's approval: \_\_\_\_\_ Date: \_\_\_\_\_

**FEES PAID:**

Deposit \$1,000 per EDU X \_\_\_\_\_ (EDU's) = \$ \_\_\_\_\_

Remaining Balance \$6,964 per EDU X \_\_\_\_\_ (EDU's) = \$ \_\_\_\_\_

Future Capital Improvement Charge \$1,000 per EDU X \_\_\_\_\_ (EDU's) = \$ \_\_\_\_\_

Date received: \_\_\_\_\_ By: \_\_\_\_\_

**RETURN TO:**

Worcester County Treasurer's Office

Attn: Jessica Wilson

P.O. Box 349

Snow Hill, MD 21863

FULL POLICY ATTACHED AND INCORPORATED.

## Real Property Data Search

## Search Result for WORCESTER COUNTY

| View Map                         |                                                       | View GroundRent Redemption            |                                                                                      | View GroundRent Registration |                                                          |
|----------------------------------|-------------------------------------------------------|---------------------------------------|--------------------------------------------------------------------------------------|------------------------------|----------------------------------------------------------|
| Tax Exempt:                      |                                                       | Special Tax Recapture:                |                                                                                      |                              |                                                          |
| Exempt Class:                    |                                                       | NONE                                  |                                                                                      |                              |                                                          |
| Account Identifier:              |                                                       | District - 10 Account Number - 020018 |                                                                                      |                              |                                                          |
| Owner Information                |                                                       |                                       |                                                                                      |                              |                                                          |
| Owner Name:                      | SUN TRS FRONTIER LLC                                  | Use:                                  | COMMERCIAL                                                                           |                              |                                                          |
|                                  |                                                       | Principal Residence:                  | NO                                                                                   |                              |                                                          |
| Mailing Address:                 | 27777 FRANKLIN RD STE 200<br>SOUTHFIELD MI 48034-0000 | Deed Reference:                       | /06673/ 00477                                                                        |                              |                                                          |
| Location & Structure Information |                                                       |                                       |                                                                                      |                              |                                                          |
| Premises Address:                | 8428 STEPHEN DECATUR HWY<br>BERLIN 0-0000             | Legal Description:                    | 199.99 ACS & 2' X 30' E SIDE STEPHEN DECATUR RD FOR CONSV ESMNT SUN TRS FRONTIER LLC |                              |                                                          |
| Map:                             | Grid:                                                 | Parcel:                               | Sub District:                                                                        | Subdivision:                 | Section: Block: Lot: Assessment Year: Plat No: Plat Ref: |
| 0033                             | 0016                                                  | 0094                                  |                                                                                      | 75T0                         | 2019 246/17                                              |
| Special Tax Areas:               |                                                       | Town:                                 |                                                                                      | NONE                         |                                                          |
|                                  |                                                       | Ad Valorem:                           |                                                                                      |                              |                                                          |
|                                  |                                                       | Tax Class:                            |                                                                                      |                              |                                                          |
| Primary Structure Built          | Above Grade Living Area                               | Finished Basement Area                | Property Land Area                                                                   | County Use                   |                                                          |
| 1996                             | 28,885 SF                                             |                                       | 199.9900 AC                                                                          |                              |                                                          |
| Stories                          | Basement                                              | Type                                  | Exterior                                                                             | Full/Half Bath               | Garage Last Major Renovation                             |
|                                  |                                                       | RETAIL STORE                          |                                                                                      |                              | 2002                                                     |
| Value Information                |                                                       |                                       |                                                                                      |                              |                                                          |
|                                  | Base Value                                            | Value                                 | Phase-In Assessments                                                                 |                              |                                                          |
|                                  |                                                       | As of 01/01/2019                      | As of 07/01/2018                                                                     | As of 07/01/2019             |                                                          |
| Land:                            | 16,940,000                                            | 20,115,600                            |                                                                                      |                              |                                                          |
| Improvements                     | 21,007,200                                            | 27,394,500                            |                                                                                      |                              |                                                          |
| Total:                           | 37,947,200                                            | 47,510,100                            | 37,947,200                                                                           | 41,134,833                   |                                                          |
| Preferential Land:               | 0                                                     |                                       |                                                                                      | 0                            |                                                          |
| Transfer Information             |                                                       |                                       |                                                                                      |                              |                                                          |
| Seller: SUN TRS FRONTIER LLC     |                                                       | Date: 11/23/2015                      | Price: \$0                                                                           |                              |                                                          |
| Type: NON-ARMS LENGTH OTHER      |                                                       | Deed1: /06673/ 00477                  | Deed2:                                                                               |                              |                                                          |
| Seller: PARKEL CORPORATION THE   |                                                       | Date: 09/10/2015                      | Price: \$40,408,216                                                                  |                              |                                                          |
| Type: ARMS LENGTH MULTIPLE       |                                                       | Deed1: /06630/ 00250                  | Deed2:                                                                               |                              |                                                          |
| Seller: ENTERTAINMENT INC        |                                                       | Date: 11/20/1970                      | Price: \$0                                                                           |                              |                                                          |
| Type: NON-ARMS LENGTH OTHER      |                                                       | Deed1: RHO /02412/ 00507              | 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:                |                                                                                      |                              |                                                          |



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/dvdp/index.htm](http://www.co.worcester.md.us/dvdp/index.htm)

ZONING DIVISION  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICE DIVISION

**WORCESTER COUNTY TECHNICAL REVIEW COMMITTEE**  
February 8, 2017

**Jennifer K. Keener, Zoning Administrator (ext. 1123)**  
Department of Development, Review and Permitting  
Worcester County Government Office Building  
One West Market Street, Room 1201  
Snow Hill, MD 21863  
(410) 632-1200

\*\*\*\*\*

**Project:** Frontier Town Campground Expansion and commercial area modifications - proposed addition of 213 campsites and amenities within the campground, and proposed modification to the parking area associated with the outdoor commercial recreational uses, Tax Map 33, Parcel 94, Tax District 10, A-2 Agricultural and C-2 General Commercial Districts, located on the easterly side of Stephen Decatur Highway (MD Route 611), approximately 705 feet south of Assateague Way

**GENERAL COMMENTS:**

- A. In order to obtain a Building Permit, the applicant must submit the following to the Department:
  1. Submit a complete Building Permit application, along with the initial fee of \$300.00 made payable to "Worcester County",
  2. Submit four (4) sets of complete construction plans (footing, foundation, framing, floor plan and building elevations (front, rear and sides). The construction plans must be sealed by an architect. The plans must be prepared in accordance with the applicable International Building Code, Energy Code, and ADA Code;
  3. Submit three (3) sets of the site plan as approved by the Technical Review Committee or the Planning Commission.
- B. Once the permit is issued, the applicant must coordinate all necessary inspections with the respective Building/Housing/Zoning Inspector. The Department requires 24 hour notice for all inspections. The inspector, once on site, may require special or additional inspections than normal.
- C. In order to obtain a Certificate of Use and Occupancy, all of the necessary inspections must be completed and approved by the various inspections agencies (building, zoning, plumbing, electrical, water, sewage, health, roads, etc.). Two sets of As-Builts (illustrating all lighting, landscaping, parking, signs and etc.) must be submitted at least one week prior to the anticipated occupancy of the building, structure or use of land activity. The Department has 48 hours from the last inspection in which to process a Certificate of Use and Occupancy. Please note that it is unlawful to occupy (employees or patrons) a structure without benefit of a Certificate of Use and Occupancy.

Any questions relative to the permit or bonding process should be directed to Jennifer K. Keener at (410) 632-1200, extension 1123.

#### SPECIFIC COMMENTS:

This project is subject to, but not limited to, the following sections of the Zoning and Subdivision Control Article:

|          |                                                                                |
|----------|--------------------------------------------------------------------------------|
| ZS 1-202 | A-2 Agricultural District                                                      |
| ZS 1-210 | C-2 General Commercial District                                                |
| ZS 1-305 | Lot requirements generally                                                     |
| ZS 1-318 | Campgrounds                                                                    |
| ZS 1-320 | Off-street parking areas                                                       |
| ZS 1-322 | Landscaping and buffering requirements                                         |
| ZS 1-323 | Exterior lighting                                                              |
| ZS 1-325 | Site plan review                                                               |
| ZS 1-326 | Classification of highways                                                     |
| ZS 1-327 | Additional setbacks from drainage ditches and stormwater management facilities |

This project is also subject to the *Design Guidelines and Standards for Commercial Uses*, as revised and adopted on January 17, 2017.

Given the nature of this project, I have broken up my comments into two sections. The first addresses the campground, and the second addresses the commercial outdoor recreational area and parking.

