

AGENDA

WORCESTER COUNTY COMMISSIONERS

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

The public is invited to view this meeting live online at - <https://worcestercountymd.swagit.com/live>
Meeting Attendees are required to wear face coverings and practice social distancing.

July 7, 2020

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 for vacant positions within Public Works and the Jail, and other personnel matters; receiving legal advice from Counsel; and performing administrative functions
- 10:00 - Call to Order, Prayer (Father John Solomon), Pledge of Allegiance
- 10:01 - Report on Closed Session; Review and Approval of Minutes of June 16, 2020
- 10:05 - Presentation of Proclamation recognizing July as Park and Recreation Month 1
- 10:10 - Chief Administrative Officer: Administrative Matters
(Pending Board Appointments, Board of Education Fund Transfer Request, County Bureau of Investigation Agreement, Shady Side Village RPC, Nuisance Abatement Order, Bid Recommendation for Rehab of OP Treatment Unit 3, Construction Admin and Inspection for Rehab of OP Treatment Unit 3, OP North Water Tower CO#1, Bid Recommendation for OP Pump Stations S&P, Construction Admin and Inspection Services for OP Pump Stations S&P, Electrical Panel Purchase for OP Pump Stations S&P, Bid Documents for COA and Animal Control Roof Replacement, Fleetway Drive Speed Study, Traffic Concerns Memo for Bishopville Road, SDHS Cross Country Berlin Landfill Request, Declaration of Official intent for the Newark Spray Irrigation, Mystic Harbour Effluent Disposal Closing Documents, Stormwater Bond Waiver Request, FY21 MALPF Easement Public Hearing Request, MDA Gypsy Moth Program, CARES Act Update, and potentially other administrative matters) 2-22
- 10:20 -
- 10:30 - Discussion with Law Enforcement on Use of Force and Training 23
- 10:40 -
- 10:50 -
- 11:00 - Public Hearing: Proposed Construction of Spray Irrigation for the Newark Sanitary Service Area
- 11:10 - 24
- 11:20 - Chief Administrative Officer: Administrative Matters 2-22, continued
- 11:30 -
- 11:40 -
- 11:50 -
- 12:00 - Questions from the Press; County Commissioner's Remarks
- Lunch
- 1:00 PM - Chief Administrative Officer: Administrative Matters (If Necessary) 2-22, continued
- 1:10 -
- 1:20 -
- 1:30 -

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

Hearing Assistance Units Available - see Weston Young, Asst. CAO.

Please be thoughtful and considerate of others.

Turn off your cell phones & pagers during the meeting!

Minutes of the County Commissioners of Worcester County, Maryland

June 16, 2020

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

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the Commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Meeting Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions, permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Harold L. Higgins, Assistant Chief Administrative Officer (ACAO) Kelly Shannahan, incoming ACAO Weston Young; County Attorney Roscoe Leslie, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton. Topics discussed and actions taken included: hiring David Citroni as a Maintenance Worker I for the Water and Wastewater Division and Bruce Shockley as a Roads Worker II for the Roads Division of Public Works; promoting Jennifer Keener from Zoning Administrator to Deputy Director for Development Review & Permitting and Damian Priznar from temporary to permanent Sergeant at the Jail, and other personnel matters; receiving legal advice from counsel; and performing administrative functions, including reviewing the FY20 monthly financial update and potential board appointments.

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the Commissioners unanimously voted to adjourn their closed session at 9:32 a.m.

After the closed session, the Commissioners reconvened in open session. Commissioner Mitrecic called the meeting to order, and following a morning prayer by Gary McCabe of Oak Ridge Baptist Church in Berlin and pledge of allegiance, announced the topics discussed during the morning closed session.

The Commissioners reviewed and approved the emergency session minutes of their May 28, 2020 meeting and the open and closed session minutes of their June 2 meeting as presented.

The Commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Church, the Commissioners unanimously agreed to reappoint Joseph Weitzell and to appoint Bruce Burns to fill the position created by the expiration of the term of Bob Hunt to the Water and Sewer Advisory Council for the Mystic Harbour Service Area for four-year terms each expiring December 31, 2023; and to reappoint

Deborah Maphis and Gail Fowler to the Water and Sewer Advisory Council for the West Ocean City Service Area for four-year terms expiring on December 31, 2023.

Pursuant to the written request of Board of Education (BOE) Chief Financial Officer Vincent E. Tolbert and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Commission President Mitrecic to sign the BOE's Annual Budget Certification Statement, which certifies County funds of \$93,992,139 for BOE expenses, \$633,000 for school construction, and \$12,494,881 for Debt Service for BOE projects in the FY21 County Operating Budget.

Pursuant to the written request of Mr. Tolbert and upon a motion by Commissioner Nordstrom, the Commissioners unanimously approved the County Appropriation Transmittal Schedule for FY21 for the BOE totaling \$93,992,139.

Pursuant to the written request of Mr. Tolbert and upon a motion by Commissioner Purnell, the Commissioners unanimously authorized Commission President Mitrecic to sign the Certification Statement Teacher Salary Incentive Grant Program, awarding State funds of \$165,478 in FY20 and FY21 to the BOE. This funding will be utilized to increase the teacher salary scales by \$800 for steps 1-5 and by \$650 for steps 6-10. The Commissioners and BOE met the grant requirement by approving a salary increase of at least 3% over the prior year.

Pursuant to the request of Mr. Perlozzo and upon a motion by Commissioner Bertino, the Commissioners unanimously approved bid specifications for West Ocean City commercial boat slip leases for a period of five years. Mr. Perlozzo explained that the bids include a 2% escalator during years two through five.

Pursuant to the request of Mr. Perlozzo and upon a motion by Commissioner Purnell, the Commissioners unanimously agreed to waive the standard bid process and authorized County staff to solicit a proposal from Long Fence Company of Capital Heights, Maryland to complete additional fence improvements at John Walter Smith Park, Newtown Park, and Showell Park. Mr. Perlozzo explained that the Commissioners awarded the low bid to Long Fence Company on December 17, 2019 for athletic field fencing at other County parks. He advised that Maryland Department of Natural Resources (DNR) Program Open Space (POS) funds will reimburse the County for 90% of project costs.

Mr. Perlozzo provided the Commissioners with two options to construct concessions and bathroom facilities at Showell Park, following their March 9, 2020 rejection of all project bids, which exceeded budgeted funds to design and build these facilities. Mr. Perlozzo advised that POS funds could be used to reimburse 90% of project costs; however, additional funds are needed to purchase water and sewer capacity in equivalent dwelling units (EDUs) for the project. In response to a question by Commissioner Bertino, Mr. Perlozzo stated that the builder is prepared to begin construction upon approval of this project.

Following some discussion and upon a motion by Commissioner Bertino, the Commissioners unanimously approved option one to hire a project manager to construct the project at a total cost of \$190,500, including the purchase of EDUs, to build a permanent

structure for concessions and bathrooms at the park.

The Commissioners met with Mr. Perlozzo to discuss the proposed Workforce Back to Business COVID-19 Assistance Grant Program, which is proposed to run from July 1-15, 2020, to provide needed grant funding to small businesses and farmers in the County. Mr. Perlozzo stated that his staff receives calls daily from businesses that are struggling, and that while \$2.28 million from the Coronavirus Aid, Relief, and Economic Security (CARES) Act has been allocated by the Commissioners to help provide grant relief, this funding likely will not be enough to provide grants to all of the applicants. Mr. Perlozzo reviewed the proposed program and suggested the review committee be comprised of Economic Development Advisory Board members and local experts in commercial banking, agriculture, and manufacturing, to review the applications, rank them based on criteria, and provide grant award recommendations to County Administration. He explained that applicants could review frequently asked questions and apply online at www.chooseworcester.org. He advised that funds would be awarded on an expedited basis, based on a specific set of criteria, and with follow ups in place to assure that all grant funds are spent properly. In closing, he commended Economic Development Deputy Director Lachelle Scarlato, who took the lead on this project, and noted that the proposed process is in line with that of other Maryland counties, the state, and nation, and may be eligible for any future CARES Act funding that may become available.

Commissioner Bertino commended staff for their work on this project, but noted that the award process should be independent from the Commissioners. In response to questions by Commissioner Bertino, Mr. Perlozzo reviewed the various advertising and marketing mechanisms that are in place to assure businesses countywide are aware of this grant program. County Attorney Roscoe Leslie stated that grant awards should be based on a set of solid evaluation criteria that is made clear to applicants up front. Mr. Perlozzo confirmed that his staff is working to develop this criteria and clear instructions, and he also agreed that they could postpone the application period for one week to run from July 8-22 to provide the Commissioners with additional program details at their July 7 meeting. Ms. Scarlato stated that they did not include the \$1,000 Economic Injury Disaster Loan (EIDL) grant as an exclusionary criteria for applying for the proposed County grant program. She noted that, though the application will ask if applicants have received Paycheck Protection Program (PPP) or EIDL funds, such awards would not necessarily exclude those businesses from this grant opportunity.

In response to concerns raised by Commissioner Purnell, Ms. Scarlato stated that County staff recognize and are prepared to reach the business community, including those who are not members of a local chamber of commerce and those in the agricultural community, to assure they are aware of and have adequate time to submit applications for this grant program.

Following some discussion and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized staff to move forward with the Work Force Back to Business COVID-19 Grant Program subject to approval of the final details at their meeting on July 7.

Pursuant to the request of Commission on Aging (COA) Director Rob Hart and upon a motion by Commissioner Nordstrom, the Commissioners unanimously approved the Statewide Special Transportation Assistance Program Funding Transition Plan, with funds of \$126,975.08 from the Maryland Transit Administration (MTA) and a County match of \$42,325.03, to

transition senior transportation from Shore Transit through the Tri-County Council (TCC) for the Lower Eastern Shore to the COA. Mr. Hart stated that the COA originally requested a local match of \$34,100, but because of a slowdown in existing programs due to the COVID-19 crisis, he can reallocate funds of \$8,225.03 within the FY21 budget to meet the local match recommended by the TCC.

The Commissioners conducted a public hearing to consider an amendment to the Water and Sewerage Plan, as submitted by Environmental Programs Director Bob Mitchell on behalf of the County Commissioners, to amend the equivalent dwelling unit (EDU) allocation table for the Mystic Harbour Sanitary Service Area (SSA). The proposed amendment seeks to allocate 29 EDUs from the Infill and Intensification category and nine EDUs from the Vacant or Multi-lot Properties category in Area 1 (north of the airport) to the Frontier Town Campground category in Area 2 (south of the airport) to accommodate a 112-campsite expansion on the existing campground property.

Environmental Programs Director Bob Mitchell reviewed the amendment, which was developed at the request of the Commissioners on April 14, 2020. He stated that the Planning Commission found that the application was consistent with the Comprehensive Plan and gave it a favorable recommendation, and he urged the Commissioners to approve this amendment.

Commissioner Mitrecic opened the floor to receive public comment.

Attorney Hugh Cropper, representing Sun TRS Frontier Town, LLC, noted that the proposed use of EDUs from the Infill and Intensification category is consistent with the Comprehensive Plan. He concurred with the Planning Commission's findings and asked the Commissioners to accept the findings and Mr. Mitchell's testimony as his testimony as well.

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

Commissioner Bertino stated that he supports the request to shift these EDUs. However, he recognized that the EDUs in this area are diminishing, the Mystic Harbour Wastewater Treatment Plant (WWTP) capacity is limited, and opportunities to expand the WWTP are limited due to a lack of options to dispose of treated effluent.

Following some discussion and upon a motion by Commissioner Bunting, the Commissioners unanimously adopted Resolution No. 20-12, amending the Comprehensive Water and Sewerage Plan to amend the EDU allocation table for the Mystic Harbour SSA for Frontier Town Campground.

The Commissioners conducted a public hearing to receive public comment on the proposal to establish a Residential Planned Community (RPC) floating zone on the property known as Shady Side Village, located on the southerly side of MD Rt. 707, west of Greenridge Lane, and more specifically identified on Tax Map 26 as Parcel 157, which as outlined in the Step 1 plan consists of a proposed 37-unit townhouse development in the Existing Developed Areas land use category of the Comprehensive Plan. Zoning Administrator Jennifer Keener stated that the property is zoned R-4 General Residential District, and the project is composed of 37 residential units on 4.67 acres, once tidal wetlands and the road widening along MD Rt. 707 have been deducted. She stated that open space of 2.27 acres includes 0.16-acre of active recreation and 0.3-acre of passive recreation, with the remaining 1.81 acres to be set aside as natural open space. The proposed project maintains sensitive non-tidal wetlands and existing

wooded areas to the maximum extent practicable and will not have an adverse impact on local traffic and transportation patterns. Therefore, the Planning Commission gave a favorable recommendation to the request to establish the RPC floating zone for Shady Side Village.

Commissioner Mitrecic opened the floor to receive public comment.

Hugh Cropper, IV, attorney for Shady Side Village, reviewed details of the redevelopment project, concurred with staff's findings, and asked the Commissioners to accept these findings as his testimony as well.

Architect and Engineer Keith Iott agreed that the project is classic infill development, is consistent with surrounding development, with a single point of access, and meets or exceeds the RPC requirements.

Chris McCabe, environmental consultant and owner of Coastal Compliance Solutions, testified that the petitioned area is located within approximately 1.8 acres in the Atlantic Coastal Bays Critical Area, where plans include planting and maintaining a 100-foot buffer and eradicating and replacing the bamboo with natural plants.

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

Upon a motion by Commissioner Church, the Commissioners unanimously adopted the Planning Commission's Findings of Fact and approved the RPC.

Pursuant to the written request of Wor-Wic Community College (WWCC) President Dr. Ray Hoy and upon a motion by Commissioner Bertino, the Commissioners unanimously adopted Resolution No. 20-13, adopting the FY21 WWCC Expenditure Budget by Function totaling \$28,833,263, including a Worcester County local funding share of \$2,418,122, as approved in the FY21 County Operating Budget on June 2.

Upon a motion by Commissioner Bertino, the Commissioners unanimously adopted Resolution No. 20-14 adopting the Sanitary Service Area Budgets, Assessments and Charges and Establishing Classifications for the Water and Wastewater Enterprise Fund for July 1, 2020 through June 30, 2021, as conceptually approved after their public hearing on June 2.

Upon a motion by Commissioner Bertino, the Commissioners unanimously adopted Resolution No. 20-15 adopting the Solid Waste Enterprise Fund Budget and Fees for July 1, 2020 through June 30, 2021, as conceptually approved after their public hearing on June 2.

Upon a motion by Commissioner Bertino, the Commissioners unanimously adopted Resolution No. 20-16 adopting a budget of \$930,000 for the Liquor Control Enterprise Fund to enable continued operation of the Pocomoke retail liquor store (RLS) from July 1, 2020 through June 30, 2021, as conceptually approved after the public hearing on June 2. Commissioner Mitrecic requested that legal counsel update the Commissioners on the status of the Pocomoke RLS lawsuit within the Court of Special Appeals at their next closed session meeting on July 7.

Upon a motion by Commissioner Bunting, the Commissioners unanimously adopted Resolution No. 20-17 establishing fees for applications processed by the Department of Development Review and Permitting and the Department of Environmental Programs effective July 1, 2020.

Upon a motion by Commissioner Bertino, the Commissioners unanimously adopted the Findings of Fact and Zoning Reclassification Resolution No. 20-02, regarding Rezoning Case No. 424, filed by Attorney Hugh Cropper, IV, on behalf of Hooper's Restaurant, to rezone approximately 0.25-acre of land located to the north of U.S. Rt. 50 and east of Golf Course Road in West Ocean City and more specifically identified on Tax Map 27 as Parcel 569 from R-3 Multi-Family Residential District and RP Resource Protection District to C-2 General Commercial District, as conceptually approved at their June 2, 2020 meeting.

Commissioner Elder temporarily left the meeting.

Pursuant to the request of Environmental Programs Director Bob Mitchell and upon a motion by Commissioner Nordstrom, the Commissioners unanimously authorized Commission President Mitrecic to sign a letter of support for an application from the Maryland Department of Natural Resources (DNR) to the National Fish and Wildlife Foundation (NFWF) for grant funds to help cover construction costs for the Selsey Road resiliency project. Mr. Mitchell stated that the County was awarded funding from DNR for a Community Resilience Grant for this project to assist with coastal impacts of climate-related hazards, which covered the design and permitting costs and were also intended to cover construction. However, due to the COVID-19 pandemic, State funds previously allocated to cover construction costs may no longer be available. He noted that NFWF grant funds could help cover funding gaps in the construction costs.

Commissioner Elder returned to the meeting.

The Commissioners met in legislative session.

The Commissioners conducted a public hearing on Bill 20-4 (Natural Resources - Forest Conservation Law), which was introduced by Commissioners Nordstrom and Purnell on May 19, 2020. Mr. Mitchell reviewed the draft legislation, with proposed changes by County Attorney Roscoe Leslie, advising that the purpose of Bill 20-4 is to address necessary changes to the County's forest conservation law to comply with State legislation adopted during the 2019 Maryland General Assembly revising the Maryland Forest Conservation Act. Natural Resources Administrator Janelle Gerthoffer advised that major changes include the demonstration of the unavailability of forest mitigation bank credits, procedures, and assurance of mitigation, and an update to the County fee in lieu rates.

Commissioner Mitrecic opened the floor to receive public comment.

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

Commissioner Bunting stated that he could not support this bill, as forest conservation has become more costly to the public, leaving individuals with limited incomes unable to meet the mitigation fees.

Upon a motion by Commissioner Nordstrom, the Commissioners voted 4-3, with Commissioners Church, Mitrecic, Nordstrom, and Purnell voting in favor and Commissioners Bertino, Bunting, and Elder voting in opposition, to approve amendments to the bill, as suggested by the County Attorney.

Upon a motion by Commissioner Nordstrom, the Commissioners voted 4-3, with Commissioners Church, Mitrecic, Nordstrom, and Purnell voting in favor and Commissioners

Bertino, Bunting, and Elder voting in opposition, to adopt Bill 20-4 (Natural Resources – Forest Conservation Law) as amended.

The Commissioners conducted a public hearing on Emergency Bill 20-5 (Zoning - Height of Manufactured and Mobile Homes), which was introduced by Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom, and Purnell on May 19, 2020. Development Review and Permitting Director Ed Tudor reviewed the bill, which would amend Section ZS 1-314, Manufactured and mobile homes and manufactured and mobile home parks, of the Zoning and Subdivision Control Article to remove the 15-foot maximum height limitation for one-story manufactured and mobile homes while retaining the limitation of one story. Mr. Tudor advised that the bill received a favorable recommendation from the Planning Commission and staff. In response to a question by Commissioner Bunting, Mr. Tudor stated that a stick-built home that meets the square footage requirements could not be constructed in one of the manufactured and mobile home parks, but could be permitted in certain zoning districts.

Commissioner Mitrecic opened the floor to receive public comment.

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

Upon a motion by Commissioner Bertino, the Commissioners unanimously adopted Emergency Bill 20-5 (Zoning - Height of Manufactured and Mobile Homes) as presented.

The Commissioners met with Mr. Tudor to review a text amendment application submitted by Mark S. Cropper, seeking to amend ZS 1-339(a)(10) of the Zoning and Subdivision Control Article to include the E-1 Estate District as one of the zoning districts in which a home occupation of up to 3,000 square feet in gross floor area may be permitted in an accessory building. Mr. Tudor stated that such home occupations are currently limited to the A-1 and A-2 Agricultural Districts on parcels of greater than 80,000 square feet. He stated that the proposed text amendment received a favorable recommendation from the Planning Commission.

Following some discussion, Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom, and Purnell introduced the aforementioned text amendment as Bill 20-6 (Zoning - Home Occupations in the E-1 Estate District) and agreed to schedule a public hearing on the bill for July 21, 2020.

Commissioner Mitrecic closed the legislative session.

The Commissioners met with Mr. Mitchell to consider revising the sewer flow calculations for shell buildings, as part of the standard sewer flow calculations, which were adopted by the Commissioners on December 3, 2019 by Resolution No. 19-37. Mr. Mitchell stated that a developer is currently required to purchase suitable sewer and water capacity to cover the minimum flow for a shell building, and minimum capacity is the retail rate (0.05 gallons/square foot) multiplied by the interior area with no tenant fit-outs. Thus, the number of equivalent dwelling units (EDUs) would be calculated from that gallon total, utilizing the specific service area's EDU flow value and rounding up to the next whole number to determine the total EDUs needed. However, he noted that the County currently has a customer building a medical office facility approximately 70,000 square feet in size who believes that the County Commissioners agreed to require only one EDU per shell building regardless of the size of the structure, with additional EDUs to be purchased at the time of tenant fit-out. Mr. Mitchell stressed that the retail rate is the lowest use flow rate. Therefore, any proposed use of a shell

building would already have an allocation for the minimum sewer flow, so a developer would only be required to purchase additional EDUs if the proposed use is calculated to generate additional flow based upon the County's standard sewer flow calculations at fit-out. He assured that using this method to calculate the minimum sanitary capacity purchases required for a shell building permit carries absolutely no risk of an over-purchase of EDUs to the end user for a commercial structure.

Commissioner Mitrecic stressed that requiring a developer to purchase EDUs up front on a project results in an undue financial burden, and that on December 3, 2019 he voted for Resolution No. 19-37, with the understanding that it would allow a developer to purchase only one EDU up front for a shell building, with the remainder of EDUs to be purchased at the time of fit-out prior to final occupancy.

In response to a question by Commissioner Elder, Mr. Mitchell stated that the developer constructing the 70,000-square-foot medical facility would be required to purchase 24 EDUs at total buildout at a cost of roughly \$11,417 per EDU. However, based on the retail rate (0.05 gallons/sf), the developer would only be required to purchase 12 EDUs up front. He noted that sewer capacity may not be available for such a project if not reserved early on. Commissioner Elder stated that the up-front purchase amounts to a significant expense and stated that lack of capacity is the risk of the developer.

Commissioner Mitrecic reviewed the two options before them for determining the sewer flow calculations for shell buildings as follows: option 1 - calculating at the established rate for retail stores; or option 2 - assigning one EDU to be purchased prior to issuance of a building permit, for the shell building with additional EDUs to be purchased after tenant fit-out, before occupancy.

Upon a motion by Commissioner Bunting, the Commissioners unanimously adopted Resolution No. 20-18, clarifying standard sewer flow calculations for determining initial required capacity for non-residential shell buildings to be served by public sewer systems, based on option two, assigning one EDU to be purchased prior to issuance of a building permit, for the shell building with additional EDUs to be purchased after tenant fit-out, before occupancy.

The Commissioners conducted a public hearing on the proposed establishment of the St. Martins by the Bay Water Sanitary Service Area (SSA). Mr. Mitchell stated that John E. Shook, Jr., President of the St. Martins by the Bay Homeowners' Association (HOA), the applicant, submitted an application to expand the Ocean Pines SSA to provide public water service to the existing St. Martins by the Bay community, which is located immediately north of the Synder property on Beauchamp Road, south of the St. Martins River, west of the White Horse Park community, and east of the Dolly Circle community. He stated that the 58 properties in the St. Martins by the Bay subdivision consist of 28 single-family homes, 26 townhouses, four undeveloped lots, and a community pool. More specifically, the subject property is identified on Tax Map 16 as Parcel 6, Parcel 86 (Lots 7-14, Blocks A and C), Parcel 87 (Lots 1-6, Blocks A and B), Parcel 88 (Lots 15-26), and Parcel 91 (Lots 1-8 and 10, 11A, 12A, 13, 40, and 50). Mr. Mitchell stated that the property is currently being served by private water, which the community will be required to disconnect and install an extension to connect to an appropriate location within the Ocean Pines water distribution system if the SSA is approved. He stated that the community is currently designated W-1 (immediate to two years) in the County's Master Water and Sewer Plan for water service. He concluded that the total estimated project cost would be

\$750,000, which includes an equity contribution based on the purchase of 58 EDUs, with debt payment at a cost of \$600 per petition per year (\$800 if financed over 20 years), and water usage at a cost of \$250 per year or \$55-\$70 per quarter, per lot included in the petition, and the County would apply for a combination of grant and low-interest loan funds through the United States Department of Agriculture (USDA) for this project. He concluded that staff finds that the proposed connection will be feasible from an engineering standpoint and desirable for the health, safety, and welfare of the property owners and their customers.

Commissioner Mitrecic opened the floor to receive public comment.

Mr. Shook, speaking on behalf of the St. Martin by the Bay HOA, advised that the existing system was built in 1984 and is failing. He stated that the HOA paid \$30,000 last year to maintain this water system, and he thanked the Commissioners for their consideration of this request.

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

Upon a motion by Commissioner Bunting, the Commissioners unanimously adopted Resolution No. 20-19 approving the establishment of the St. Martins by the Bay Water SSA.

The Commissioners answered questions from the press, after which they adjourned at 11:34 a.m. to meet again on July 7, 2020.



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

OFFICE OF THE
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

MEMORANDUM

TO: Chief Administrative Officer Harold Higgins
FROM: Assistant Chief Administrative Officer Weston Young *WSY*
DATE: June 30, 2020
RE: Requesting correction to motion on grant funding in June 2, 2020 minutes

Following the adoption of the June 2, 2020 open session minutes, Budget Officer Kathy Whited identified an error in the motion by Commissioner Nordstrom on page 7, paragraph 6, which incorrectly attributes the source of \$42,854 each in grant funds to the towns of Snow Hill and Pocomoke as being derived from casino table games revenue. Ms. Whited noted and Commissioner Nordstrom confirmed that the motion was only to allocate additional funding of \$42,854 each to the two towns. Therefore, we request that the County Commissioners review and approve the proposed revision to the June 2 open session minutes and the accompanying footnote.

FY21 Board of Education (BOE) budget of \$94,611,239 as presented.

Commissioner Elder opposed allocating surplus funds to the new account, Capital Equipment Other and suggested allocating those funds to budget stabilization to protect the County's AA bond rating. Commissioner Bunting concurred. Mr. Higgins advised that surplus funds can only be allocated to budget stabilization at the close of a fiscal year; therefore, doing so now would require them to reduce funding by this amount in another category to arrive at a balanced budget.

Upon a motion by Commissioner Nordstrom, the Commissioners voted 4-3, with Commissioners Church, Mitrecic, Nordstrom, and Purnell voting in favor and Commissioners Bertino, Bunting, and Elder voting in opposition, to convert one Deputy position from part-time to full-time within the Sheriff's Office at a cost of \$8,186 for personnel plus \$3,400 for equipment.

A motion by Commissioner Church to allocate grant funds of \$100,000 to Atlantic General Hospital (AGH) failed 3-4, with Commissioners Church, Nordstrom, and Purnell voting in favor and Commissioners Bertino, Bunting, Elder, and Mitrecic voting in opposition.

Upon a motion by Commissioner Purnell, the Commissioners voted 5-2, with Commissioners Bunting and Elder voting in opposition, to increase the grant to the Maryland Food Bank by \$5,000.

Upon a motion by Commissioner Nordstrom, the Commissioners voted 4-3, with Commissioners Church, Mitrecic, Nordstrom, and Purnell voting in favor and Commissioners Bertino, Bunting, and Elder voting in opposition, to increase the grant to Furnace Town from \$20,000 to \$40,000.

Upon a motion by Commissioner Nordstrom, the Commissioners voted 4-3, with Commissioners Church, Mitrecic, Nordstrom, and Purnell voting in favor and Commissioners Bertino, Bunting, and Elder voting in opposition, to allocate additional grant funding of \$42,854 each to the towns of Snow Hill and Pocomoke (\$85,708) ~~from casino table games revenues~~ to help cover the cost of infrastructure repair projects, as requested by both towns in their FY21 County grant requests. ←

A motion by Commissioner Elder to allocate an additional \$33,000 grant to each of the fire companies to match the additional grant funds allocated to the Stockton Volunteer Fire Department to fund one full-time equivalent (FTE) paramedic position died for lack of a second.