#### Campground Expansion

1. Please revise the legal description on the cover sheet. It states that the property is located within the city limits of Ocean City;
2. Please add the following statement Please with a signature block for the owner to sign prior to signature approval: "As the property owner/developer, I am in full agreement with this site plan submitted herewith, and I am responsible for the completion of the improvements as shown on the approved site plan, and I understand that I cannot allow the property or buildings to be occupied until a Certificate of Use and Occupancy has been issued by the Department of Development, Review and Permitting."
3. More as an FYI, the Planning Commission can require that the existing campground comply with some or all of the regulations as desirable and economically feasible per §ZS 1-318(c)(1)J;
4. What are the four proposed staff/ student housing items? There is no further mention of it in the packet, nor are there any details on what type of housing is to be provided. I have no records on any approvals for such housing facilities previously;
5. The perimeter property lines are required to be screened in accordance with §ZS 1-318(c)(1)C. Is the existing landscaping that will be maintained on the subject property along the north basin sufficient in width to meet this requirement?
6. Each camp site must be able to accommodate two parking spaces. The details on page 41 only appear to provide for one space - §ZS 1-318(c)(1)D. The second space can be located on the grass;
7. Each amenity area, bath house/ comfort station, etc. must be provided with one bike rack. The minimum standards for bike racks can be found in §ZS 1-320(f)(12);



8. Please add a note to the cover sheet with the statement as outlined in §ZS 1-318(c)(1)E regarding amenities to be utilized only by the patrons of the campground;
9. Please note, the owner is required to notify the Department in writing of the months of closure of the campground on an annual basis per §ZS 1-318(c)(1)F;
10. Written confirmation shall be provided by the Department of Public Works, County Roads Division that the internal roads have been constructed to one of the private campground standards per §ZS 1-318(c)(1)H;
11. Please provide a chart with the camp site area for all proposed camp sites;
12. In addition, please also provide a layout plan that dimensions all campsites and provides setbacks for each site;
13. Please explain on the plans how each site will be identified in the field (posts with site number, etc.);
14. Please identify the internal road names on the site plan;
15. For one-way roads, applicable signage (i.e. "One Way" or "Do Not Enter") shall be provided. Please show the location on the site plan;
16. Parking is not required to be provided at the bath houses and other amenity features. If provided over the minimum requirements, then they would have to meet the pervious standards as found in §ZS 1-320(f)(1). The maximum that can be provided overall is 2.5 spaces per site. Also, a handicap accessible space is recommended at each amenity building;
17. All parking within the campground must be a minimum of 10' by 20'. This use does not qualify for reduced parking space sizes;
18. Please provide details on the handicap parking spaces, to include signage requirements, sizes, and whether the spaces are at grade or require depressed curbing;
19. Within the southerly portion of the campground addition, I am confused by the roadway arrows at sites 71-73, 74-76, and 98-101. If all three of these lanes are one way in the same direction, how are these sites to be accessed?
20. Is any lighting to be provided throughout the campground or at the buildings? If so, information needs to be provided in order to review for compliance in accordance with §ZS 1-323 and Section 18 of the *Design Guidelines and Standards*;
21. Written confirmation from the Department of Environmental Programs shall be required to be provided regarding the following information prior to the Department granting signature approval:
  - a. Adequate water and sewer facilities have been provided;
  - b. The Forest Conservation Law and/or Critical Area Law have been addressed;
  - c. Stormwater management site development plan approval has been obtained prior to Planning Commission review, and final plan approval obtained prior to signature approval;
  - d. Any necessary wetland impact approvals have been obtained;
22. Approval from the Health Department will be required for the Community Hall at time of permitting;
23. FYI -- Zoning permits will be required for the establishment of any new campsites, and building permits will be required for any structure (gazebo, playground, bath house, etc.). The Department shall require as-constructed surveys to be provided and must be prepared by a Land Surveyor registered in the state of Maryland prior to the issuance of any Certificates of Use and Occupancy;

LED  
DAD  
ALICE

## Outdoor Recreational Commercial Area

24. Under the site data on the cover sheet, please identify the total acreage dedicated to the commercial outdoor recreational area use;
25. The parking chart on the layout plan (sheet 11) shall reflect all existing parking (not just the ice cream and retail areas) as well as the proposed parking amounts. Per the 2004 approved site plan, 486 parking spaces overall were provided;
26. The parking chart shall also reflect the minimum and maximum parking standards per the current code. As an amusement park, the minimum calculation is one space per 6 persons of design rated capacity, and a maximum of 1 space per 4 persons of design rated capacity. Any capacity numbers shall be consistent with the Building and Fire Codes. If the parking maximum requirements are below the existing parking provided, no additional parking above that which was approved in 2004 shall be permitted;
27. Please note the dimensions of the parking spaces and travelways within the parking area. For this particular use, the Department could allow a portion of the spaces to be 10' by 18' or 9' by 18' as allowed by percentage under the chart in §ZS 1-320(b). If so utilized, the quantity of each and their location shall be noted on the plans and in the parking chart. The travelways must be a minimum of 24' in width (the 2004 approved site plan indicates the 24' wide aisle width). The detail provided on Sheet 41 shows a 22' wide travelway;
28. Please also revise the detail on Sheet 41 to reflect the applicable handicap signage jurisdiction (The Americans with Disabilities Act of 1990 and Maryland Accessibility Code);
29. The code currently allows a maximum of 10 parking spaces per row without a landscape island. Where previously approved with rows of 11, the Department will allow them to remain, but encourages the reduction where possible;
30. There are four handicap accessible parking spaces adjacent to the water park that do not appear to be located near any entrance. Since handicap accessible spaces are required to be on the shortest route possible, the Department recommends their relocation. There are no handicap spaces provided near the entrance to the Wild West theme park, and this would be a good place to relocate those four spaces;
31. Landscaping is required to be provided within all islands within the parking areas. Please provide a landscape plan that identifies the landscaping to be provided per the requirements of §ZS 1-322(f), with a landscape legend per §ZS -1322(d);
32. In accordance with §ZS 1-322(g), a maintenance and replacement bond for required landscaping is mandatory for a period not to exceed two years in an amount not to exceed one hundred and twenty-five percent of the installation cost. A landscape estimate from a nursery will be required to be provided at permit stage to accurately determine the bond amount;
33. The addition of the miniature golf at the southerly end of the commercial portion of the development was previously approved by the Board of Zoning Appeals for the expansion of the special exception for outdoor commercial recreational uses. Therefore, only site plan approval and valid permits are required for this expansion;

**The following are comments relative to the *Design Guidelines and Standards for Commercial Uses*:**

This development is located within the Seaside-Agricultural blend, but also holds its own unique character and history as part of the old western theme. Incorporation of many of these three distinct traditions has been provided for in the proposed architecture.

34. Please identify the roof pitch of the community hall and bath houses. In accordance with Section 8(b)(1), a 4:12 to 12:12 pitch is required;
35. Per Section 9(b)(3), stone and stone veneer systems are not appropriate as shown on the community hall. In addition, CMU walls as shown on the bath houses are acceptable when tinted and textured;
36. The bath houses, while subject to the *Design Guidelines and Standards*, are unique in their proposed use. Therefore, some of the more typical design features would not be utilized or recommended in a bath house design. These include:
  - a. Per Section 10(b)(1)B. & C., no uninterrupted façade shall be greater than 60' without providing for recesses or projections. However, given the use of the bath houses, a waiver to this requirement would be supported by Staff;
  - b. Section 10(b)(1)H., which calls for a minimum of 25% transparency;
  - c. Section 10(b)(1)J. requires that the bath house buildings be provided with a clearly identifiable base;
  - d. Section 11 outlining entry requirements;
37. Please note that any outdoor mechanicals associated with any building are required to be screened with either landscaping or materials similar to the construction of the particular building. Mechanical areas and their proposed screening shall be identified on the plans per Section 10(b)(2)B;
38. Please identify the color schemes of the buildings per Section 12;

Under Section 2 of the *Design Guidelines and Standards for Commercial Uses*, the Planning Commission is able to grant a waiver to the requirements contained within, so long as the applicant can meet the provisions described. Please keep in mind that if a similar standard is listed in the Zoning Code and does *not* allow for a waiver, that standard cannot be waived.



**Worcester County**  
Department of Environmental Programs

**Memorandum**

**To:** Technical Review Committee (TRC) for a February 8, 2017 meeting

**From:** Environmental Programs Staff

**Subject:** Frontier Town Campground Expansion, Tax Map 33 Parcel 94

**Date:** February 3, 2017

These comments are based upon the site plans received and are subject to change as the plans change to accommodate comments made by other committee members.

- ✓ The existing conditions plan fails to show existing wells and septic tanks & drain field. Some of the existing structures are shown but not labeled. Without this knowledge it is difficult to determine what will need to be properly abandoned and sealed/filled for demolition. Please find these existing utilities and show them on a plan with the proposed overtop but in a different color or label what will remain and what will be removed/sealed/filled. There are records that can be made available if it is helpful.
2. Frontier Town Campground meets the definition of a "camp" in COMAR 10.16.03.01-1.B(2) and is subject all regulations set forth in COMAR 10.16.03. Before a request to amend the current annual campground DHMH operating permit can be approved and/or a revision to the current operating permit can be made, a layout plan of the current campground showing all existing and new campsites needs to be submitted to Environmental Programs for approval. This is a separate approval process from this site plan approval, and we can work with the owner's representatives to secure this drawing.
3. Plumbing and gas permits will be required for this proposed expansion. Commercial plumbing plan reviews will be needed prior to issuance of the plumbing permits for the proposed community center and, separately, for the campsite connections/comfort station/ staff and student housing constructions.