Budget Officer Kathy Whited advised that, after these revisions to the budget, the surplus to the new Capital Equipment Other account totaled \$414,426.

Commissioner Bertino thanked County staff for cutting \$15 million out of originally requested budget, but he could not vote for this budget in light of economic uncertainties resulting from COVID-19 that could result in revenue reductions that are not accounted for in the proposed FY21 budget. Commissioner Bunting concurred.

Commissioner Elder expressed disappointment with these last minute budget decisions after the Commissioners had already voted on these items at their previous budget work session.

Commissioner Mitrecic stated that he previously swore never to support a County budget that did not provide a tax set-off to Ocean City, but that he will vote for this budget, as it includes increased funding to cover the town's cost of providing emergency medical services (EMS) to

¹ The originally-approved minutes incorrectly attributed the source of \$42,854 each to Snow Hill and Pocomoke as being "from casino table game revenues," which Commissioner Nordstrom confirmed was not part of his motion. ←

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Upon a motion by Commissioner Purnell, the Commissioners voted 5-2, with Commissioners Bunting and Elder voting in opposition, to increase the grant to the Maryland Food Bank by \$5,000.

Upon a motion by Commissioner Nordstrom, the Commissioners voted 4-3, with Commissioners Church, Mitrecic, Nordstrom, and Purnell voting in favor and Commissioners Bertino, Bunting, and Elder voting in opposition, to increase the grant to Furnace Town from \$20,000 to \$40,000.

Upon a motion by Commissioner Nordstrom, the Commissioners voted 4-3, with Commissioners Church, Mitrecic, Nordstrom, and Purnell voting in favor and Commissioners Bertino, Bunting, and Elder voting in opposition, to allocate additional grant funding of \$42,854 each to the towns of Snow Hill and Pocomoke (\$85,708)¹ to help cover the cost of infrastructure repair projects, as requested by both towns in their FY21 County grant requests. ←

A motion by Commissioner Elder to allocate an additional \$33,000 grant to each of the fire companies to match the additional grant funds allocated to the Stockton Volunteer Fire Department to fund one full-time equivalent (FTE) paramedic position died for lack of a second.

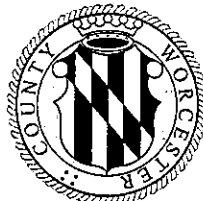
Budget Officer Kathy Whited advised that, after these revisions to the budget, the surplus to the new Capital Equipment Other account totaled \$414,426.

Commissioner Bertino thanked County staff for cutting \$15 million out of originally requested budget, but he could not vote for this budget in light of economic uncertainties resulting from COVID-19 that could result in revenue reductions that are not accounted for in the proposed FY21 budget. Commissioner Bunting concurred.

Commissioner Elder expressed disappointment with these last minute budget decisions after the Commissioners had already voted on these items at their previous budget work session.

Commissioner Mitrecic stated that he previously swore never to support a County budget that did not provide a tax set-off to Ocean City, but that he will vote for this budget, as it includes increased funding to cover the town's cost of providing emergency medical services (EMS) to the West Ocean City (WOC) area.

¹ The originally-approved minutes incorrectly attributed the source of \$42,854 each to Snow Hill and Pocomoke as being "from casino table game revenues," which Commissioner Nordstrom confirmed was not part of his motion. ←



ITEM 1

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

OFFICE OF THE
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

PROCLAMATION

WHEREAS, this July, National Park and Recreation Month, we recognize that parks and recreation programs are fundamental to the well-being of our community, and with the 2020 theme of "We Are Parks and Recreation," we recognize that Worcester County Recreation and Parks (WCRP) professionals are providing essential services and making our communities better places to live, work, and play; and

WHEREAS, the Commissioners join with WCRP professionals to encourage area residents and visitors to join with their family members and friends to head outdoors to explore the parks, trails, playgrounds, and natural areas at Worcester County parks to reap the many benefits that come with getting active and creating healthy habits.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby recognize July as **Park and Recreation Month** and encourage residents and visitors to celebrate throughout this month by sharing their recreation and parks stories using #WeAreParksAndRec.

Executed under the Seal of the County of Worcester, State of Maryland, this 7th day of July, in the Year of Our Lord Two Thousand and Twenty.



Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell

Citizens and Government Working Together



ITEM 2

COMMISSIONERS
JOSEPH M. MITRECIC, PRESIDENT
THEODORE J. ELDER, VICE PRESIDENT
ANTHONY W. BERTINO, JR.
MADISON J. BUNTING, JR.
JAMES C. CHURCH
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SNOW HILL, MARYLAND

21863-1195

June 26, 2020

TO: Worcester County Commissioners
FROM: Karen Hammer, Office Assistant IV
SUBJECT: Pending Board Appointments - Terms Beginning January 1, 2020

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (11) which have current or upcoming vacancies (19 total). They are as follows: Commission on Aging Board (2), Building Code Appeals Board (1), Ethics Board (1), Local Development Council for the Ocean Downs Casino (2), Lower Shore Workforce Development Board (1), Planning Commission (1), Property Tax Assessment Appeal Board (1), Social Services Board Advisory (2), Solid Waste Advisory Committee (4), Tourism Advisory Committee (1) and the Commission For Women (1). I have circled the members whose terms have expired or will expire on each of these boards.

Please note reminder letters requesting nominations for expired positions, were sent to Mr. Hart, Director of Commission on Aging (page 5) and Ms. Baldwin, Director of Social Services (page 15). Included for your review is a Letter from Chris Cavey, Secretary of Appointments regarding the recommendation for Capt. Bruce Wootten for the Property Tax Assessment Appeal Board (page 12).

Most of these Boards and Commissions specify that current members' terms will expire on December 31st. 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. 13 - Social Services Advisory Board (Wayne Ayer) - 3 year

District 2 – Purnell p. 13 - Social Services Advisory Board (Nancy Howard) - 3 year

District 3 – Church p. 16 - Solid Waste Advisory Committee (Bob Augustine)- 4-year

District 4 - Elder All District Appointments Received. Thank you!

District 5 - Bertino p. 13 - Social Services Advisory Board (Cathy Gallagher) - 3 year
p. 16 - Solid Waste Advisory Committee (James Rodenberg)- 4 yr.

District 6 - Bunting p. 17 - Tourism Advisory Committee (Isabel Morris) - 4-year
p. 18 - Commission for Women (Bess Cropper) - 4 year

District 7 – Mitrecic p. 6 - Building Code Appeals Board (Bill Paul) - 4-year
p. 7 - Ethics Board (Frank Knight) - 4-year
p. 8 - Local Development Council for Ocean Downs (Michael Donnelly) - 4-year
p. 10 - Planning Commission (Jay Knerr) 5 -year
p. 13 - Social Services Advisory Board (Maria Campione-Lawrence)- 3yr.

All Commissioners

p. 8 - (1) Local Development Council for Ocean Downs Casino (Mark Wittmyer - At-Large - business or institution representative in immediate proximity to Ocean Downs) - 4-year
p. 9 - (1) Lower Shore Workforce Development Board (Business Representative - Berlin area) - 4-year

All Commissioners (Awaiting Nominations)

p. 3 - (2) Commission on Aging Board (Cynthia Malament- Berlin, Lloyd Parks - Girdletree) - self-appointed by Commission on Aging & confirmed by County Commissioners- 3-year
p. 11 - (1) Property Tax Assessment Appeal Board – Cpt. Bruce Wootten nominated, but the state requires 2 other nominations to consider the appointment. – 5-yr.
p. 16 - (2) Solid Waste Advisory Committee (Michael Pruitt - Town of Snow Hill and Jamey Latchum - Town of Berlin) 4 yr.

COMMISSION ON AGING BOARD

Reference: By Laws of Worcester County Commission on Aging
- As amended July 2015

Appointed by: Self-Appointing/Confirmed by County Commissioners

Function: Supervisory/Policy Making

Number/Term: Not less than 12; 3 year terms, may be reappointed
Terms Expire September 30

Compensation: None

Meetings: Monthly, unless otherwise agreed by a majority vote of the Board

Special Provisions: At least 50% of members to be consumers or volunteers of services provided by Commission on Aging, with a representative of minorities and from each of the senior centers; one County Commissioner; and Representatives of Health Department, Social Services and Board of Education as Ex-Officio members

Staff Contact: Worcester County Commission on Aging, Inc. - Snow Hill
Rob Hart, Executive Director (410-632-1277)

Current Members:

<u>Member's Name</u>	<u>Resides/Represents</u>	<u>Years of Term(s)</u>
Cynthia Malament	Berlin	07-10-13-16, 16-19
Lloyd Parks	Girdletree	08-11-14-17, 17-20 <i>resigned</i>
Clifford Gannett	Pocomoke City	*12-14-17, 17-20
James Covington	Pocomoke City	*18-20
Bonita Ann Gisriel	Ocean City	*18-20
Carolyn Dryzga	Ocean Pines	*18-20
Tommy Tucker	Snow Hill	09-12-15-18, 18-21
Tommy Mason	Pocomoke	15-18, 18-21
Helen Whaley	Berlin	*16-18, 18-21
Rebecca Cathell	Agency - Maryland Job Service	
Lou Taylor	Agency - Worcester County Board of Education	
Roberta Baldwin	Agency - Worcester County Department of Social Services	
Rebecca Jones	Agency - Worcester County Health Department	
Madison J. Bunting, Jr.	Worcester County Commissioners' Representative	
Fred Grant	Snow Hill	*15-16, 16-19, 19-22
Joyce Cottman	Berlin	*16, 16-19, 19-22

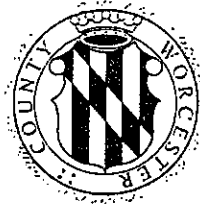
Prior Members:

Since 1972

Virginia Harmon
 Maude Love
 Dr. Donald Harting
 John C. Quillen
 Violet Chesser
 William Briddell
 Harrison Matthews
 John McDowell
 Mildred Brittingham
 Maurice Peacock
 Father S. Connell
 Rev. Dr. T. McKelvey
 Samuel Henry
 Rev. Richard Hughes
 Dorothy Hall
 Charlotte Pilchard
 Edgar Davis
 Margaret Quillen
 Lenore Robbins
 Mary L. Krabill
 Leon Robbins
 Claire Waters
 Thelma Linz
 Oliver Williams
 Michael Delano
 Father Gardiner
 Iva Baker
 Minnie Blank
 Thomas Groton III
 Jere Hilbourne
 Sandy Facinoli
 Leon McClafin
 Mabel Scott
 Wilford Showell
 Rev. T. Wall
 Jeaninne Aydelotte
 Richard Kasabian
 Dr. Fred Bruner
 Edward Phillips
 Dorothy Elliott
 John Sauer
 Margaret Kerbin
 Carolyn Dorman
 Marion Marshall
 Dr. Francis Ruffo
 Dr. Douglas Moore
 Hibernia Carey
 Charlotte Gladding
 Josephine Anderson
 Rev. R. Howe
 Rev. John Zellman
 Jessee Fassett
 Delores Waters
 Dr. Terrance A. Greenwood
 Baine Yates
 Wallace T. Garrett
 William Kuhn (86-93)
 Mary Ellen Elwell (90-93)
 Faye Thornes

Mary Leister (89-95)
 William Talton (89-95)
 Sunder Henry (89-95)
 Josephine Anderson
 Saunders Marshall (90-96)
 Louise Jackson (93-96)
 Carolyn Dorman (93-98)
 Constance Sturgis (95-98)
 Connie Morris (95-99)
 Jerry Wells (93-99)
 Robert Robertson (93-99)
 Margaret Davis (93-99)
 Dr. Robert Jackson (93-99)
 Patricia Dennis (95-00)
 Rev. C. Richard Edmund (96-00)
 Viola Rodgers (99-00)
 Baine Yates (97-00)
 James Shreeve (99-00)
 Tad Pruitt (95-01)
 Rev. Walter Reuschling (01-02)
 Armond Merrill, Sr. (96-03)
 Gene Theroux
 Blake Fohl (98-05)
 Constance Harmon (98-05)
 Catherine Whaley (98-05)
 Wayne Moulder (01-05)
 Barbara Henderson (99-05)
 Gus Payne (99-05)
 James Moeller (01-05)
 Rev Stephen Laffey (03-05)
 Anne Taylor (01-07)
 Jane Carmean (01-07)
 Alex Bell (05-07)
 Inez Somers (03-08)
 Joanne Williams (05-08)
 Ann Horth (05-08)
 Helen Richards (05-08)
 Peter Karras (00-09)
 Vivian Pruitt (06-09)
 Doris Hart (08-11)
 Helen Heneghan (08-10)
 Jack Uram (07-10)
 Robert Hawkins (05-11)
 Dr. Jon Andes
 Lloyd Pullen (11-13)
 John T. Payne (08-15)
 Sylvia Sturgis (07-15)
 Gloria Blake (05-15)
 Dr. Jerry Wilson (Bd. of Ed.)
 Peter Buesgens (Social Services)
 Deborah Goeller (Health Dept.)
 George "Tad" Pruitt (05-17)
 Bonnie C. Caudell (09-17)
 Larry Walton (13-18)

* = Appointed to fill an unexpired term



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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195
June 17, 2020

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

Rob Hart, Executive Director
Commission on Aging
4767 Snow Hill Road
Snow Hill, Maryland 21863

Dear Mr. Hart:

Please be advised that the Worcester County Commissioners would like to consider appointments for the current vacancies on the Commission On Aging Board. Upon review of our records, we would appreciate your nominations for the below referenced Board members:

Ms. Cynthia Malament – Berlin – (term expired)
Mr. Lloyd Parks – Girdletree – (resigned)

Thank you for your attention to this matter. If you should have any questions or concerns, please feel free to contact Karen Hammer, Administrative Assistant IV, at this office.

Sincerely,

Joseph M. Mitrecic
President

JMM/kh

cc: Kelly Shannahan, Assistant Chief Administrative Officer
Weston Young, Interim Assistant Chief Administrative Officer
Worcester County Commissioners
Board Book

BUILDING CODE APPEALS BOARD

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

Appointed by: County Commissioners

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

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

Compensation: \$50 per meeting (by policy)

Meetings: As Needed

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

Staff Contact: Edward A. Tudor, Director
Development Review & Permitting (410-632-1200, ext. 1100)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Bill Paul	D-7 - Mitrecic	Ocean Pines	15-19
Kevin Holland	D-1 - Lockfaw	Pocomoke	96-04-08-12-16, 16-20
James Spicknall	D-5 - Bertino	Ocean Pines	04-08-12-16, 16-20
Mike Poole	D-6 - Bunting	Bishopville	17-21
Mark Bargar	D-4 - Elder	Berlin	14-18, 18-22
Jim Wilson	D-3 - Church	Berlin	02-06-10-14-18, 18-22
Elbert Davis	D-2 - Purnell	Snow Hill	*03-03-07-11-15-19, 19-23

Prior Members:

Robert L. Cowger, Jr. (92-95)
Charlotte Henry (92-97)
Robert Purcell (92-98)
Edward DeShields (92-03)
Sumei Prete (97-04)
Shane C. Spain (03-14)
Dominic Brunori (92-15)
Richard P. Mueller (98-17)

* = Appointed to fill an unexpired term

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

Function: Advisory
Maintain all Ethics forms; develop procedures and policies for advisory opinions to persons subject to the Ethics Law and for processing complaints alleging violations of the Ethics Law; conduct a public information program regarding the purpose and application of the Ethics Law; annually certify compliance to the State; and recommend any changes to the Commissioners in order to comply with State Ethics Law.

Number/Term: 7/4 years
Terms expire December 31st

Compensation: \$50 per meeting

Meetings: As Necessary

Special Provisions:

Staff Contact: Roscoe Leslie, County Attorney (410-632-1194)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Frank Knight	D-7, Mitrecic	Ocean City	*14-15, 15-19
Joseph Stigler	D-4, Elder	Berlin	16-20
Jeff Knepper	D-5, Bertino	Ocean Pines	16-20
Bruce Spangler	D-3, Church	Berlin	*02-05-09-13-17, 17-21
David Deutsch	D-6, Bunting	Ocean Pines	17-21
Faith Mumford	D-2, Purnell	Snow Hill	14-18, 18-22
Mickey Ashby	D-1, Nordstrom	Pocomoke	14-18, 18-22

Prior Members: (Since 1972)

J.D. Quillin, III	Wallace D. Stein (02-08)
Charles Nelson	William Kuhn (90-09)
Gabriel Purnell	Walter Kissel (05-09)
Barbara Derrickson	Marion Chambers (07-11)
Henry P. Walters	Jay Knerr (11-14)
William Long	Robert I. Givens, Jr. (98-14)
L. Richard Phillips (93-98)	Diana Purnell (09-14)
Marigold Henry (94-98)	Kevin Douglas (08-16)
Louis Granados (94-99)	Lee W. Baker (08-16)
Kathy Philips (90-00)	Richard Passwater (09-17)
Mary Yenney (98-05)	
Bill Ochse (99-07)	
Randall Mariner (00-08)	

* = 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
Roscoe Leslie, County Attorney, 410-632-1194

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
Gary Weber	Dist. 4 - Elder	Resident - Snow Hill	*19-20
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20
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
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21
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
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	*14-15-19, 19-23

Prior Members:

Since 2009

J. Lowell Stoltzfus ° (09-10)
Mark Wittmyer ° (09-11)
John Salm ° (09-12)
Mike Pruitt ° (09-12)
Norman H. Conway ° (09-14)
Michael McDermott (10-14)
Diana Purnell ° (09-14)
Linda Dearing (11-15)
Todd Ferrante ° (09-16)

Joe Cavilla (12-17)
James N. Mathias, Jr. ° (09-18)
Ron Taylor ° (09-14)
James Rosenberg (09-19)
Rod Murray ° (*09-19)

Charlie Dorman (12-19)

LOWER SHORE WORKFORCE DEVELOPMENT BOARD
(Previously Private Industry Council Board - PIC)

Reference: Workforce Innovation and Opportunity Act of 2014, Section 107

Appointed by: County Commissioners

Functions: Advisory/Regulatory
Provide education and job training opportunities to eligible adults, youth and dislocated workers who are residents of Somerset, Wicomico and Worcester counties.

Number/Term: 26 - 5 Worcester County, 11 At-Large (by Tri-County Council), 10 Other
2, 3 or 4-year terms; Terms expire September 30

Compensation: None

Meetings: Quarterly (March, June, September, December) on the 2nd Wednesday

Special Provisions: Board must be at least 51% business membership.
Chair must be a businessperson

Staff Contact: Lower Shore Workforce Alliance
Becca Webster, Workforce Director (410-341-3835, ext 6)
American Job Center, 31901 Tri-County Way, Suite 215, Salisbury, MD 21804

Current Members (Worcester County - also members from Wicomico, Somerset and Tri-County Council):

<u>Name</u> (Vacant)	<u>Resides/Agency</u> (Berlin area)	<u>Term</u> 17-21	<u>Representing</u> Business Rep.
Walter Maizel	Bishopville	*12, 12-16, 16-20	Private Business Rep.
Robert "Bo" Duke	Ocean City	*17, 17-21	Business Rep.
Melanie Pursel	Ocean City	18-22	Business Rep.
Jason Cunha	Pocomoke	*16-19, 19-23	Business Rep.

Prior Members: Since

Baine Yates	Bruce Morrison (05-08)
Charles Nicholson (98-00)	Margaret Dennis (08-12)
Gene Theroux (97-00)	Ted Doukas (03-13)
Jackie Gordon (98-00)	Diana Nolte (06-14)
Caren French (97-01)	John Ostrander (07-15)
Jack Smith (97-01)	Craig Davis (13-17)
Linda Busick (98-02)	Donna Weaver (08-17)
Edward Lee (97-03)	Geoffrey Failla (15-18)
Joe Mangini (97-03)	
Linda Wright (99-04)	
Kaye Holloway (95-04)	
Joanne Lusby (00-05)	
William Greenwood (97-06)	
Gabriel Purnell (04-07)	
Walter Kissel (03-07)	
Heidi Kelley (07-08)	

PLANNING COMMISSION

Reference: Public Local Law ZS §1-112

Appointed by: County Commissioners

Functions: Advisory/Regulatory
Make investigations and recommendations regarding zoning text and map amendment applications; recommend conditional rezoning; make recommendations to the Board of Zoning Appeals; review public projects, proposed facility development plans, regulations and standards; review and approve site plans; review and make recommendations regarding residential planned communities; review and approve subdivision plats.

Number/Term: 7/5 years; Terms expire December 31st

Compensation: \$50 per meeting (policy)

Meetings: 1 regular meeting per month; additional meetings held as necessary

Special Provisions: Historically - one member from each Commissioner District, plus two At-Large members; one member per district once expanded to seven districts.

Staff Contact: Department of Development Review & Permitting
Edward A. Tudor, Director (410-632-1200, ext. 1100)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Jay Knerr	D-7, Mitrecic	Berlin	14-19
Jerry Barbierri	D-1, Lockfaw	Pocomoke	*12-15, 15-20
Mike Diffendal	D-3, Church	Berlin	10-15, 15-20
Richard L. Wells	D-6, Bunting	Bishopville	11-16, 16-21
Brooks Clayville	D-4, Elder	Snow Hill	02-07-12-17, 17-22
Marlene Ott	D-5, Boggs	Ocean Pines	08-13-18, 18-23
Betty M. Smith	D-2, Purnell	Berlin	*07-09-14-19, 19-24

Prior Members:

Since 1972

David L. Johnson
N. Paul Joyner
Daniel Trimper, IV
Hugh F. Wilde
Warren Frame
Roland E. Powell
Harry Cherrix
W. David Stevens
Granville Trimper
J. Brad Aaron
Lester Atkinson
Paul L. Cutler
Edward R. Bounds
Edward Phillips
Vernon McCabe
R. Blaine Smith
Edward A. Tudor

Terry Bayshore
Larry Widgeon
Charles D. "CD" Hall
Ernest "Sandy" Coyman
Rev. Donald Hamilton
Dale Stevens
Marion L. Butler, Sr.
Ron Cascio (96-97)
Louie Paglierani (90-99)
Robert Hawkins (96-99)
Ilia Fehrer (94-99)
Rob Clarke (99-00)
W. Kenny Baker (97-02)
James Jarman (99-03)
Harry Cullen (00-03)
Ed Ellis (96-04)
Troy Purnell (95-05)
Larry Devlin (04-06)
Tony Devereaux (03-07)

Wilbert "Tom" Pitts (99-07)
Doug Slingerland (07-08)
Carolyn Cummins (90-94, 99-09)
Madison "Jimmy" Bunting (05-10)
Jeanne Lynch (06-11)
H. Coston Gladding (96-12)
Wayne A. Hartman (09-14)

* = Appointed to fill an unexpired term

PROPERTY TAX ASSESSMENT APPEAL BOARD

Reference: Annotated Code of Maryland, Tax-Property Article, §TP 3-102

Appointed by: Governor (From list of 3 nominees submitted by County Commissioners)
- Nominees must each fill out a resume to be submitted to Governor
- Nominations to be submitted 3 months before expiration of term

Function: Regulatory
- Decides on appeals concerning: real property values and assessments, personal property valued by the supervisors, credits for various individuals and groups as established by State law, value of agricultural easements, rejection of applications for property tax exemptions.

Number/Term: 3 regular members, 1 alternate/5-year terms
Terms Expire June 1st

Compensation: \$15 per hour (maximum \$90 per day), plus travel expenses

Meetings: As Necessary

Special Provisions: Chairman to be designated by Governor

Staff Contact: Department of Assessments & Taxation- Janet Rogers (410-632-1196)
Ext:112

Current Members:

Gary M. Flater (Alternate)	Snow Hill	13-18	Resigned
Steven W. Rakow	Ocean Pines	*19-22	
Arlene C. Page	Bishopville	18-23	
Martha Bennett	Berlin	19-24	

*Capt. Wooten
nominated*

C) = Chairman

Prior Members: Since 1972

Wilford Showell	Mary Yenney (98-03)
E. Carmel Wilson	Walter F. Powers (01-04)
Daniel Trimper, III	Grace C. Purnell (96-04)
William Smith	George H. Henderson, Jr. (97-06)
William Marshall, Jr.	Joseph A. Calogero (04-09)
Richard G. Stone	Joan Vetare (04-12)
Milton Laws	Howard G. Jenkins (03-18)
W. Earl Timmons	Robert D. Rose (*06-17)
Hugh Cropper	Larry Fry (*10-14 alt)(14-18)
Lloyd Lewis	
Ann Granados	
John Spurling	
Robert N. McIntyre	
William H. Mitchell (96-98)	
Delores W. Groves (96-99)	

* = Appointed to fill an unexpired term

Updated: May 21, 2019
Printed: June 30, 2020

STATE OF MARYLAND
OFFICE OF THE GOVERNOR



LARRY HOGAN
GOVERNOR

STATE HOUSE
100 STATE CIRCLE
ANNAPOLIS, MARYLAND 21401-1923
(410) 974-3901
(TOLL FREE) 1-800-811-8336

TTY USERS CALL VIA MD RELAY

June 24, 2020

The Honorable Joseph Mitricec
President
Worcester County Commissioners
Worcester County Government Center
1 W. Market St. Room 1103
Snow Hill, Maryland 21863



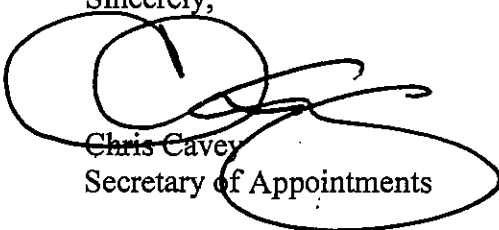
Dear President Mitricec:

We have recently received your recommendation of Bruce Wooten for the alternate position on the Worcester County Property Tax Assessment Appeal Board. In accordance with Tax-Property Article 3-103 of the Annotated Code of Maryland, at least three nominations are supposed to be submitted for each seat for the Governor's consideration in making these appointments. We hereby request your submission of a list of at least 2 more nominations for the Governor's consideration in making this appointment. **Please have your candidates fill out our online application at www.govappointments.maryland.gov.** We also ask that you please send our office a list of the candidates you are recommending in rank order for both seats. This can be emailed to jennifer.barker@maryland.gov.

Please be reminded of Opinions previously issued by the State Ethics Commission, which provide that members of local property tax assessment appeal boards may not be actively engaged in real estate sales or appraisal. We ask your assistance in ensuring that your nominees are not employed in these professions. There are also limitations which apply to employment in local or State government. Should you have any questions concerning eligibility of prospective nominees, please feel free to contact the State Ethics Commission at (410) 260-7770.

Thank you for your assistance and cooperation and we look forward to receiving your submission. If you have any questions concerning this request, please feel free to contact Jennifer Barker at (410) 974-2611.