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WORCESTER COUNTY GOVERNMENT CENTER 1 WEST MARKET STREET, ROOM 1308 SNOW HILL, MARYLAND 21863  
TEL: 410-632-1220 FAX: 410-832-2012

- ✱
4. Should show where student housing (Sheet 11) is being relocated from within the park. If this is a new addition, it could potentially affect sanitary capacity required for the property.
  5. Please show an EDU chart on the cover of the plan that addresses all uses, their assigned flow calculations and conversions to EDUs. Then indicate how many EDUs are currently assigned to this project and how many will need to be acquired and from which service district. The proposed mini golf area, if permitted to have customers not staying in the park, should be figured as the square footage of area x 0.008 (amusement park flow) = GPD/300 gallons per EDU. Existing campsites should be figured as  $584 \times 85 \text{ GPD/site} = 49,725 \text{ GPD}/300 \text{ Gallons per EDU}$  of of Mystic Harbour sewer capacity. The front commercial area and waterpark are served by an existing service contract at a set gallon per day level. We can supply the service district boundaries and the level of service to the applicant to use in the plan revision.
  6. The utility plans should have note(s) that the campground sewer infrastructure will be lining up with the Rt. 611 Force Main plans prepared by Davis, Bowen & Friedel (DBF), dated January 2017. These connections from the campground to the Mystic Harbour collection system should be referenced and shown.
  7. The Existing water park and amusement area in the front of the campground is served by Assateague Point Sanitary Area. There needs to be better delineation between the Assateague and Mystic Harbour infrastructure serving the campground.
  8. Applications need to be made with Jessica Wilson, Enterprise Fund Controller, on the purchase of sanitary capacity for the connection of the existing campground first, with a separate application for the service of this proposed expansion.

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DEPARTMENT OF  
ENVIRONMENTAL PROGRAMS

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1306  
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TEL: 410.692.1220 / FAX: 410.692.2012

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COMMUNITY HYGIENE

### TECHNICAL REVIEW COMMITTEE FOREST CONSERVATION REVIEW

STAFF PERSON: Jenelle Irwin 

DATE OF MEETING: February 8, 2017

PROJECT: Frontier Town Campground Expansion

LOCATION: Tax Map 33, Parcel 94

OWNER/DEVELOPER: Sun TRS Frontier, LLC

LEGAL CONSUL: Hugh Cropper, IV

SURVEYOR/ENGINEER: Atwell, LLC

.....  
This project is subject to the Worcester County Forest Conservation Law. The owner/applicant and their surveyor have completed a Forest Conservation application and received Forest Stand Declination approval. The next step is to submit the Forest Conservation Plan (FCP). The FCP must be approved before this project is submitted to the Planning Commission.

✓ This project is subject to the Worcester County Stormwater Ordinance. This project must have Concept Plan and Site Design Plan approval prior to submitting to the Planning Commission. Please verify the consistency between submitted plans (stormwater/sediment erosion control, environmental, site plans), including, but not limited to, the labeling of non-tidal wetlands, the labeling of Critical Area buffers, the labeling of stormwater ponds, Limit of Disturbance, and proposed improvements (i.e. proposed dog run).



DEPARTMENT OF  
ENVIRONMENTAL PROGRAMS

**Worcester County**

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COMMUNITY HYDRO

**MEMORANDUM**

DATE: February 2, 2017  
TO: Worcester County Technical Review Committee  
FROM: Joy S. Birch, Natural Resources Planner  
RE: February 8, 2017 - Technical Review Committee Meeting

Frontier Town Campground Expansion and Commercial Area Modifications - Proposed addition of 213 campsites with amenities and proposed modification to the parking area associated with outdoor commercial recreational uses. Tax Map 33, Parcel 94.

**Critical Area:** This project is located in the Atlantic Coastal Bays Critical Area (ACBCA) program boundary designated Intensely Development Area (IDA) and within 100' buffer. Please see following comments:

1. Please correct the Critical Area designations to reference IDA instead of Resource Conservation Area (RCA) on the plans. The entire Critical Area project area is located in the IDA.
2. Provide revisions and additional information in regards to the Critical Area Report as defined within NR 3-109 (d)(2):
  - a. Please provide additional information highlighting the habitat protection area, as referenced in Worcester County Code sections NR3-120 to NR3-123 (Habitat Protection, Threatened and Endangered Species and Species in Need of Conservation, Plant and Wildlife Habitat and Non-Tidal Wetlands Protection Plan, Anadromous Fish Propagation Waters). Please include details on how this project will address comments regarding the presence of Forest Interior Dwelling Bird Habitat (FIDS). Additional regulatory requirements may be required to off-set the proposed impacts.
  - b. Please provide the Department with a copy of the enclosure from the Army Corp of Engineers.

✓  
ENVIRONMENTAL REPORT

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- c. Within the Critical Area report narrative, revise # 11 on page six to reflect Stormwater improvements that have occurred within the Area of Review.
  - d. Within the Critical Area report narrative, revise # 13 on page six to include the proposed net increase of lot coverage in Critical Area limits.
3. Provide documents that the site will meet the 10% pollution reduction requirements. The Department can provide you with a copy of the worksheet if needed.
4. Illustrate and/or provide documentation that the 15% afforestation requirement will be accomplished. Also, in the General Notes section on the cover page, please include a line providing a number and percentage of how much forest will remain within the Area of Review in the Critical Area limits.
5. Please add Atlantic Coastal Bays Critical Area note to read: Worcester County Atlantic Coastal Bays Critical Area Law: *This property lies within the Worcester County Atlantic Coastal Bays Critical Area. Any and all proposed development activities must meet the requirements of Title 3 (Land and Water Resources), Subtitle I (Atlantic Coastal Bays Critical Area) of the Worcester County Code of Public Local Laws, as from time to time amended, in effect at the time of the proposed development activities.*
6. Illustrate Protective Signage along the 100 foot buffer. Signs should clearly state: "Critical Area Buffer—No clearing or disturbance permitted". A template can be provided.
7. Provide Information on Buffer Regulations and Establishment. Please reference COMAR section 27.01.09.01-1 with regards to the Buffer Establishment. Establishment calculations will be based upon the net increase of lot coverage within Critical Area limits.
8. This project meets the requirement for the Maryland Critical Area Commission Project Notification parameters; therefore, provide additional copies of the plan (revised based on the above comments), Critical Area Report (revised based on the above comments), 10% rule compliance details, and all other pertinent documents when submitted. The submittal will then be forwarded to Commission Staff for review and comment.

**Storm Water Management & Erosion and Sediment Control:**

**Storm Water Management & Erosion and Sediment Control:**

- This project must have Concept Plan and Site Design Plan approval prior to submitting to the Planning Commission. Please verify the consistency between submitted plans (stormwater/sediment erosion control, environmental, site plans), including, but not limited to, the labeling of non-tidal wetlands, the labeling of Critical Area buffers, the

labeling of stormwater ponds, Limit of Disturbance, and proposed improvements (i.e. proposed dog run).

- All Erosion and Sediment controls should comply with the 2011 Maryland Standards and Specifications for Erosion and Sediment Control.

General Provisions:

- All Stormwater Management practices shall be designed to meet the requirements of the 2007 Maryland Stormwater Management Act.
- All projects over one (1) acre shall be required to file for a General Permit / Notice of Intent (NOI) for construction activity through Maryland Department of Environment. This is mandated through the Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES). Any permits to be issued by Worcester County for disturbance that exceeds one acre will not be issued without NOI authorization being obtained prior to.



**WORCESTER COUNTY TECHNICAL REVIEW COMMITTEE**

**Department of Development Review & Permitting**  
**Worcester County Government Center**  
**1 W. Market St., Room 1201**  
**Snow Hill, Maryland 21863**  
**410-632-1200, Ext. 1151**  
**Fax: 410-632-3008**

\*\*\*\*\*

**Reviewer: Paul Miller**

**Project: Frontier Town expansion and commercial area modifications**

**Date: 2/8/2017**

**Tax Map: 33 Parcel: 94 Section: Lot: Block:**

**SITE SPECIFIC COMMENTS**

1. Permits for relocated housing units.
2. ADA: Proposed miniature golf course  
Laundry room in comfort stations
3. Soils report required at time of permit applications.
4. Architect sealed plans (Maryland) required for all buildings and structures.
5. Any building located in an AE flood zone to be elevated to the minimum base flood elevation.

**Additional Information may be requested at time of plan review.**



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ONE WEST MARKET STREET, ROOM 1003  
SNOW HILL, MARYLAND 21888-1184  
TEL: 410-832-8888  
FAX: 410-832-8884

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### TECHNICAL REVIEW COMMITTEE COMMENTS

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**PROJECT:** Frontier Town Campground  
**LOCATION:** Tax Map 33; Parcel 94  
**CONTACT:** Sun TRS Frontier, LLC  
**MEETING DATE:** February 8, 2017

**TRC #:** 2016541

**COMMENTS BY:** Matthew Owens  
Chief Deputy Fire Marshal

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As you requested, this office has reviewed plans for the above project. Construction shall be in accordance with applicable Worcester County and State of Maryland fire codes. This review is based upon information contained in the submitted TRC plans only, and does not cover unsatisfactory conditions resulting from errors, omissions or failure to clearly indicate conditions. A full plan review by this office is required prior to the issuance of a building permit. The following comments are noted from a fire protection and life safety standpoint.

#### Scope of Project

The proposed addition of 213 campsites and amenities within the campground and proposed modification to the parking area for the outdoor commercial recreational uses.

#### General Comments

1. A water supply for fire protection shall be identified indicating the following:
  - a. Water Source
  - b. Engineering study for reliability of water source
  - c. Size (in gallons) of water source
  - d. Replenishment of water supply
  - e. Diameter of in ground pipe
  - f. Number of hydrants
  - g. Location of hydrants
  - h. Roadway width and surface types
  - i. Distance from hydrant to roadway
2. If public water source, approved plans by the public works department.
3. Water source plans must be approved prior to recording of plat.