Sincerely,



Chris Cavey
Secretary of Appointments

12

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
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
Wayne Ayer	D-1, Nordstrom	Pocomoke City	*19-21
Voncelia Brown	D-3, Church	Berlin	16-19, 19-22
Mary White	At-Large	Berlin	*17-19, 19-22

Resigned

SOCIAL SERVICES BOARD

(Continued)

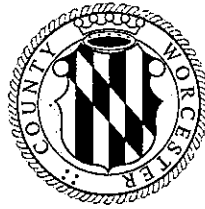
Prior Members: (Since 1972)

James Dryden	Jeanne Lynch (00-02)
Sheldon Chandler	Michael Reilly (00-03)
Richard Bunting	Oliver Waters, Sr. (97-03)
Anthony Purnell	Charles Hinz (02-04)
Richard Martin	Prentiss Miles (94-06)
Edward Hill	Lakeshia Townsend (03-06)
John Davis	Betty May (02-06)
Thomas Shockley	Robert "BJ" Corbin (01-06)
Michael Delano	William Decoligny (03-06)
Rev. James Seymour	Grace Smearman (99-07)
Pauline Robertson	Ann Almand (04-07)
Josephine Anderson	Norma Polk-Miles (06-08)
Wendell White	Anthony Bowen (96-08)
Steven Cress	Jeanette Tressler (06-09)
Odetta C. Perdue	Rev. Ronnie White (08-10)
Raymond Redden	Belle Redden (09-11)
Hinson Finney	E. Nadine Miller (07-11)
Ira Hancock	Mary Yenney (06-13)
Robert Ward	Dr. Nancy Dorman (07-13)
Elsie Bowen	Susan Canfora (11-13)
Faye Thornes	Judy Boggs (02-14)
Frederick Fletcher	Jeff Kelchner (06-15)
Rev. Thomas Wall	Laura McDermott (11-15)
Richard Bundick	Emma Klein (08-15)
Carmen Shrouck	Wes McCabe (13-16)
Maude Love	Nancy Howard (09-16)
Reginald T. Hancock	Judy Stinebiser (13-16)
Elsie Briddell	Arlette Bright (11-17)
Juanita Merrill	Tracey Cottman (15-17)
Raymond R. Jarvis, III	Ronnie White (18-19)
Edward O. Thomas	
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)	
Naomi Washington (01-02)	
Lehman Tomlin, Jr. (01-02)	

* = Appointed to fill an unexpired term

Updated: August 6, 2019
Printed: June 26, 2020

14



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

OFFICE OF THE
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195
June 17, 2020

Roberta Baldwin, Director
Worcester County Department of Social Services
299 Commerce Street
Snow Hill, Maryland 21863

Dear Ms. Baldwin:

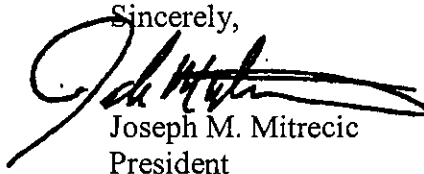
Please be advised that the Worcester County Commissioners are continuing to consider appointments to various County Boards and Commissions for which members' terms expired at the end of last year. Upon review of our records, we recently determined that the term of the following members of the Worcester County Social Services Advisory Board will expire as well on June 30, 2020:

Maria Campione-Lawrence, D-7, Commissioner Mitrecic (2019)
Nancy Howard, D-2, Commissioner Purnell
Cathy Gallagher, D-5, Commissioner Bertino
Wayne Ayer, D-1, Commissioner Nordstrom

As you are aware, appointments are made by the County Commissioners, however we welcome your recommendations and nominations for replacements of the above referenced Board members. We would appreciate receiving your recommendations by June 29, 2020, or sooner, so that we can make these appointments at our meeting on July 7, 2020.

Thank you for your attention to this matter. If you should have any questions or concerns, please feel free to contact either me or Karen Hammer, Administrative Assistant IV at this office.

Sincerely,



Joseph M. Mitrecic
President

JMM/kh

cf: Rebecca Jones, Health Officer
Kelly Shannahan, Assistant Chief Administrative Officer
Weston Young, Interim Assistant Chief Administrative Officer
Worcester County Commissioners

Citizens and Government Working Together

15

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: 1 1/4-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>
Michael Pruitt	Town of Snow Hill		*15, 15-19
Bob Augustine	D-3, Church	Berlin	16-20
Granville Jones	D-7, Mitrecic	Berlin	*15-16, 16-20
Michelle Beckett-El Soloh	Town of Pocomoke City		*19-20
Vaughn White	D-2, Purnell	Berlin	*19-21
Jamey Latchum	Town of Berlin		*17, 17-21
Hal Adkins	Town of Ocean City		*20-21
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
Mike Poole	D-6, Bunting	Bishopville	11-15-19, 19-23

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)
George Tasker (*15-20)
Rodney Bailey *19
Steve Brown *10-19

TOURISM ADVISORY COMMITTEE

Reference: County Commissioners' Resolution of May 4, 1999 and 03-6 of 2/18/03

Appointed by: County Commissioners

Function: Advisory
Advise the County Commissioners on tourism development needs and recommend programs, policies and activities to meet needs, review tourism promotional materials, judge tourism related contests, review applications for State grant funds, review tourism development projects and proposals, establish annual tourism goals and objectives, prepare annual report of tourism projects and activities and evaluate achievement of tourism goals and objectives.

Number/Term: 7/4-Year term - Terms expire December 31st

Compensation: \$50 per meeting expense allowance

Meetings: At least bi-monthly (6 times per year), more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

Staff Contact: Tourism Department - Lisa Challenger (410-632-3110)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u> ²
Isabel Morris	D-6, Bunting	Bishopville	11-15, 15-19
Elena Ake	D-3, Church	West Ocean City	*16, 16-20
Josh Davis	D-5, Bertino	Berlin	*19-21
Lauren Taylor	D-7, Mitrecic	Ocean City	13-17, 17-21
Gregory Purnell	D-2, Purnell	Berlin	14-18, 18-22
Michael Day	D-4, Elder	Snow Hill	*19
Barbara Tull	D-1, Nordstrom	Pocomoke	03-11-15-19, 19-23

Prior Members: Since 1972

Isaac Patterson ¹	Barry Laws (99-03)	Molly Hilligoss (15-18)
Lenora Robbins ¹	Klein Leister (99-03)	Denise Sawyer (*18-19)
Kathy Fisher ¹	Bill Simmons (99-04)	
Leroy A. Brittingham ¹	Bob Hulburd (99-05)	
George "Buzz" Gering ¹	Frederick Wise (99-05)	
Nancy Pridgeon ¹	Wayne Benson (05-06)	
Marty Batchelor ¹	Jonathan Cook (06-07)	
John Verrill ¹	John Glorioso (04-08)	
Thomas Hood ¹	David Blazer (05-09)	
Ruth Reynolds (90-95)	Ron Pilling (07-11)	
William H. Buchanan (90-95)	Gary Weber (99-03, 03-11)	
Jan Quick (90-95)	Annemarie Dickerson (99-13)	
John Verrill (90-95)	Diana Purnell (99-14)	
Larry Knudsen (95)	Kathy Fisher (11-15)	
Carol Johnsen (99-03)	Linda Glorioso (08-16)	
Jim Nooney (99-03)	Teresa Travatello (09-18)	

* = Appointed to fill an unexpired term

1 = Served on informal ad hoc committee prior to 1990. Committee abolished between 1995-1999

2 = All members terms reduced by 1-year in 2003 to convert to 4-year terms

Updated: December 3, 2019

Printed: June 26, 2020

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3rd Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

Special Provisions: 7 district members, one from each Commissioner District
4 At-large members, nominations from women's organizations & citizens
4 Ex-Officio members, one each from the following departments: Social Services, Health & Mental Hygiene, Board of Education, Public Safety
No member shall serve more than six consecutive years

Contact: Liz Mumford and Tamara White, Co-Chair
Worcester County Commission for Women - P.O. Box 1712, Berlin, MD 21811

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
	Tamara White	D-1, Lockfaw	Pocomoke City 17-20
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20
Terri Shockley	At-Large	Snow Hill	17-20
Laura Morrison	At-Large	Pocomoke	*19-20
Kelly O'Keane	Health Department		17-20
Kelly Riwniak	Public Safety - Sheriff's Office		*19-20
Darlene Bowen	D-2, Purnell	Pocomoke	*19-21
Elizabeth Rodier	D-3, Church	West Ocean City	18-21
Bess Cropper	D-6, Bunting	Berlin	15-18, 18-21 <i>Resigned</i>
Kimberly List	D-7, Mitrecic	Ocean City	18-21
Gwendolyn Lehman	At-Large	Berlin	*19-21
Mary E. (Liz) Mumford	At-Large	Ocean City	*16, 16-19, 19-22
Coleen Colson	Dept of Social Services		19-22
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22
Windy Phillips	Board of Education		19-22

Prior Members: Since 1995

Ellen Pilchard ^c (95-97)	Patricia Ilczuk-Lavanceau (98-99)	Catherine W. Stevens (02-04)
Helen Henson ^c (95-97)	Lil Wilkinson (00-01)	Hattie Beckwith (00-04)
Barbara Beaubien ^c (95-97)	Diana Purnell ^c (95-01)	Mary Ann Bennett (98-04)
Sandy Wilkinson ^c (95-97)	Colleen McGuire (99-01)	Rita Vaeth (03-04)
Helen Fisher ^c (95-98)	Wendy Boggs McGill (00-02)	Sharyn O'Hare (97-04)
Bernard Bond ^c (95-98)	Lynne Boyd (98-01)	Patricia Layman (04-05)
Jo Campbell ^c (95-98)	Barbara Trader ^c (95-02)	Mary M. Walker (03-05)
Karen Holck ^c (95-98)	Heather Cook (01-02)	Norma Polk Miles (03-05)
Judy Boggs ^c (95-98)	Vyoletus Ayres (98-03)	Roseann Bridgman (03-06)
Mary Elizabeth Fears ^c (95-98)	Terri Taylor (01-03)	Sharon Landis (03-06)
Pamela McCabe ^c (95-98)	Christine Selzer (03)	
Teresa Hammerbacher ^c (95-98)	Linda C. Busick (00-03)	
Bonnie Platter (98-00)	Gloria Bassich (98-03)	
Marie Velong ^c (95-99)	Carolyn Porter (01-04)	
Carole P. Voss (98-00)	Martha Pusey (97-03)	
Martha Bennett (97-00)	Teole Brittingham (97-04)	

* = Appointed to fill an unexpired term

^c = Charter member

B

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)	Michelle Bankert *(14-18)
Dee Shorts (04-07)	Nancy Fortney (12-18)
Ellen Payne (01-07)	Cristi Graham (17-18)
Mary Beth Quillen (05-08)	Alice Jean Ennis (14-17)
Marge SeBour (06-08)	Lauren Mathias Williams *(16-18)
Meg Gerety (04-07)	Teola Brittingham *(16-18)
Linda Dearing (02-08)	Jeannine Jerscheid *(18-19)
Angela Hayes (08)	Shannon Chapman (*17-19)
Susan Schwarten (04-08)	Julie Phillips (13-19)
Marilyn James (06-08)	
Merilee Horvat (06-09)	
Jody Falter (06-09)	
Kathy Muncy (08-09)	
Germaine Smith Garner (03-09)	
Nancy Howard (09-10)	
Barbara Witherow (07-10)	
Doris Moxley (04-10)	
Evelyne Tyndall (07-10)	
Sharone Grant (03-10)	
Lorraine Fasciocco (07-10)	
Kay Cardinale (08-10)	
Rita Lawson (05-11)	
Cindi McQuay (10-11)	
Linda Skidmore (05-11)	
Kutresa Lankford-Purnell (10-11)	
Monna Van Ess (08-11)	
Barbara Passwater (09-12)	
Cassandra Rox (11-12)	
Diane McGraw (08-12)	
Dawn Jones (09-12)	
Cheryl K. Jacobs (11)	
Doris Moxley (10-13)	
Kutresa Lankford-Purnell (10-12)	
Terry Edwards (10-13)	
Dr. Donna Main (10-13)	
Beverly Thomas (10-13)	
Caroline Bloxom (14)	
Tracy Tilghman (11-14)	
Joan Gentile (12-14)	
Carolyn Dorman (13-16)	
Arlene Page (12-15)	
Shirley Dale (12-16)	
Dawn Cordrey Hodge (13-16)	
Carol Rose (14-16)	
Mary Beth Quillen (13-16)	
Debbie Farlow (13-17)	
Corporal Lisa Maurer (13-17)	
Laura McDermott (11-16)	
Charlotte Cathell (09-17)	
Eloise Henry-Gordy (08-17)	

* = Appointed to fill an unexpired term

^c = Charter member

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

Board Members

ERIC W. CROPPER, SR.
President

SARA D. THOMPSON
Vice-President

BARRY Q. BRITTINGHAM, SR.

WILLIAM E. BUCHANAN

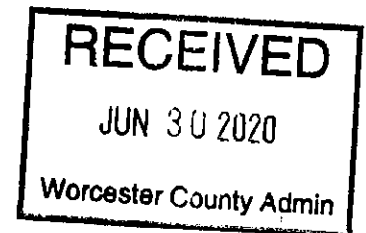
TODD A. FERRANTE

WILLIAM L. GORDY

ELENA J. MCCOMAS

ITEM 3

June 30, 2020



Mr. Joseph M. Mitrecic, President
Worcester County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, Maryland 21863

Dear President Mitrecic,

I am writing to request a reallocation of a portion of the funds budgeted for the design fees related to the Pocomoke Middle School roof replacement project. This project was approved for funding in the amount of \$117,000 by the Commissioners under School Construction in the Board of Education's FY 2020 budget.

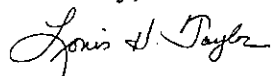
We developed a \$2,677,500 estimated construction cost for the roof replacement project for inclusion in our Capital Improvement Program (CIP). We also estimated a standard engineering design fee of 4.5% (\$117,000) for the project which was approved in our FY20 budget. Prior to commencement of design and based on the savings we realized on the Showell Elementary Replacement School roof bid package, we decided to execute the Pocomoke Middle roof replacement project utilizing U.S. Communities, a nationwide government cooperative procurement and purchasing organization. U.S. Communities provides pre-bid and pre-approved manufacturer's costs and services. Garland DBS is the U.S. Communities pre-approved roofing manufacturer. The Board of Education will purchase all roofing materials for the Pocomoke Middle School project directly from Garland DBS through the U.S. Communities contract.