4. Fire hydrants shall be located within 3 ft. of curb line. Placement of fire hydrants shall be coordinated with this office prior to installation.
5. Obstructions shall not be placed or kept near fire hydrants, fire department inlet connections, or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately visible and accessible.
6. All underground water mains and hydrants shall be installed, completed, and in service prior to construction work or as soon as combustible material accumulates, which ever comes first. A stop work order will be issued if fire hydrants are not in service prior to construction work start.
7. Fire Lanes shall be provided at the start of a project and shall be maintained throughout construction. Fire lanes shall be not less than 20 ft. in unobstructed width, able to withstand live loads of fire apparatus, and have a minimum of 13 ft. 6 in. of vertical clearance. Fire lane access roadways must be established prior to construction start of any structure in the project. Failure to maintain roadways throughout the project will be grounds to issue stop work orders until the roadway access is corrected.
8. Coordinate 9-1-1 addressing with Worcester County Department of Emergency Services (410) 632-1311.

**Specific Comments**

1. Complete set of building plans shall be submitted and approved prior to start of construction.
2. No further comments at this time.



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

JOHN H. TUSTIN, P.E.  
DIRECTOR

JOHN H. ROSE, P.E.  
DEPUTY DIRECTOR

TEL: 410-632-4433  
FAX: 410-632-1753

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WASTEWATER**  
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FAX: 410-632-3185

**MEMORANDUM**

**TO:** Jennifer Kenner, Zoning Administrator  
Rita Campbell, DRP Specialist II  
**FROM:** Frank J. Adkins, Roads Superintendent (FA)  
**DATE:** January 30, 2017  
**SUBJECT:** TRC Meeting - February 8, 2017

**Section 1-325 Site Plan Review**

**\* A. Frontier Town Campground Expansion**

1. All roads to be built to Worcester County Campground Road Specifications.
2. A road construction bond is required and must be in place prior to construction.
3. A geo-tech must be on site during any/all road related construction. All geo-tech reports must be submitted to the Department of Public Works - Roads Division on a daily basis.
4. These roads will not be accepted into the County Road inventory.
5. All road maintenance and drainage easements will not be the responsibility of Worcester County.
6. Please indicate the right-of-way.
7. Please clarify type 1 surface treatment.

**B. Comdent Auto Repair**

1. Will require a commercial entrance permit and posting of a \$5,000.00 performance bond.

Larry Hogan, Governor  
Boyd K. Rutherford, Lt. Governor



Pete K. Rahn, Secretary  
Gregory C. Johnson, P.E., Administrator

January 27, 2017

Ms. Jennifer Keener, Zoning Administrator  
Department of Developing, Review and Planning  
Worcester County Government Center  
One West Market Street, Room 1201  
Snow Hill MD 21863

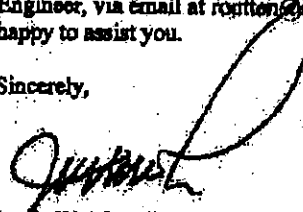
Dear Ms. Keener:

Thank you for the opportunity to review the major site plan submittal for the proposed Frontier Town RV Resort, located on the Easterly side of MD 611, approximately seven hundred and five feet south of Assateague Way in Worcester County. The plan proposes the addition of 213 campsites and amenities within the campground, and proposed modification to the parking areas associated with the outdoor commercial recreational uses. The Maryland Department of Transportation's State Highway Administration (SHA) has reviewed the plans, and we are pleased to respond.

Due to the potential for substantial increase in traffic for the proposed expansion, the SHA will require a Traffic Impact Study (TIS) to determine the impacts and necessary improvements to the surrounding State roadway network. The SHA notes the southernmost drive access signed as "private drive" should no longer be required based on the proposed internal site circulation and should be closed. SHA will defer additional comments regarding the site plan until a TIS has been provided, reviewed and approved by this office. The Traffic Group Inc., has been provided with the specific scope for the TIS per the request of Ms. Betty Tustin. The scope is attached for your reference. Once prepared to do so, the applicant must submit three paper TIS reports and a CD containing the report and supporting documentation in PDF format directly to Mr. James W. Meredith, District Engineer at P.O. Box 2679, 660 West Road, Salisbury, MD 21802, attention of Ms. Rochelle Outten. The applicant must reference the SHA tracking number 17APWO001XX on future submissions to SHA.

If you have any questions or require additional information please contact Ms. Rochelle Outten, Regional Engineer, via email at [roudden@sha.state.md.us](mailto:roudden@sha.state.md.us) or by calling her directly at 410-677-4098. She will be happy to assist you.

Sincerely,



James W. Meredith  
District Engineer

cc: Mr. Hicham Baassiri, ADE-Project Development, SHA  
Ms. Rochelle Outten, Regional Engineer, SHA

My telephone number/toll-free number is 410-545-0300 or 1-800-266-3070.  
Maryland Relay Service for Impaired Hearing or Speech 1-800-735-2258 Statewide Toll Free

Street Address: 707 North Calvert Street • Baltimore, Maryland 21202 • Phone 410.545.0300 • [www.roads.maryland.gov](http://www.roads.maryland.gov)



Traffic Impact Study (TIS) Scope for the proposed expansion of Frontier Town Campground:

The proposed expansion will consist of the following:

1. 213 new campground sites on two locations
2. Mini-golf course

Site Access to the site is proposed as follows:

1. North - existing access to water park
2. Mid - existing access to Western Theme park and existing campground
3. South - existing access to Retail/Ice Cream Shop (across from Lewis Road)

Day and Time of Study:

1. Weekday - 7 to 9 AM, 4 to 6 PM
2. Saturday midday - 10 AM to 3 PM

Intersections to be studied:

1. Three access points
2. MD 611/MD 376

Type of Analyses:

1. Level of Service evaluations
2. Signal warrant at MD 611 & MD 376 (which requires a 12 hour count)
3. Turn lane warrant analyses for site accesses

Other considerations

1. Proposed campground on MD 611 at former Pine Shores golf course
2. Existing and proposed amenities open to the public

**WORCESTER COUNTY  
DEPARTMENT OF PUBLIC WORKS  
WATER & WASTEWATER DIVISION  
INTEROFFICE MEMORANDUM**

**TO:** Jennifer K. Keener, Zoning Administrator  
Development Review and Permitting  
**FROM:** John S. Ross, P.E., Deputy Director  
**DATE:** February 3, 2017  
**SUBJECT:** TRC Meeting - February 8, 2017

**Site Plan Review**

- \* A. Frontier Town Campground Expansion and commercial area modifications - proposed addition of 213 campsites and amenities within the campground, and proposed modification to the parking area associated with the outdoor commercial recreational uses, Tax Map 33, Parcel 94, Tax District 10, A-2 Agricultural and C-2 General Commercial Districts, located on the easterly side of Stephen Decatur Highway (MD Route 611), approximately 705 feet south of Assateague Way, Sun TRS Frontier, LLC, owner/ Hugh Cropper, IV, Esquire, legal counsel/ Atwell, LLC, engineer;
1. Show the location of the existing commercial sewer service connection to the Assateague Point Service Area and confirm that none of the proposed additions are connected to that service line.
  2. Ensure adequate EDU's are assigned to the project
  3. The majority of the construction is private on site and not a part of the public water and sewer facilities.
- B. Camdent Auto Repair - Proposed construction of a four bay, 40' by 80' building consisting of an auto repair business, located on the easterly side of Keyser Point Road, north of US Route 50 (Ocean Gateway), Tax Map 26, Parcel 267, Tax District 10, C-2 General Commercial District, Michael and Megan Dent, owners/ R.D. Hand & Associates, Inc., land planner;
1. Cap off existing sewer connection prior to demolishing the existing structure
  2. Reuse the existing sewer lateral
  3. Water is available on the west side of Keyser Point Road
  2. Ensure adequate EDU's are assigned to the project
- C. Utility Solar Step I and Step II - Gateway Solar Project - Proposed construction of a utility scale solar project located on the northerly side of Ocean Gateway (US Route 50), southerly side of Old Ocean City Road (MD Route 346) across from the intersection with Circle Road, Tax Map 19, Parcel 6, Tax District 3, A-1 Agricultural District, Tull Brothers, LLC, owner/ Community Energy Solar, Inc., applicant/ Vista Design, Inc., land planner;
1. No comment

Co: John Tustin

## **WORCESTER COUNTY PLANNING COMMISSION**

**MEETING DATE:** July 6, 2017

**PURPOSE:** §ZS 1-325 Site Plan Review

**DEVELOPMENT:** Frontier Town Campground Expansion and Commercial Area Modifications

**PROJECT:** Proposed addition of 213 campsites and amenities within the campground, and proposed modification to the parking area associated with the outdoor commercial recreational uses

**LOCATION:** Easterly side of Stephen Decatur Highway (MD Route 611), approximately 705 feet south of Assateague Way, Tax Map 33, Parcel 94, Tax District 10, A-2 Agricultural and C-2 General Commercial Districts

**SIGNS:** No new signage is proposed. Any modifications to the existing signage will require review and approval.

**PARKING:** The original site plan for the commercial outdoor recreational area/ amusement park encompassed the water park, mini golf, as well as the retail and ice cream shops, all of which front along MD Route 611 (Stephen Decatur Highway). The last plan approved for this area was in 2004, where 486 parking spaces were required and to be provided. Currently, the parking lot does not match the 2004 approved plan, and it does not meet the current requirements with respect to row spacing and landscape islands. The applicants are bringing the existing lot up to current code in both respects. While the parking provided exceeds the parking required for the development by two parking spaces based on the current parking calculations, they are not required to remove the two spaces. However no additional spaces can be provided above the maximum (see parking chart on Sheet 14). In the future, should an increase in the users per day result in the raising of the maximum parking required and subsequently provided over 486 spaces, those additional spaces shall be of a pervious design.