Garland DBS will also provide our design engineer many of the technical drawings and specifications required for the roof replacement bidding documents. The design engineer is responsible for compiling design information from Garland DBS and developing the final construction drawings and specifications for submission to the Maryland Department of General Services for approval. Due to Garland's participation in the design process, our design engineer agreed to reduce their fee from the standard 4.5% to approximately 1.4%, or \$35,000.00. This resulted in an estimated cost savings of \$82,000.00 in this project.

In the process of renewing liability insurance coverage on our underground storage tank (UST) used for gasoline, it was brought to our attention that the tank had reached the 30-year mark and obtaining insurance in the future may become more difficult and more expensive. It was recommended that we replace the current UST with a new above ground tank (ABT). We would like to move forward with this project and respectfully request the County Commissioner's approval to utilize the \$82,000 in savings to proceed.

As always, we sincerely appreciate our partnership and the continued support of our County Commissioners. Please contact me or Mr. Vince Tolbert with any questions related to this request.

Sincerely,

A handwritten signature in cursive script that reads "Louis H. Taylor".

Louis H. Taylor
Superintendent of Schools

LT:jjp

cc: Board of Education Members
Mr. Harold Higgins

Worcester County Sheriff's Office

ITEM 4

Matthew Crisafulli
Sheriff



Mark C. Titanski
Chief Deputy



July 1, 2020

Commissioners,

Please see the attached agreement between the Worcester County Sheriff's Office, the Maryland Department of State Police, the Berlin Police Department, the Pocomoke City Police Department, the Worcester County Commissioners and the State's Attorney for Worcester County (the parties).

The County Bureau of Investigation was originally formed in 1995 and has functioned as a multi-agency investigatory unit in Worcester County since that time. The continuing purpose of this unit is the combining of law-enforcement resources and intelligence to effectively investigate local serious crime and prosecute criminals.

The last time such an agreement was signed by the parties was May 13, 1997. The unit has been operating without a formal agreement since that document's expiration. This agreement codifies the existing arrangement between the parties.

Our working relationship with the parties has been exceptional over the years and I recommend that we enter into the agreement at this time. I appreciate your consideration and am available to answer any questions that you may have.

A handwritten signature in blue ink, appearing to read "Matthew Crisafulli".

Matthew Crisafulli
Worcester County Sheriff

"Proud to Protect, Ready to Serve"

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

**AGREEMENT REAFFIRMING THE WORCESTER COUNTY
BUREAU OF INVESTIGATION**

THIS AGREEMENT, made this 1st day of JULY, 2020, by and between the Worcester County Sheriff's Office, the Maryland Department of State Police, the Berlin Maryland Police Department, the Pocomoke City Maryland Police Department, the Worcester County Commissioners and the Office of the State's Attorney for Worcester County.

EXPLANATORY STATEMENT

WHEREAS, the parties have determined that, as law enforcement units with responsibilities for the enforcement of criminal laws, and the common good of the residents of Worcester County, they may make more efficient use of their resources and enforcement services to the public through the establishment of the Worcester County Bureau of Investigation.

Some of the parties hereto have, by Agreement in 1995, established the Worcester County Bureau of Investigation, which demonstrated the combining of enforcement resources to be an effective device to combat criminal activity in that area and being desirous of extending the benefits to the area of criminal investigation.

Therefore, the parties hereto, on JULY 1st, 2020 entered into an "Agreement Reaffirming the Worcester County Bureau of Investigation"

NOW, THEREFORE, the parties do hereby agree as follows:

I. PARTIES

The parties to this Agreement are the Worcester County Sheriff's Office, the Maryland Department of State Police, the Berlin Police Department, the Pocomoke City Police Department, the Worcester County Commissioners and the State's Attorney for Worcester County.

II. PURPOSE

The purpose of this Agreement is declared to be the further coordination of a multi-agency law enforcement unit, the manpower and resources of which shall be directed at the

investigation of violations of Maryland criminal law, as codified in the Annotated Code of Maryland as amended from time to time and to enforce applicable Federal statutes.

With this understanding, the stated intent of the Worcester County Bureau of Investigation (hereinafter "CBI") is as follows:

1. The parties of CBI shall conduct joint investigations into violations of Maryland's criminal law and applicable Federal laws.
2. The State's Attorney for Worcester County shall provide adequate resources to ensure that all criminal cases investigated by CBI are prosecuted in accordance with applicable law.

III. SOURCE OF POLICE AUTHORITY

The CBI will be staffed with law enforcement officers from the Worcester County Sheriff's Office, the Maryland Department of State Police, the Berlin Police Department and the Pocomoke Police Department. It is the intention of the parties that each law enforcement officer assigned CBI duties will remain a member of their respective agency for all purposes, specifically including, but not limited to, immunities from liability in civil actions, right to counsel as defendants in civil actions and workmen's compensation. It is not the intention of any party to the Agreement to either limit or expand any of the immunities currently enjoyed by law enforcement officers as members of their respective agencies. Officer's assigned CBI duties shall do nothing which conflicts with their agency's policies or the laws of the State of Maryland or the United States. In addition, each member assigned to CBI duties is authorized to exercise police powers on a County-wide basis, the authority for same being the previously executed Police Mutual Aid Agreements adopted pursuant to Criminal Procedure, Section 2-105 of the Annotated Code of Maryland.

IV. ORGANIZATION

A. Advisory Board

CBI will be governed by an Advisory Board. The purpose of the Advisory Board is to establish the goals and objectives of the unit and to ensure they are met.

1. Voting Members.

- a. The voting member of the Advisory Board shall be the following:
 - i. The Sheriff of Worcester County or designee.
 - ii. The Secretary of the Maryland Department of State Police or designee.
 - iii. The Chief of the Berlin Police Department or designee.
 - iv. The Chief of the Pocomoke Police Department or designee.
 - v. The State's Attorney for Worcester County or designee.
- b. It is agreed by the parties hereto that each voting member of the Advisory Board shall have one (1) vote which shall be cast at regularly scheduled Advisory Board meetings when a vote is necessary or appropriate under this Agreement or any agreement pertaining to CBI and its activities.

2. Non-voting Associate Members

- a. The following are entitled to participate as non-voting members of the Advisory Board:
 - i. The Chief, or designee, of any law enforcement agency active in Worcester County:
 - Ocean City Police Department
 - Ocean Pines Police Department
 - Snow Hill Police Department
 - Maryland Department of Natural Resources Police
 - ii. The Federal Bureau of Investigation

3. Advisory Board Authority

To the extent not inconsistent with policies of the member agencies or laws, the Advisory Board shall recommend policy, rules, regulations, guidelines, and procedures, which affect the operation of the Agreement as listed below:

- a. Conduct which may require disciplinary action against personnel assigned to CBI will be reported through the CBI supervisor to the Advisory Board member, or his/her designee, of the affected employee's agency. Notwithstanding the outcome of such disciplinary action, as may be imposed, the employee may be relieved of CBI duties after a majority vote of the Advisory Board.

- b. The manner in which, upon termination of CBI, surplus investigation funds or equipment are to be returned in proportion to the contributions by the participating police agencies.
- c. The establishment of strict accountability for all funds and the manner in which reports are to be submitted by the respective agencies.
- d. The identification of and selection of priority targets;
- e. Any other necessary and proper matters agreed upon by the participating member agencies.

B. CBI Personnel

1. Supervisor

While it is the intention of the parties that no single member law enforcement agency shall govern CBI, it is understood that day-to-day supervision and coordination of CBI activities are necessary. Therefore, the daily administration and supervision of CBI and its personnel is the responsibility of the CBI Supervisor, who is the non-commissioned officer appointed from the MDSP. The supervisor will hold a supervisory rank and should be experienced and well versed in the art of criminal investigations and should have prior experience. The supervisor will also have the primary responsibility to coordinate the functions of CBI to ensure compliance with the mandates of the Advisory Board, to coordinate and develop investigations with regard to operational details, including but not limited to identifying individuals for investigation, the assignment of personnel to conduct investigations, the tactical and strategical control of operations, coordination of the activities of CBI with those of local, state, out of state, and federal departments and agencies to prevent unnecessary duplication of efforts and to provide the necessary exchange of tactical and strategical intelligence information. The CBI Supervisor will facilitate communications and officer safety information between member agencies, and keep Advisory Board Members informed of activities.

2. Assignment of Personnel

Each member agency will contribute personnel to the CBI in the following numbers:

i. The Maryland Department of State Police will assign one (1) supervisor (Corporal or above) and at least one (1) criminal investigator, for a total of two (2) personnel (including the assigned supervisor), to work in the CBI on a full-time basis.

ii. The Worcester County Sheriff's Office will assign at least one (1) supervisor (Corporal or above) and two (2) criminal investigators, for a total of three (3) personnel to work in the CBI Unit on a full time basis.

iii. The Berlin Police Department will assign one (1) criminal investigator to work in the CBI Unit on a full time basis.

iv. The Pocomoke Police Department will assign one (1) criminal investigator to work in the CBI Unit on a full time basis.

These personnel remain employees of their respective agencies and are identified as such. Any other agency may provide an investigator to the Unit, with the approval of the Advisory Board, and upon assignment, the Agency's designee will become a voting member of the Advisory Board.

3. Operations

All salaries, overtime, pensions, relief, disability, workmen's compensation, right to indemnification, right to counsel, and other benefits enjoyed by personnel assigned to CBI duties through their respective agencies shall extend to them during their assignments to CBI duties and each member will be paid by his or her respective agency.

All officers assigned to the CBI shall adhere to all policies and procedures insofar as the conduct of CBI investigations as established by the Advisory Board. CBI officers shall adhere to their respective agency's policies and procedures in all other matters. All conflicts will be resolved by the Advisory Board.

Conduct which may require disciplinary action against an officer assigned to CBI duties will be reported through the CBI supervisor to the affected officer's agency. Notwithstanding the outcome of such disciplinary action, as may be imposed, the officer shall be relieved of CBI duties at the request of the majority of the Board.

It is recognized by the parties that officers assigned to the CBI, who have had no previous special instruction in criminal investigation law enforcement methods, will require such training as soon as possible. Such training will be provided by the member's respective agency or by use of CBI funds (if available).

Refresher courses and seminars for all CBI personnel shall be encouraged by the Advisory Board. In those instances when CBI cannot provide elective training, expenses for the training shall be the burden of the respective member agency.

The Maryland Department of State Police agrees to provide support services, including but not limited to, the services of a polygraph examiner and evidence collection unit, and the established resources of the Maryland Department of State Police as to fugitive investigations and apprehensions.

The employees of each agency assigned to the CBI shall remain employees of such agency and shall not be considered employees or agents of any other agency. The employees of each agency assigned to CBI shall not be considered joint employees of the other agencies for any purpose. No party to this Agreement or future CBI member accepts responsibility or liability for the actions of employees of any other agency.

To the extent permitted by law the parties will mutually indemnify each other from all claims by third parties for property damage, personal injury or wrongful death that might arise out of the activities covered in this Agreement. Each party to this Agreement

will waive all claims it might have against any other party to this Agreement for property damage, personal injury or wrongful death arising out of this Agreement.

V. MEETINGS

Each meeting will be chaired by the chairman, who will be chosen on an annual basis from among the voting members of the Advisory Board.

- A. The Advisory Board will meet as often as deemed necessary by its members, but at least quarterly. The purpose of the meetings will be to review and discuss CBI activities so as to address any changes or additions that may be required in this Agreement and to provide guidance to CBI.

Advisory Board meetings will be held when designated by the Board in writing. Notice of meetings and agenda will be provided 10 days prior to any meeting. Nothing shall prohibit emergency meetings with oral notice to voting members.

Each meeting will be attended by the members of the Advisory Board or their designees and the CBI supervisor, or their designee.

- B. Quorum and Voting

A quorum for action is a simple majority of voting members. Once a quorum exists, a simple majority of the voting members present shall be required for action on any issue.

VI. PRESS RELEASES

The CBI Supervisor shall coordinate press releases with the Worcester County State's Attorney's Office and provide copies to all designees of all participating agencies prior to public distribution.

VII. FUNDING

- A. Equipment

All member agencies will provide weapons, ammunition, police radios and vehicles, including the cost of operation, repair and maintenance, to the officers they assign to

CBI. The Advisory Board may also elect, after securing approval as may be necessary from the funding body of the member agency, to recommend the contribution of other equipment deemed necessary for the efficient and effective operation of CBI.

B. Operating Expenses

- i. Office supplies, such as pads, pencils, pens, cameras, film, tape records and tapes, forms, safes, evidence storage lockers and facilities, evidence containers, labels, and other similar office supplies commonly found in investigative offices, will be supplied by the Department of Maryland State Police, or purchased from local vendors utilizing CBI funds, as agreed upon by the Advisory Board.
- ii. All funds derived from forfeited property shall be used only to supplement the continuing operation of the CBI.

VIII. TERM OF AGREEMENT

The term of this Agreement shall be the calendar year, January 1 through December 31. This Agreement shall become effective upon the date of its approval and execution by the parties hereto. Unless terminated in accordance with the provisions of this Agreement the Agreement shall be renewed each subsequent year on or before January 1st, after approval from each party. If there are no changes to the agreement the renewal of the agreement can be accomplished through an addendum signed by all parties. All modifications to this agreement shall be in writing and approved by each party to the agreement by way of signature.

IX. SEVERABILITY

If any provision of this Agreement shall be deemed invalid by a court of competent jurisdiction, the remainder of this Agreement, to the extent lawful, shall remain in full force and effect.

X. Withdrawal

Each party to this Agreement shall have the absolute right to withdraw its participation under this Agreement providing thirty (30) days written notice to all of the other parties to this Agreement.

1. Upon withdrawal, all property clearly identifiable as the property of the withdrawing agency shall be distributed back to the agency.