Within the campground itself, required parking for each campsite is two spaces minimum, with a maximum of 2.5 spaces. Extra parking as provided shall be within 600' of the respective campsite, and the additional parking at the bathhouses and community center meet this requirement. There are two parking spaces shown on each site, along with two parking spaces at each bath house, one of which is handicap accessible. There are 24 parking spaces at the community center. The entirety of the parking within the campsite must be on the site itself; it cannot extend into the road right-of-way. Typical parking spaces shall be a minimum of 10' wide and 20' in depth. The typical space at the bathhouse and community center is only 9' wide and 18' in depth. As previously explained in the TRC comments, the campground use does not qualify for reduced parking space sizes; therefore, the parking will need to be revised.

The proposed surface treatment for the travelways within the campground and individual campsite parking pad is pervious pavement per the stormwater management narrative and the road pavement detail on sheet 52. The parking lot pavement detail shows that the parking areas will not be pervious. Please clarify this detail, as the parking within the amenity areas (bath houses and community center) are required to be pervious as they are above the minimum required. However, the parking within the commercial outdoor recreational area does not have to be pervious (but is encouraged). Some form of differentiation between the areas may need to be noted on the plans.

Parking spaces shall be demarcated with painted stripes and parking bumpers where shown. Handicap accessible parking spaces have been provided as required under the Maryland Accessibility Code. Please add a handicap sign symbol at the head of each handicap parking space and include in the legend. Also, all handicap accessible signs shall be posted a minimum of 84" from grade to the bottom of the reserved sign. All handicap spaces shall also be a minimum of 20' in depth, and where required, depressed curbing will need to be provided.

**LOADING SPACES:** No additional loading spaces have been provided in association with this expansion. Under §ZS 1-321, the Planning Commission reserves the right to require a loading space where they determine that such access by highway vehicles will be necessary.

**TRAFFIC CIRCULATION:** The site will be accessed off of MD Route 611 (Stephen Decatur Highway) through an existing commercial entrance. A traffic study has been prepared and it is currently under review with the State Highway Administration. Written confirmation from State Highway Administration for the final design and location of the required improvements is required prior to signature approval.

The proposed internal roads are required to be constructed to County Roads standards for Campground Subdivisions. Written confirmation shall be provided by the Department of Public Works, County Roads Division that the internal roads have been constructed to one of the standards per §ZS 1-318(c)(1)H.

**PEDESTRIAN AND BICYCLE CONNECTIVITY:** Bike racks have been provided at each amenity building per the requirements of §ZS 1-320. A five foot wide bike path has also been provided throughout the development to access the various amenities.

**LIGHTING:** A lighting plan has been provided with this submittal. General lighting has been provided along the main travelways within the campsite area. The legend states that such lighting will be mounted on 20' poles, and will consist of 86 watts. No detail on the type of pole proposed (cut-off, non cut-off, decorative, etc.) has been provided.

**REFUSE REMOVAL:** No new refuse removal facilities are proposed with this development.

**LANDSCAPING:** A landscape plan has been provided in accordance with §ZS 1-322

and Section 17 of the *Design Guidelines and Standards for Commercial Uses*. The typical camp site detail shows that each site will have a 2.5" caliper deciduous tree planted within each site. The perimeter property lines are required to be screened in accordance with §ZS 1-318(c)(1)C. The plans have been revised to protect the majority of the existing landscaping within the side and rear 100' setbacks. There is a small area where the northerly stormwater management basin will encroach into the setback, however it is located approximately 30' from the property line, and the existing mature landscaping is to be retained.

A landscape plan has also been provided for the revisions to the parking area within the commercial outdoor recreational area. The proposed plantings are of a native species, and are proposed to be planted within the newly created landscape islands. The plantings within the commercial outdoor recreational area will be maintained by an automatic irrigation system per a note on the landscape plan.

In accordance with §ZS 1-322(g), a maintenance and replacement bond for required landscaping is mandatory for a period not to exceed two years in an amount not to exceed one hundred and twenty-five percent of the installation cost. The Zoning Division will hold a bond for any plantings that may not be covered by the Critical Area requirements and bond, or those plantings located outside of the Critical Area boundaries. A landscape estimate from a nursery will be required to be provided at permit stage to accurately determine the bond amount, and such estimate will need to differentiate the plantings and costs between the two bonds.

**FOREST CONSERVATION LAW:** This property is subject to the Forest Conservation Law. Confirmation has been received from Jenelle Gerthoffer, Natural Resources Administrator, that the Forest Conservation Plan has been received and reviewed. Additional comments have been forwarded to the applicants for revisions prior to final plan approval being granted.

**CRITICAL AREA LAW:** This property is also subject to the Atlantic Coastal Bays Critical Area Law. Confirmation has been received from Jenelle Gerthoffer, Natural Resources Administrator, that information relative to these regulations has been received.

**WETLANDS IMPACTS:** The site plan illustrates the location of the non-tidal wetlands and associated buffer. Any impact approvals shall be obtained by the applicant from Maryland Department of the Environment (MDE).

**STORMWATER MANAGEMENT/ SEDIMENT EROSION CONTROL:** The applicants have obtained site development plan approval for the stormwater management facilities associated with this project. Final plan approval shall be obtained prior to signature approval of the site plan.

**WATER SUPPLY AND WASTEWATER SERVICES:** According to the EDU chart on Sheet 3, the water capacity required for the proposed use is 60 EDU's. A total of 166 EDU's are already allocated to the property for the existing uses from the Mystic Harbor

Service Area. Additional service is being provided by the Assateague Point Sanitary Area. Additional comments beyond those provided at TRC have been provided to the applicants per the memo dated June 26, 2017. The Department will require written confirmation from the Department of Environmental Programs that their requirements have been met prior to signature approval.

**ARCHITECTURAL JUSTIFICATION:** The building elevations have been designed and reviewed under the *Design Guidelines and Standards for Commercial Uses*. This development is located within the Seaside-Agricultural blend, but also holds its own unique character and history as part of the old western theme. Incorporation of many of these three distinct traditions has been provided for in the proposed architecture.

Please note that any outdoor mechanicals associated with any building are required to be screened with either landscaping or materials similar to the construction of the particular building. Mechanical areas and their proposed screening shall be identified on the plans per Section 10(b)(2)B. This has been provided for the community center, but is not clear for the bath houses.

The applicant has noted in their letter that the color schemes will be provided in more detail at permitting stage, however they will be earth based tones. The Planning Commission is the approving authority on the colors; therefore it is recommended that they be prepared at the meeting to elaborate on the color choices to be provided.

The items requiring a waiver from the Planning Commission have been itemized below under "Planning Commission Considerations". The applicant is required to justify their waiver request based upon the criteria outlined in Section 2(b) of the *Design Guidelines and Standards*.

**DEVLEOPER:** Sun TRS Frontier, LLC, 27777 Franklin Road, Southfield, MI 48034

**ENGINEER:** Atwell, LLC, c/o Bob Hufnagel, 311 North Main Street, Ann Arbor, MI 48104

**CONSULTANT:** Coastal Compliance Solutions, LLC, c/o Chris McCabe, Post Office Box 66, Fruitland, MD 21826

**LAND PLANNER:** R. D. Hand & Associates, Inc., 12302 Collins Road, Bishopville, MD 21813

**ATTORNEY :** Hugh Cropper, Esquire, 9923 Stephen Decatur Hwy, Suite D-2, Ocean City, MD 21842

**PREPARED BY:** Jennifer K. Keener, Zoning Administrator

### PLANNING COMMISSION CONSIDERATIONS:

1. The Planning Commission can require that the existing campground comply with some or all of the regulations as desirable and economically feasible per §ZS 1-318(c)(1)J. Given the age of the original development, compliance would be extremely difficult to achieve, and may be impracticable given the other regulations that affect this development (such as the Forest Conservation Law and Critical Area Law).
2. No additional loading spaces have been provided in association with this expansion. Under §ZS 1-321, the Planning Commission reserves the right to require a loading space where they determine that such access by highway vehicles will be necessary.
3. The applicant has noted in their letter that the color schemes will be provided in more detail at permitting stage, however they will be earth based tones. The Planning Commission is the approving authority on the colors; therefore it is recommended that they be prepared to elaborate on the color choices to be provided.
4. Relative to the building elevations, the bath houses do not comply with many aspects of the *Design Guidelines and Standards* due to the nature of the proposed use of the structure. Many of the typical design requirements that you would see on standard buildings are not generally featured on bath houses. In addition, they are not visible from the public roadway, only to the internal camp sites, therefore a waiver is recommended to the following provisions:
  - a. Section 10(b)(1)B. & C., no uninterrupted façade shall be greater than 60' without providing for recesses or projections;
  - b. Section 10(b)(1)H., which calls for a minimum of 25% transparency; and
  - c. Section 10(b)(1)J. requires that the bath house buildings be provided with a clearly identifiable base.





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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

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

July 31, 2019

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*  
SUBJECT: Proposal for New Gate in Commissioners Meeting Room

\*\*\*\*\*

As you are aware, at their meeting of June 4, 2019, following the tragic shooting at the Virginia Beach government building where 12 government employees were killed, Commissioner Bertino requested that staff investigate the feasibility of adding an emergency exit on the right side of the Commissioners' meeting room table. I subsequently met with Paul Miller from the Development Review & Permitting Office who confirmed that such a gate could be installed to comply with the Americans with Disabilities Act (ADA). I then met with John Tustin and Ken Whited from the Public Works Department who solicited a proposal from the contractor who originally designed and built the Commissioners' meeting room table, Maynard Essender of Frankford Cabinet Shop, Inc. Mr. Essender has submitted the attached proposal for the design and construction of this turn-key project to create an additional gate on the right side of the Commissioners' meeting room table at a total cost of \$5,825. The gate will match the design of the existing meeting room table and provide the emergency exit as requested by Commissioner Bertino. Regarding funding, Kathy Whited has advised that sufficient funding is available in the FY20 budget in the Other General Government category for general maintenance and repairs in the Government Center.