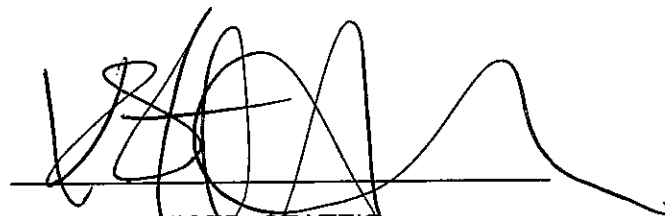
XI. BINDING EFFECT

The parties hereto agree that all covenants, stipulations, promises, agreements and provisions of this Agreement shall apply to, bind and be obligatory upon the parties hereto, their successors and assigns, or any of them.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 1st
day of JULY, 2020.

STATE'S ATTORNEY FOR WORCESTER COUNTY

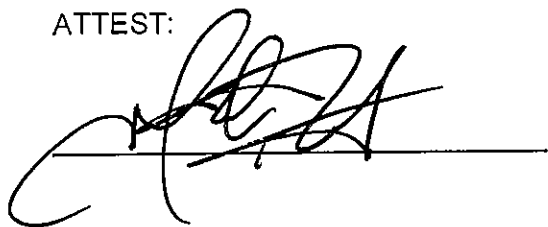
ATTEST:



KRISTIN HEISER, STATE'S
ATTORNEY, WORCESTER COUNTY

WORCESTER COUNTY SHERIFF'S OFFICE

ATTEST:



MATTHEW CRISAFULLI, SHERIFF
OF WORCESTER COUNTY

BERLIN, MARYLAND POLICE DEPARTMENT

ATTEST:

ARNOLD DOWNING, CHIEF OF
POLICE, BERLIN

POCOMOKE CITY, MARYLAND POLICE DEPARTMENT

ATTEST:

Lee Brumley Chief

LEE BRUMLEY, CHIEF OF
POLICE, POCOMOKE

MARYLAND DEPARTMENT OF STATE POLICE

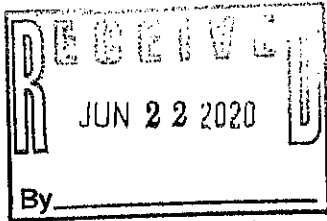
ATTEST:

WOODROW W. JONES III, ACTING
SUPERINTENDENT, MARYLAND
DEPARTMENT OF STATE POLICE

WORCESTER COUNTY COMISSIONERS

ATTEST:

JOSEPH MITRECIC
PRESIDENT



ITEM 5

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863

TEL: 410-632-1200 / FAX: 410-632-3008
<http://www.co.worcester.md.us/departments/drp>

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Harold Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director, Development Review and Permitting *EAT*
DATE: June 22, 2020
RE: Shady Side Village RPC – Kathleen Clark

.....
Attached please find the County Commissioners' Finding of Fact drafted by Jennifer K. Keener, Zoning Administrator, for the above referenced Step I residential planned community application which was heard by the County Commissioners on June 16, 2020. A draft Resolution has also been prepared for your review. I have reviewed the documents and find that they are satisfactory and would therefore recommend that the County Commissioners adopt and execute these findings and resolution. *PG. 2-5*

I would like to note to the County Commissioners that §ZS 1-315(k)(2)A.4. of the *Zoning and Subdivision Control Article* states that “[a]ny residential planned community approved by the County Commissioners must be unconditionally accepted as approved, in writing by the applicant requesting such use within ninety days after approval by the County Commissioners.” The regulations further state that “[f]ailure to so accept, in writing, any such residential planned community so approved by the County Commissioners shall be considered a rejection and abandonment by the applicant of the approval, and thereafter any such residential planned community so approved shall be null and void and of no effect whatsoever.” Thus, the applicants will need to sign some form of documentation accepting the approval and the conditions imposed by the County Commissioners. I have taken the liberty of preparing an addendum to the resolution for signature by the applicant accepting the approval and associated conditions. *PG. 6*

If you have any questions, or need any further clarification, please do not hesitate to contact me. *PG. 8-9*

EAT: jkk
Attachment

IN THE MATTER OF THE REQUEST	*	
FOR ESTABLISHMENT OF A	*	
RESIDENTIAL PLANNED COMMUNITY	*	SHADY SIDE VILLAGE
FLOATING ZONE	*	
KATHLEEN CLARK	*	
BERLIN, MARYLAND	*	

FINDINGS OF FACT

Subsequent to a public hearing held on June 16, 2020 and after a review of the entire record, all pertinent plans and all testimony, the Worcester County Commissioners hereby make the following findings as the County Commissioners' findings of fact pursuant to the provisions of §ZS 1-315(k)(2)A.4 of the Worcester County Zoning Ordinance. These findings are made relative to the request submitted by Kathleen Clark for the establishment of a residential planned community (RPC) floating zone for the proposed RPC project known as Shady Side Village. Furthermore, these findings are made relative to the Step I plan as submitted as part of the original application.

Regarding the relationship of the RPC with the Comprehensive Plan, zoning regulations and other established policy guidelines: The County Commissioners find that subject property is currently in the "Existing Developed Areas" land use category of the Comprehensive Plan. One aspect of this land use category is to identify areas to be utilized for infill residential development. The project is consistent with surrounding densities and type of development. It is also providing protection to the sensitive wetland areas and the Critical Area buffer that are an important environmental feature. Connectivity to main transportation networks are another feature of the proposed development that are consistent with the Comprehensive Plan. Access will be via a single commercial entrance onto MD Route 707 (Old Bridge Road), therefore limiting multiple points of access.

Relative to consistency with the zoning regulations, the County Commissioners find that the project site is zoned R-4 General Residential District, the R-4 District being a zoning classification in which residential planned communities are permitted. It also finds that the project as proposed complies with those requirements cited in §ZS 1-315 relative to maximum density, maximum limitation for residential uses, minimum requirement for common use open

1

space and recreational areas, and types of permitted uses. The County Commissioners therefore conclude that the submittals relative to the proposed project comply with the requirements cited in §ZS 1-315(k)(2)A1.

Regarding the general location of the site and its relationship to existing land uses in the immediate vicinity: The County Commissioners find that the subject property is located on the southerly side of MD Route 707 (Old Bridge Road), west of Greenridge Lane. The County Commissioners find that this area can best be characterized as mainly residential land uses of varying types. The R-4 General Residential District encourages infill development and higher densities to encourage traditional neighborhood development while still utilizing conservation features in its design. The County Commissioners conclude that the proposed use as a townhouse development is consistent with existing land uses in the vicinity.

Regarding the availability and adequacy of public facilities, services and utilities to meet the needs of the RPC and the long-term implications the project would have on subsequent local development patterns and demand for public facilities and services: The County Commissioners find that the properties proposed to be developed into the Shady Side Village RPC are presently zoned R-4 General Residential District. The surrounding developed lands are similarly zoned for residential uses. Due to the sites' R-4 General Residential District zoning classification, a townhouse development at a density of eight dwelling units per one acre is permitted by zoning. Furthermore, residential planned communities of the same density are permitted by that zoning district. Thus, the proposed density of 7.7 dwelling units per acre was anticipated for this immediate vicinity. In addition, the development proposes to cluster the residential dwelling units in an effort to avoid the 100' Critical Area buffer while preserving the existing forested areas and wetlands, which is encouraged by the Comprehensive Plan. As part of the Critical Area buffer establishment requirements, the entire buffer will be required to be planted.

Relative to certain public facilities, public water and sewer is available to serve the proposed development; nine (9) additional sewer EDUs will need to be transferred to the property from the West Ocean City Sanitary Service Area and thirty-seven (37) water EDUs will need to be purchased from the County from the Mystic Harbour Sanitary Service Area. The County Commissioners conclude that the proposed Shady Side Village RPC will not have an adverse long-term implication on development patterns in the area and there are adequate public facilities, services and utilities to serve the proposed development without any significant impacts to public facilities or services.

Regarding the consistency of the RPC with the general design standards as contained in Subsections (j)(1) through (j)(5): The County Commissioners find that the development has taken steps to protect the sensitive areas on the subject property, such as the tract of existing forested areas and non-tidal wetlands located within the 100' Critical Area buffer. The open

2

3

space provided exceeds the minimum required under the RPC regulations. The plan has been revised to remove the active open space and outdoor units (HVAC) associated with several of the townhouse units from the 100' Critical Area buffer. Any potential non-tidal wetland or buffer impacts will require approvals to be obtained from the Maryland Department of the Environment and a copy provided to the county during Steps II and III.

Relative to the general layout and clustering of the development, the County Commissioners find that the proposed RPC consists of clustered townhouse buildings and minimizing land impacts, especially to environmentally sensitive lands, while maximizing contiguous open spaces. The traffic circulation patterns promote connectivity within the proposed development, and limit access to the public road system to one commercial entrance. A sidewalk is proposed to be provided along the MD Route 707 road frontage for future connections. Internal pedestrian sidewalks are also found on both sides of the proposed private roads. The County Commissioners conclude that the RPC has demonstrated consistency with the general design standards contained in §ZS 1-315(j)(1) through (j)(5).

Regarding the relationship of the RPC's proposed construction schedule, including any phasing, and the demand for and timely provision of public facilities, services and utilities necessary to serve the project: The County Commissioners find that phasing of the project will be done based on market demand, and the recreational areas will be prorated based on the number of units constructed in the individual phases.

Regarding the capacity of the existing road network to provide suitable vehicular access for the RPC, the appropriateness of any existing or proposed improvements to the transportation network, the adequacy of the pedestrian and bicycle circulation, and the proposed means of connectivity of the project to surrounding residential, commercial and recreational development and uses: The County Commissioners find that the Step I plan indicates that there will be one point of access for vehicular traffic onto MD Route 707 (Old Bridge Road). Relative to the adequacy of pedestrian and bicycle circulation, the road network appears to serve these functions, and a sidewalk will be provided along the front property line should connectivity be provided for in the future. The County Commissioners conclude that the access point to MD Route 707 (Old Bridge Road) will not have a significantly adverse impact on traffic patterns in the area.

Regarding the relationship of the proposed method of wastewater disposal and provision of potable water service with the goals, objectives and recommendations of the Comprehensive Plan, Comprehensive Water and Sewer Plan, and other established policy guidelines: The County Commissioners find that, according to the comments provided by the Department of Environmental Programs, the development is currently served by public sewer via the West Ocean City service area. A total of twenty-eight (28) sewer EDU's are already allocated to the

property. The developer will need to purchase an additional nine (9) sewer EDU's based on the number of proposed units. In addition, the development has the ability to connect to the Mystic Harbour Sanitary Service Area for water and will need to apply to purchase thirty-seven (37) water EDU's.

Based upon their review, the County Commissioners hereby approve the request for the establishment of the residential planned community floating zone for the Shady Side Village RPC.

Adopted as of this 16th day of June, 2020. Reduced to writing and signed this ____ day of _____, 2020.

Harold L. Higgins
Chief Administrative Officer

Joseph M. Mitrecic,
President

Theodore J. Elder,
Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell

RESOLUTION NO. 20 - ____

**RESOLUTION ESTABLISHING THE SHADY SIDE VILLAGE
RESIDENTIAL PLANNED COMMUNITY FLOATING ZONE**

WHEREAS, pursuant to Section ZS 1-315 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, Hugh Cropper, IV, attorney on behalf of Kathleen Clark, owner, has filed an application for the establishment of a Residential Planned Community (RPC) Floating Zone on approximately 4.82 acres of land shown on Tax Map 26 as Parcel 157, located on the southerly side of MD Route 707 (Old Bridge Road), west of Greenridge Lane, in the Tenth Tax District of Worcester County, said residential planned community designated as Shady Side Village RPC; and

WHEREAS, the said application was referred to the Worcester County Planning Commission which gave the application a favorable recommendation during its review on March 5, 2020; and

WHEREAS, subsequent to a public hearing held on June 16, 2020, following due notice and all procedures as required by Sections ZS 1-315, 1-113, and ZS 1-114 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners made the finding that the establishment of a Residential Planned Community Floating Zone on the subject property would be compatible with the Worcester County Comprehensive Plan and the Worcester County Zoning and Subdivision Control Article.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, that the land partitioned by Hugh Cropper, IV, on behalf of Kathleen Clark, shown on Tax Map 26 as Parcel 157, and consisting of approximately 4.82 acres of land, is hereby approved and established as a Residential Planned Community Floating Zone in accordance with the provisions of §ZS 1-315 of the Worcester County Zoning and Subdivision Control Article.

AND, BE IT FURTHER RESOLVED that the effective date of this Resolution shall be nunc pro tunc, June 16, 2020.

PASSED AND ADOPTED this ____ day of _____, 2020.

ATTEST:

Harold L. Higgins
Chief Administrative Officer

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell

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

**SHADY SIDE VILLAGE RPC
SOUTHERLY SIDE OF MD ROUTE 707 (OLD BRIDGE ROAD)
WEST OF GREENRIDGE LANE**

**TENTH 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 Hugh Cropper, IV on behalf of Kathleen Clark to establish a Residential Planned Community (RPC) on property located on the southerly side of MD Route 707 (Old Bridge Road), west of Greenridge Lane. Located in the Tenth Tax District of Worcester County, Maryland, the property is designated on Tax Map 26 as Parcel 157. The Worcester County Planning Commission has reviewed the Shady Side Village Residential Planned Community application at its meeting of March 5, 2020 and granted a favorable recommendation to the Worcester 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, JUNE 16, 2020 at 10:40 AM**

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.

Once County Government Offices are opened to the public, the case file for this proposed project may be reviewed at the Department of Development, Review and Permitting, Government Center - Room 1201 (2nd Floor), One West Market Street, Snow Hill, Maryland 21863 between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday (except holidays). In the interim, the case file may be reviewed on the County website at www.co.worcester.md.us. Interested parties may also call (410) 632-1200.

All interested citizens are encouraged to attend the hearing and express their views on this matter. Both written and oral testimony will be accepted.

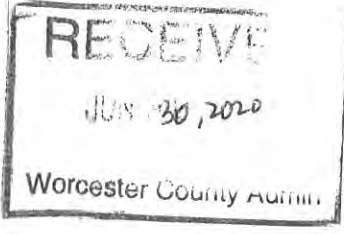
Joseph M. Mitrecic, President

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 1 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.