Please present this proposal to the County Commissioners at their next meeting for review and approval. In the meantime, if you should have any questions or concerns, please feel free to contact me.

**Proposal/Contract**  
**Frankford Cabinet Shop, Inc.**  
 34139 DuPont Blvd.  
 Frankford, DE 19945  
 (302) 732-9570 Fax: (302) 732-9077

|                                                   |                                               |        |                         |
|---------------------------------------------------|-----------------------------------------------|--------|-------------------------|
| Proposal Submitted To:<br><b>WORCESTER COUNTY</b> | Phone:<br><b>443 783 0046</b>                 | Email: | Date:<br><b>7/22/19</b> |
| Street:                                           | Job Name:<br><b>COMMISSIONERS ACCESS GATE</b> |        |                         |
| City, State, Zip:                                 | Attn:<br><b>KEVIN</b>                         |        |                         |

We hereby submit specifications and estimates for:

**Build & Install ACCESS/EXIT GATE in COMMISSIONERS ROOM  
per plans & Scope.**

**Total Amount of Proposal \$ 5825<sup>00</sup>**

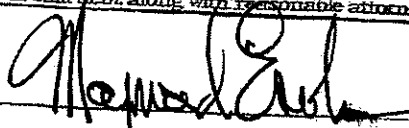
**Terms & Conditions:**

**50% Deposit upon contract signing, 40% due at finishing/painting, 10% upon installation**

**We exclude: Electric, plumbing, & stone**

**"WE ARE RESPONSIBLE ONLY FOR ITEMS LISTED ABOVE  
FINISH MAY VARY SLIGHTLY DUE TO NATURAL VARIATIONS OF COLOR IN WOOD PRODUCTS. WE  
WILL MATCH CONTROL SAMPLE AS CLOSE AS POSSIBLE"**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Demands for correction will be waived if notification of such is not given within one (1) week after completion of our services. Our workers are fully covered by Workman's Compensation Insurance. Customer acknowledges and understands that any outstanding balance thirty days due is subject to a finance charge of 1.5% per month, and that the customer will be liable for all collections and court fees connected with said debt along with reasonable attorney's fees.

Authorized Signature: **X** 

**NOTE:** Proposal may be withdrawn by us if not accepted within: 30 days  
**ACCEPTANCE OF PROPOSAL** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Customer Signature: **X**

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

# Wor. 6. Commissioner's Deck - Access/Exit Gate

- Demo existing wall & install following:

- ① Two (2) new Navel Post - oak
- ② one (1) new Punched Gate w/ - oak-prefinished  
Self-close hinges
- ③ one (1) threshold - oak  
one (1) tread - oak  
two (2) risers - oak

- Frankford Cabinet Shop will fabricate all millwork, ready to finish  
& finished to match existing

- Pipeline Construction will perform all demo & onsite installation  
& finish (stain & clear) millwork after assembly

Myra G. G. 7/24/19

Frankford Cabinet Shop, Inc.  
34139 DuPont Blvd.  
Frankford, DE 19945  
302-732-9570

302-732-9570  
7/12/19







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COUNTY ATTORNEY

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

July 9, 2019

TO: Worcester County Commissioners  
FROM: Karen Hammer, Office Assistant IV  
SUBJECT: Pending Board Appointments - Terms Beginning January 1, 2019

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Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (6) which have current or upcoming vacancies (10 total). They are as follows: Housing Review Board (1), Local Development Council For The Ocean Downs Casino (1), Property Tax Assessment Appeal Board (1), (3 nominees due to Governor), Social Services Advisory Board (2), Solid Waste Advisory Committee (4), and Water and Sewer Advisory Council for the West Ocean City Service Area (1). I have circled the members whose terms have expired on each of these boards.

Please note that the Worcester County Property Tax Assessment Appeal Board still requires one nomination for the alternate position as Mr. Flater has resigned. Mr. John Glorioso has resigned from the Housing Review Board (Church). The Solid Waste Advisory Committee has four positions available for nominations, Bob Augustine (Church), Jamey Latchum (Town of Berlin), have both resigned, George Tasker (Town of Pocomoke) and James Rosenberg (Bertino). James Rosenberg also served on the Local Development Council For The Ocean Downs Casino (Bertino) as a resident member from Ocean Pines. The Social Services Advisory Board has two members who have resigned Maria Campione-Lawrence (Mitrecic) and Ronnie White (Nordstrom). Please review the attached letter from Ms. Roberta Baldwin referencing these resignations. Finally, Andrew Del Corro no longer lives in West Ocean City and has therefore resigned from the Water and Sewer Advisory Council for the West Ocean City Service Area (Church).

Most of these Boards and Commissions specify that current members' terms expired 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 July.

## **Pending Board Appointments - By Commissioner**

**District 1 - Nordstrom** p. 6 - Social Services Advisory Board - (Ronnie White)- 3yr.

**District 2 - Purnell** All District Appointments Received. Thank you!

**District 3 - Church** p. 3 - Housing Review Board (John Glorioso) - 3-year  
p. 9 - Solid Waste Advisory Board - (Bob Augustine)- 4yr.  
p. 10 - Water and Sewer Advisory Council for the West Ocean City Service Area  
(Andrew Del Corro) - 4-year

**District 4 - Elder** All District Appointments Received. Thank you!

**District 5 - Bertino** p. 4 - Local Development Council For The Ocean Downs Casino (James  
Rosenberg) - 4-year  
p. 9 - Solid Waste Advisory Committee (James Rosenberg) -4-year

**District 6 - Bunting** All District Appointments Received. Thank you!

**District 7 - Mitrecic** p. 6 - Social Services Advisory Board - (Maria Campione-Lawrence)- 3yr.

### **All Commissioners**

- p. 5 - (1) Property Tax Assessment Appeal Board (Gary M. Flater - alternate-Snow Hill has resigned)  
- Must submit 3 nominees to the Governor for his consideration in making the appointment - 5-year  
- Currently waiting for the Governor's approval for the nomination of Ms. Martha Bennett.
- p. 9 - Solid Waste Advisory Board ( George Tasker-Town of Pocomoke), Jamey Latchum (Town of  
Berlin)- 4yr.

## HOUSING REVIEW BOARD

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

Function: Regulatory/Advisory  
To decide on appeals of code official's actions regarding the Rental Housing Code. Decide on variances to the Rental Housing Code.  
Review Housing Assistance Programs.

Number/Term 7/3 year terms  
Terms expire December 31st

Compensation: \$50 per meeting (policy)

Meetings: As Needed

Special Provisions: Immediate removal by Commissioners for failure to attend meetings.

Staff Support: Development Review & Permitting Department  
Jo Ellen Bynum, Housing Program Administrator - 410-632-1200, x 1171

### Current Members:

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Resides</u> | <u>Years of Terms(s)</u> |
|----------------------|---------------------|----------------|--------------------------|
| C. D. Hall           | D-1, Lockfaw        | Pocomoke       | 10-13-16, 16-19          |
| Debbie Hileman       | D-6, Bunting        | Ocean Pines    | 10-13-16, 16-19          |
| John Glorioso        | D-3, Church         | Ocean Pines    | *06-11-14-17, 17-20      |
| Scott Tingle         | D-4, Elder          | Snow Hill      | 14-17, 17-20             |
| Donna Dillon         | D-5, Bertino        | Ocean Pines    | 08-11-14-17, 17-20       |
| Sharon Teagle        | D-2, Purnell        | Ocean Pines    | 00-12-15-18, 18-21       |
| Jake Mitrecic        | D-7, Mitrecic       | Ocean City     | 15-18, 18-21             |

resigned

### Prior Members:

|                            |                            |
|----------------------------|----------------------------|
| Phyllis Mitchell           | Albert Bogdon (02-06)      |
| William Lynch              | Jamie Rice (03-07)         |
| Art Rutter                 | Howard Martin (08)         |
| William Buchanan           | Marlene Ott (02-08)        |
| Christina Alphonsi         | Mark Frostrom, Jr. (01-10) |
| Elsie Purnell              | Joseph McDonald (08-10)    |
| William Freeman            | Sherwood Brooks (03-12)    |
| Jack Dill                  | Otho Mariner (95-13)       |
| Elbert Davis               | Becky Flater (13-14)       |
| J. D. Quillin, III (90-96) | Ruth Waters (12-15)        |
| Ted Ward (94-00)           |                            |
| Larry Duffy (90-00)        |                            |
| Patricia McMullen (00-02)  |                            |
| William Merrill (90-01)    |                            |
| Debbie Rogers (92-02)      |                            |
| Wardie Jarvis, Jr. (96-03) |                            |

\* = Appointed to fill an unexpired term



**LOCAL DEVELOPMENT COUNCIL  
FOR THE OCEAN DOWNS CASINO**

Reference: Subsection 9-1A-31(c) - State Government Article, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory  
Review and comment on the multi-year plan for the expenditure of the local impact grant funds from video lottery facility proceeds for specified public services and improvements; Advise the County on the impact of the video lottery facility on the communities and the needs and priorities of the communities in the immediate proximity to the facility.

Number/Term: 15/4 year terms; Terms Expire December 31

Compensation: None

Meetings: At least semi-annually

Special Provisions: Membership to include State Delegation (or their designee); one representative of the Ocean Downs Video Lottery Facility, seven residents of communities in immediate proximity to Ocean Downs, and four business or institution representatives located in immediate proximity to Ocean Downs.

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194  
Maureen Howarth, County Attorney, 410-632-1194

**Current Members:**

| <u>Member's Name</u> | <u>Nominated By</u> | <u>Represents/Resides</u> | <u>Years of Term(s)</u> |
|----------------------|---------------------|---------------------------|-------------------------|
| Mary Beth Carozza    |                     | Maryland Senator          | 14-18, 18-22            |
| Wayne A. Hartman     |                     | Maryland Delegate         | 18-22                   |
| Charles Otto         |                     | Maryland Delegate         | 14-18, 18-22            |
| Roxane Rounds        | Dist. 2 - Purnell   | Resident - Berlin         | *14-15, 15-19           |
| Michael Donnelly     | Dist. 7 - Mitrecic  | Resident - Ocean City     | *16-19                  |
| Mark Wittmyer        | At-Large            | Business - Ocean Pines    | 15-19                   |
| Mayor Charlie Dorman | Dist. 4 - Elder     | Resident - Snow Hill      | 12-16, 16-20            |
| Rod Murray °         | Dist. 6 - Bunting   | Resident - Ocean Pines    | *09-12-16, 16-20        |
| Mayor Rick Meehan °  | At-Large            | Business - Ocean City     | *09-12-16, 16-20        |
| Mayor Gee Williams ° | Dist. 3 - Church    | Resident - Berlin         | 09-13-17, 17-21         |
| Jim Rosenberg °      | Dist. 5 - Bertino   | Resident - Ocean Pines    | 09-13-17, 17-21         |
| David Massey °       | At-Large            | Business - Ocean Pines    | 09-13-17, 17-21         |
| Bobbi Sample         | Ocean Downs Casino  | Ocean Downs Casino        | 17-indefinite           |
| Cam Bunting °        | At-Large            | Business - Berlin         | *09-10-14-18, 18-22     |
| Matt Gordon          | Dist. 1 - Nordstrom | Resident - Pocomoke       | 19-22                   |

**Prior Members:**

Since 2009

|                               |                                 |
|-------------------------------|---------------------------------|
| J. Lowell Stoltzfus ° (09-10) | Todd Ferrante ° (09-16)         |
| Mark Wittmyer ° (09-11)       | Joe Cavilla (12-17)             |
| John Salm ° (09-12)           | James N. Mathias, Jr. ° (09-18) |
| Mike Pruitt ° (09-12)         | Ron Taylor ° (09-14)            |
| Norman H. Conway ° (09-14)    |                                 |
| Michael McDermott (10-14)     |                                 |
| Diana Purnell ° (09-14)       |                                 |
| Linda Dearing (11-15)         |                                 |

\* = Appointed to fill an unexpired term/initial terms staggered  
° = Charter Member

## 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:

|                            |             |        |          |
|----------------------------|-------------|--------|----------|
| Gary M. Flater (Alternate) | Snow Hill   | 13-18  | Resigned |
| Arlene C. Page             | Bishopville | 18-23  |          |
| Steven W. Rakow            | Ocean Pines | *19-23 |          |
| Martha Bennett             | Berlin      | 19-23  |          |

C) = Chairman

Prior Members: Since 1972

Wilford Showell  
E. Carmel Wilson  
Daniel Trimper, III  
William Smith  
William Marshall, Jr.  
Richard G. Stone  
Milton Laws  
W. Earl Timmons  
Hugh Cropper  
Lloyd Lewis  
Ann Granados  
John Spurling  
Robert N. McIntyre  
William H. Mitchell (96-98)

Delores W. Groves (96-99)  
Mary Yenney (98-03)  
Walter F. Powers (01-04)  
Grace C. Purnell (96-04)  
George H. Henderson, Jr. (97-06)  
Joseph A. Calogero (04-09)  
Joan Vetare (04-12)  
Howard G. Jenkins (03-18)  
Robert D. Rose (\*06-17)  
Larry Fry (\*10-14 alt)(14-18)

\* = Appointed to fill an unexpired term

Updated: May 21, 2019  
Printed: July 9, 2019

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## SOCIAL SERVICES ADVISORY BOARD

Reference: Human Services Article - Annotated Code of Maryland - Section 3-501

Appointed by: County Commissioners

Functions: Advisory  
Review activities of the local Social Services Department and make recommendations to the State Department of Human Resources.  
Act as liaison between Social Services Dept. and County Commissioners.  
Advocate social services programs on local, state and federal level.

Number/Term: 9 to 13 members/3 years  
Terms expire June 30th

Compensation: None - (Reasonable Expenses for attending meetings/official duties)

Meetings: 1 per month (Except June, July, August)

Special Provisions: Members to be persons with high degree of interest, capacity & objectivity, who in aggregate give a countywide representative character.  
Maximum 2 consecutive terms, minimum 1-year between reappointment  
Members must attend at least 50% of meetings  
One member (ex officio) must be a County Commissioner  
Except County Commissioner, members may not hold public office.

Staff Contact: Roberta Baldwin, Director of Social Services - (410-677-6806)

### Current Members:

| <u>Member's Name</u>  | <u>Nominated By</u>       | <u>Resides</u> | <u>Years of Term(s)</u> |          |
|-----------------------|---------------------------|----------------|-------------------------|----------|
| Maria Campione-Lawren | D-7, Mitrecic             | Ocean City     | 16-19                   | resigned |
| Nancy Howard          | D-2, Purnell              | Ocean City     | (09-16), 17-20          |          |
| Cathy Gallagher       | D-5, Bertino              | Ocean Pines    | *13-14-17, 17-20        |          |
| Faith Coleman         | D-4, Elder                | Snow Hill      | 15-18, 18-21            |          |
| Harry Hammond         | D-6, Bunting              | Bishopville    | 15-18, 18-21            |          |
| Diana Purnell         | ex officio - Commissioner |                | 14-18, 18-22            |          |
| Ronnie White          | D-1, Nordstrom            | Pocomoke City  | 18-21                   | resigned |
| Voncelia Brown        | D-3, Church               | Berlin         | 16-19, 19-22            |          |
| Mary White            | At-Large                  | Berlin         | *17-19, 19-22           |          |

**SOCIAL SERVICES BOARD**  
(Continued)

Prior Members: (Since 1972)

|                               |                            |
|-------------------------------|----------------------------|
| James Dryden                  | Naomi Washington (01-02)   |
| Sheldon Chandler              | Lehman Tomlin, Jr. (01-02) |
| Richard Bunting               | Jeanne Lynch (00-02)       |
| Anthony Purnell               | Michael Reilly (00-03)     |
| Richard Martin                | Oliver Waters, Sr. (97-03) |
| Edward Hill                   | Charles Hinz (02-04)       |
| John Davis                    | Prentiss Miles (94-06)     |
| Thomas Shockley               | Lakeshia Townsend (03-06)  |
| Michael Delano                | Betty May (02-06)          |
| Rev. James Seymour            | Robert "BJ" Corbin (01-06) |
| Pauline Robertson             | William Decoligny (03-06)  |
| Josephine Anderson            | Grace Smearman (99-07)     |
| Wendell White                 | Ann Almand (04-07)         |
| Steven Cress                  | Norma Polk-Miles (06-08)   |
| Odetta C. Perdue              | Anthony Bowen (96-08)      |
| Raymond Redden                | Jeanette Tressler (06-09)  |
| Hinson Finney                 | Rev. Ronnie White (08-10)  |
| Ira Hancock                   | Belle Redden (09-11)       |
| Robert Ward                   | E. Nadine Miller (07-11)   |
| Elsie Bowen                   | Mary Yenney (06-13)        |
| Faye Thornes                  | Dr. Nancy Dorman (07-13)   |
| Frederick Fletcher            | Susan Canfora (11-13)      |
| Rev. Thomas Wall              | Judy Boggs (02-14)         |
| Richard Bundick               | Jeff Kelchner (06-15)      |
| Carmen Shrouck                | Laura McDermott (11-15)    |
| Maude Love                    | Emma Klein (08-15)         |
| Reginald T. Hancock           | Wes McCabe (13-16)         |
| Elsie Briddell                | Nancy Howard (09-16)       |
| Juanita Merrill               | Judy Stinebiser (13-16)    |
| Raymond R. Jarvis, III        | Arlette Bright (11-17)     |
| Edward O. Thomas              | Tracey Cottman (15-17)     |
| Theo Hauck                    |                            |
| Marie Doughty                 |                            |
| James Taylor                  |                            |
| K. Bennett Bozman             |                            |
| Wilson Duncan                 |                            |
| Connie Quillin                |                            |
| Lela Hopson                   |                            |
| Dorothy Holzworth             |                            |
| Doris Jarvis                  |                            |
| Eugene Birckett               |                            |
| Eric Rauch                    |                            |
| Oliver Waters, Sr.            |                            |
| Floyd F. Bassett, Jr.         |                            |
| Warner Wilson                 |                            |
| Mance McCall                  |                            |
| Louise Matthews               |                            |
| Geraldine Thweat (92-98)      |                            |
| Darryl Hagy (95-98)           |                            |
| Richard Bunting (96-99)       |                            |
| John E. Bloxom (98-00)        |                            |
| Katie Briddell (87-90, 93-00) |                            |
| Thomas J. Wall, Sr. (95-01)   |                            |
| Mike Pennington (98-01)       |                            |
| Desire Becketts (98-01)       |                            |

\* = Appointed to fill an unexpired term

Updated: July 2, 2019  
Printed: July 9, 2019



# DEPARTMENT OF HUMAN SERVICES

## Worcester County Department of Social Services

Roberta Baldwin  
Director

Dawn Jones  
Assistant Director  
Child Support

Jamie Manning  
Assistant Director  
Services

Ellen Payne  
Assistant Director  
Family Investment

Mary Beth Quillen  
Assistant Director  
Administration

MAIN OFFICE  
299 Commerce Street  
P.O. Box 39  
Snow Hill, Maryland 21863

Telephone: 410-677-6800  
Fax: 410-677-6810  
TTY: 410-677-6800

Website:  
[www.dhr.maryland.gov/local-offices/worcester-county/](http://www.dhr.maryland.gov/local-offices/worcester-county/)



June 26, 2019

Diana Purnell, President  
Worcester County Office of the Commissioners  
Worcester County Government Center  
One West Market St., Room 1103  
Snow Hill, MD 21863

**RE: Appointment and Re-Appointment to the Worcester County DSS  
Advisory Board**

Dear Ms. Purnell,

I am writing regarding Advisory Board membership which includes the re-appointment of two existing members and the need to recruit members from Ocean City and Pocomoke area. I am recommending the re-appointment of Dr. Voncelia S. Brown and Ms. Mary White. Both have eagerly accepted. Their contact information is listed below:

Dr. Voncelia S. Brown  
6024 South Point Road  
Berlin, MD 21811

Ms. Mary White  
9114 Lincoln Lane  
Berlin, MD 21811

Further, the term of Ms. Maria Campione-Lawrence will expire as of 6/2019 and she does not wish to continue as a member of the Board. Through telephone contact, she indicated that she has resigned. Therefore, there is a need to locate a community member to fulfill this vacancy in Commissioner Mitrecic's district. Likewise, through telephone contact, Mr. Ronnie White, a newly appointed member from Commissioner Nordstrom's district, indicated that he did not have the availability to fulfill the requirements of the Board. He has indicated a desire to have his appointment terminated. A request for this to be documented in writing has been made but to no avail as of this time. To meet the membership mandate, I am requesting assistance to locate a Pocomoke community member to take on this role.

Please feel free to contact me if any additional information is needed.

Thank you for your assistance.

Sincerely,

*Roberta Baldwin*

Roberta Baldwin, LCSW-C  
Director

*P*

Larry Hogan, Governor • Boyd Rutherford, Lt. Governor • Lourdes R. Padilla, Secretary

## 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:

| <u>Member's Name</u> | <u>Nominated By</u>   | <u>Resides</u> | <u>Years of Term(s)</u> |
|----------------------|-----------------------|----------------|-------------------------|
| 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, Mitreic          | Berlin         | *15-16, 16-20           |
| George Tasker        | Town of Pocomoke City |                | *15-16, 16-20           |
| Rodney Bailey        | D-2, Purnell          | Berlin         | *19-21                  |
| 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     |
| George Dix           | D-4, Elder            | Snow Hill      | *10-10-14-18, 18-22     |

### Prior Members: (Since 1994)

Ron Cascio (94-96)  
Roger Vacovsky, Jr. (94-96)  
Lila Hackim (95-97)  
Raymond Jackson (94-97)  
William Turner (94-97)  
Vernon "Corey" Davis, Jr. (96-98)  
Robert Mangum (94-98)  
Richard Rau (94-96)  
Jim Doughty (96-99)  
Jack Peacock (94-00)  
Hale Harrison (94-00)

Richard Malone (94-01)  
William McDermott (98-03)  
Fred Joyner (99-03)  
Hugh McFadden (98-05)  
Dale Pruitt (97-05)  
Frederick Stiehl (05-06)  
Eric Mullins (03-07)  
Mayor Tom Cardinale (05-08)  
William Breedlove (02-09)  
Lester D. Shockley (03-10)  
Woody Shockley (01-10)

John C. Dorman (07-10)  
Robert Hawkins (94-11)  
Victor Beard (97-11)  
Mike Gibbons (09-14)  
Hank Westfall (00-14)  
Marion Butler, Sr. (00-14)  
Robert Clarke (11-15)  
Bob Donnelly (11-15)  
Howard Sribnick (10-16)  
Dave Wheaton (14-16)  
Wendell Purnell (97-18)

**WATER AND SEWER ADVISORY COUNCIL  
WEST OCEAN CITY SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

Function: Advisory  
Advise Commissioners on water and sewer needs of the Service Area;  
review amendments to Water and Sewer Plan; make recommendations on  
policies and procedures; review and recommend charges and fees; review  
annual budget for the service area.

Number/Term: 5/4-year terms  
Terms Expire December 31

Compensation: Expense allowance for meeting attendance as authorized in the budget

Meetings: Monthly

Special Provisions: Must be residents/ratepayers of West Ocean City 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/Ratepayer of</u> | <u>Terms (Years)</u>          |
|----------------------|-----------------------------|-------------------------------|
| Deborah Maphis       | West Ocean City             | 95-99-03-07-11-15, 15-19      |
| Gail Fowler          | West Ocean City             | 99-03-07-11-15, 15-19         |
| Andrew Delcorro      | West Ocean City             | *14-16, 16-20 <i>resigned</i> |
| Todd Ferrante        | West Ocean City             | 13-17, 17-21                  |
| Keith Swanton        | West Ocean City             | 13-17, 17-21                  |

**Prior Members: (Since 1993)**

Eleanor Kelly<sup>c</sup> (93-96)  
John Mick<sup>c</sup> (93-95)  
Frank Gunion<sup>c</sup> (93-96)  
Carolyn Cummins (95-99)  
Roger Horth (96-04)  
Whaley Brittingham<sup>c</sup> (93-13)  
Ralph Giove<sup>c</sup> (93-14)  
Chris Smack (04-14)

\* = Appointed to fill an unexpired term  
<sup>c</sup> = Charter member



Administration

LOUIS H. TAYLOR  
Superintendent of Schools

H. STEPHEN PRICE  
Chief Safety Officer

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

VINCENT E. TOLBERT, CPA  
Chief Financial Officer

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



**The Board of Education of Worcester County**

6270 Worcester Highway | Newark, Maryland 21841

Telephone: (410) 632-5000 | Fax: (410) 632-0364

[www.worcesterk12.org](http://www.worcesterk12.org)

Board Members

WILLIAM L. GORDY  
President

ERIC W. CROPPER, SR.  
Vice-President

BARRY Q. BRITTINGHAM, SR.

WILLIAM E. BUCHANAN

TODD A. FERRANTE

ELENA J. MCCOMAS

SARA D. THOMPSON

July 31, 2019

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

Dear Mr. Higgins:

*Harold*

The FY20 approved County operating budget included \$130,000 in funding to purchase replacement emergency radios for school buses. This funding was allocated to purchase a portable handheld unit to replace the current mobile base radios. In order to ensure these portable units would sufficiently meet the needs of our bus contractors, three portable units were provided by the County to be placed on buses during summer school. Based on the feedback we received from our bus contractors and other concerns we have, we do not feel a portable bus radio is the best option. These concerns include driver inability to hear the portable unit, potential for the portable unit to be displaced in an accident, potential theft of portable unit and increased maintenance costs of the portable unit.

Based on this feedback, we are seeking County Commissioner approval to purchase a mobile unit for our 69 regular run buses. The estimated cost of these units is \$207,000. The Board has obtained safety grant funding of \$87,000 to cover the additional cost of these mobile units.

Should you have any questions, please contact me. Thank you for your time and consideration of this request.

Sincerely,

*[Signature]*  
Louis H. Taylor  
Superintendent of Schools




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BILLY BIRCH  
DIRECTOR

EMERGENCY SERVICES  
**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1002  
SNOW HILL, MARYLAND 21863-1193  
TEL: 410-632-1311  
FAX: 410-632-4686

To: Harold Higgins, Chief Administrative Officer  
From: Billy Birch, Director of Emergency Services   
Re: Re-banding radio frequencies  
Date: 1 August 2019

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In order to address serious issues brought forth by our public safety partners, the Department of Emergency Services is requesting permission to begin the process of identifying and licensing new frequencies for our public safety radio system. The major issue we continue to experience is due to Tropospheric Ducting Interference which continues to affect our system causing communications to be severely affected and non-existent at times.

Staff, working with Federal Engineering, have devoted hundreds of hours to monitoring, identifying and documenting the interference. Similarly, with the engagement of Harris, significant efforts have been made to attempt to mitigate the impact of the interference on users. Many of these efforts have had small but measurable improvements.

While no frequencies are without any interference during periods of tropospheric ducting, the objective of this effort would be to obtain frequencies that aren't shared with the same agencies across all channels. By doing this it is expected we can reduce the number of channels that experience interference at any one time.

The process for obtaining new frequencies will include engaging Federal Engineering to develop interference maps, submitting the request to the FCC Region 20 committee for approval and formally applying to the FCC for licensing. We will need to work with Harris to develop a plan and pricing for the retuning of system infrastructure to accommodate the new frequencies. It is important to note we anticipate this process to take up to eight months to complete. We wish to initiate the process as soon as possible.

Along with this proposed change to our system we will need to reprogram 1,800 radios, extensively monitor channel interference, bring channels in and out of service, program and reprogram tower sites, and install any repairs to the system. Additionally, fulltime or contracted manpower will be required for this effort.

I am available to answer any questions that may arise at your convenience.