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.



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/drpd>

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: June 30, 2020
RE: Nuisance Abatement Order #20-1

The attached correspondence from both your office and mine was sent to the owner of the property subject to the above referenced nuisance abatement order and was also posted on the front window of the subject property. One letter was returned as undeliverable and the one letter sent to a Salisbury address was signed for. No request for a hearing before the County Commissioners has been received and the owner as provided for in the correspondence has done no work to abate the nuisance.

During the County Commissioners' meeting of May 5, 2020 when I requested assistance in the abatement of the nuisance conditions, President Mitrecic requested that the structure be removed in a manner that would allow for the repurposing of the wood material instead of conventional demolition. In order to facilitate this request I have prepared a notice to bidders and a request for proposals for the purposeful deconstruction of the structure for the Commissioners' approval. In addition, just in case we receive no bids for such a project, I have also included the same documents for demolition of the structure as we have done with others in the past. The documents for demolition can be held until such time that bids for the deconstruction and salvage are due. If no bids are received for deconstruction, the demolition documents can then be released.

Pg. 2 Pg. 8-13 Pg. 3-7

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

Attachments

cc: Jennifer Keener, Deputy Director

Lisa Wilkens, Zoning Inspector

NOTICE TO BIDDERS

Demolition
2816 Snow Hill Road
Girdletree, Maryland 21829-2701

Worcester County, Maryland

The County Commissioners of Worcester County, Maryland are currently accepting bids for the demolition of a structure located at 2816 Snow Hill Road, Girdletree, Maryland. Bid specification packages and bid forms may be obtained from the Office of the County Commissioners, Worcester County Government Center, 1 West Market Street, Room 1103, Snow Hill, Maryland, 21863 or by calling the County Commissioners' Office at 410-632-1194 to request a package by mail and are also available online at www.co.worcester.md.us. Any questions must be submitted in writing to the Department of Development Review and Permitting, Government Center, 1 West Market Street, Room 1201, Snow Hill, Maryland 21863 no later than 1:00 p.m. EST on Wednesday, July 22, 2020. Sealed bids will be accepted until **1:00 p.m. EST on Monday, July 27, 2020**, 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 "**Bid for Demolition of 2816 Snow Hill Road, Girdletree, MD**" in the lower left-hand corner. After opening, bids will be reviewed and a recommendation prepared for the County Commissioners for their consideration at a future meeting. In awarding the bid, the County 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 Edward A. Tudor, Director, Development Review and Permitting at the above address or by email at etudor@co.worcester.md.us. Email correspondence is encouraged.

Worcester County Maryland
Request For Proposal
Building/Structure Demolition

Location of Work: 2816 Snow Hill Road, Girdletree, Maryland 21829
Worcester County Contract: Nuisance Abatement Order #20-1
Proposal Due: By 1:00 P.M. Monday, July 27, 2020

1. Description of Work

- a. The structure at the above location will be demolished and completely removed from the property. The structure is not occupied and has been declared by the Commissioners of Worcester County to be a public nuisance. The demolition includes the removal of the entire structure and its contents, proper disposal of all material and debris, the cutting and disposal of all vegetation to allow access, and the restoration of the site. Demolition by fire is not acceptable.

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 for removal 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 are 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 5,000 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. Locate and have abandoned any wells on site by a licensed well driller as directed by the County Department of Environmental Programs.
- 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, an erosion and sediment control plan and, once approved, all onsite measures required by the approved plan.

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 Monday, July 27, 2020 provided to Worcester County Administration, 1 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 Services of 2816 Snow Hill Road, Girdletree, MD.” Proposals must include any exceptions pertaining to this scope of work. Complete and return the attached bid form by the proposal due date.

_____: submits this proposal for the following project:
(NAME OF COMPANY)

Building/ Structure Demolition for:

Location: 2816 Snow Hill Road, Girdletree, Maryland 21829-2701

A. Proposal Pricing

- a. Lump Sum Scope of Work – Inspections, Demolition, Disposal, Restoration
\$ _____
- b. 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: _____

Mailing Address: _____

Telephone: _____

MD License: _____

NOTICE TO BIDDERS

Deconstruction
2816 Snow Hill Road
Girdletree, Maryland 21829-2701
Worcester County, Maryland

The County Commissioners of Worcester County, Maryland are currently accepting bids for the deconstruction and repurposing of select materials of a structure located at 2816 Snow Hill Road, Girdletree, Maryland. Bid specification packages and bid forms may be obtained from the Office of the County Commissioners, Worcester County Government Center, 1 West Market Street, Room 1103, Snow Hill, Maryland, 21863 or by calling the County Commissioners' Office at 410-632-1194 to request a package by mail and are also available online at www.co.worcester.md.us. Any questions must be submitted in writing to the Department of Development Review and Permitting, Government Center, 1 West Market Street, Room 1201, Snow Hill, Maryland 21863 no later than 1:00 p.m. EST on Wednesday, July 22, 2020. Sealed bids will be accepted until **1:00 p.m. EST on Monday, July 27, 2020**, 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 **"Bid for Deconstruction of 2816 Snow Hill Road, Girdletree, MD"** in the lower left-hand corner. After opening, bids will be reviewed and a recommendation prepared for the County Commissioners for their consideration at a future meeting. In awarding the bid, the County 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 Edward A. Tudor, Director, Development Review and Permitting at the above address or by email at etudor@co.worcester.md.us. Email correspondence is encouraged.

Worcester County, Maryland
Request For Proposal
Building Deconstruction

Location of Work: 2816 Snow Hill Road, Girdletree, Maryland 21829
Worcester County Contract: Nuisance Abatement Order #20-1
Proposal Due: By 1:00 P.M. Monday, July 27, 2020

1. Description of Work

- a. The structure at the above location will be completely removed from the property by means of purposeful deconstruction to provide for the reclamation and reuse of the wood components of the building. The structures are not occupied and have been declared by the Commissioners of Worcester County to be a public nuisance. The deconstruction includes the removal of the entire structure and its contents; the reclamation and provisions for reuse of the wood components; proper disposal of all non-wood material, debris, and wood material that has deteriorated beyond the point of reasonable reuse as determined by the County; 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 deconstruction/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 for removal 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 deconstruction/demolition.
 - ii. Extract any Rodent, Pests or Animals by appropriate means prior to deconstruction/demolition activities.
- c. Work areas, Adjacent Properties and Access
 - i. Establish safe work areas for deconstruction operations.
 - ii. Secure agreements with adjacent property owners if necessary to carry out the deconstruction.
 - 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 deconstruction 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 deconstruction exceeds 5,000 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 deconstruction.
- f. Deconstruction
 - i. Disassemble all wood components and remove all non-wood components of the designated structure including all foundations, footings, slab, below and above grade components and related appurtenances. Crush and fill septic tanks identified onsite by County personnel. Locate and have abandoned any wells on site by a licensed well driller as directed by the County Department of Environmental Programs.
 - ii. Execute all deconstruction 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 deconstruction/demolition.
 - iii. Avoid encroachment on adjacent properties. Contact all adjacent property owners prior to deconstruction. If encroachment is required to safely execute work, complete agreement in writing with adjacent owners and provide to County prior to any work on site. The contractor shall repair any damage to adjoining properties, buildings, vehicles, buildings, landscaping, soils, etc. resulting from the deconstruction or deconstruction operations.
 - iv. Provide, if necessary, an erosion and sediment control plan for approval and, once approved, all on site measures required by the approved plan.
- g. Restoration of Site
 - i. Backfill any excavated and below exterior grade area as a result of the disassembly/demolition.

- ii. Provide and place clean AASHTO A-2-4 backfill material as required to level site.
- iii. Areas damaged and disturbed by the deconstruction shall be re-seeded with appropriate ground cover and covered with straw. Backfill shall be stabilized.

h. Disposal

- i. All deconstructed wood components and non-wood deconstruction 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. No salvage operation by third parties is not permitted. Transport all suitable deconstructed wood materials from the site for repurposing and provide documentation of delivery of said materials to a bona fide repurposing facility.
- ii. Transport all wood material that has deteriorated beyond the point of reasonable reuse and any non-wood deconstructed waste materials from the site and dispose of at a legal offsite disposal area. Provide documentation of disposal in a legal landfill or delivery to a recycler. Documentation of proper disposal will be required to release final payment of funds.
- iii. On completion of the removal of materials, 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.
- c. All work shall be completed within 90 days of the issuance of the notice to proceed from Worcester County.

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 Monday, July 27, 2020 provided to the Office of the County Commissioners, 1 West Market Street – Room 1101, Snow Hill, Md. 21863. Proposals must be marked in the lower left-hand corner as follows: “Deconstruction/Demolition Services of 2816 Snow Hill Road, Girdletree, MD”. Proposals must include any exceptions pertaining to this scope of work. Complete and return the attached bid form by the proposal due date.

_____: submits this proposal for the following project:
(NAME OF COMPANY)

Building Deconstruction for: 2816 Snow Hill Road, Girdletree, Maryland 21829-2701

A. Proposal Pricing

a. Lump Sum Scope of Work – Inspections, Deconstruction, Removal of
Materials, Disposal, Restoration

\$ _____

b. 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: _____

Mailing Address: _____

Telephone: _____

MD License: _____

ITEM 7



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: June 29, 2020
SUBJECT: Bid Recommendation for Rehabilitation of Treatment Unit 3

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 June 9, 2020, five bids were opened for rehabilitation of Treatment Unit 3 at the Ocean Pines Wastewater Treatment Plant. The following summary and attached bids are submitted for your review:

Company Name	Total Bid Price	PG
M2 Construction, Inc. Landisville, PA	\$469,476.00	8
Johnston Construction Company Dover, PA	\$499,904.00	10
Adel Construction Company, Inc. Newark DE	\$701,834.00	13
JJID, Inc. Bear, DE	\$765,000.00	15
Bearing Construction Co. Sudlersville, MD	\$1,114,000.00	17

M2 Construction recently completed work for the Department on rehabilitation of Pump Stations A and B in Ocean Pines. They performed well in completion of that work and we see no reason they would be unable to complete this work as well. We have also attached a letter from George, Miles and Buhr (GMB), the engineers who prepared the design documents. GMB confirmed M2's capability to do this work and concur with the recommended award.

> PG. 3-4

The 2019 Bond Issue included \$500,000 for this project, therefore adequate funds are available.

Based on the information provided above, it is recommended that the County Commissioners award the construction contract to M2 Construction at a total cost of \$469,476.00:

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

Attachments

cc: John Ross, P. E., Deputy Director
Jessica Wilson, CPA, Assistant Finance Officer
Michelle Carmean, Enterprise Fund Controller

■ ■ ■ ■

**ARCHITECTS
ENGINEERS**

206 WEST MAIN STREET
SALISBURY, MD 21801
PH: 410.742.3115
PH: 800.789.4462
FAX: 410.548.5790

SALISBURY
BALTIMORE
SEAFORD

www.gmbnet.com

■ ■ ■ ■

JAMES H. WILLEY, JR., PE
PETER A. BOZICK, JR., PE
JUDY A. SCHWARTZ, PE
CHARLES M. O'DONNELL, III, PE
W. BRICE FOXWELL, PE
A. REGGIE MARINER, JR., PE
JAMES C. HOAGESON, PE
STEPHEN L. MARSH, PE
DAVID A. VANDERBEEK, PE
ROLAND E. HOLLAND, PE
JASON M. LYTLE, PE
CHRIS B. DERBYSHIRE, PE
W. MARK GARDOCKY, PE
MORGAN H. HELFRICH, AIA
KATHERINE J. MCALLISTER, PE

JOHN E. BURNSWORTH, PE
MICHAEL G. KOBIN, PE
VINCENT A. LUCIANI, PE
ANDREW J. LYONS, JR., PE
W. NICHOLAS LLOYD
AUTUMN J. WILLIS

June 15, 2020

Worcester County Department of Public Works
1000 Shore Lane
Ocean Pines, MD 21811

Attn: John S. Ross, P.E., Deputy Director of Public Works

Re: Recommendation for Award of Construction Contract
Ocean Pines WWTP – Treatment Unit No.3 Improvements
Worcester County, MD
GMB File No. 150127.B

Dear Mr. Ross:

On June 8, 2020, bids for the above-referenced project were received and subsequently opened on June 9, 2020. A total of five (5) bids were submitted by contractors from Maryland, Delaware, and Pennsylvania. The Total Base Bids ranged from \$469,476 to \$1,114,000; the Total Base Bid encompasses the scope of the project in entirety. A tabulation of all bids is enclosed with this letter of recommendation for award.

The lowest Total Base Bid of \$469,476.00 was submitted by M2 Construction, LLC of Landisville, PA and the second lowest Total Base Bid was submitted by Johnston Construction Co. of Dover, PA (\$499,904.00).

GMB has reviewed the bids and we offer the following comments:

- GMB believes that the nearness of the two (2) lowest bids for the Total Base Bid (6.5% difference) demonstrate the low bid amount is reasonable and very competitive.
- All bidders have acknowledged receipt of all addenda.
- Both M2 Construction and Johnston Construction Co. have performed wastewater treatment plant improvement projects within the State of Maryland.

GMB has recently worked with both M2 Construction, LLC and Johnston Construction, Co. on several projects. M2 has previously performed work in Worcester Co., MD. Based on GMB's experience, both Contractors have performed satisfactory work; they typically self-perform work (excluding electrical for M2), superintendents assigned to the job were experienced and worked well with clients; they satisfactorily managed subcontractors; and jobs were completed in a satisfactory timeframe barring any circumstances outside of the Contractor's control.

For the reasons listed above, M2 Construction, LLC was found to be the lowest, responsive, responsible bidder. Accordingly, GMB recommends that the Worcester County Commissioners award construction of the Treatment Unit No. 3 Improvements to M2 Construction, LLC of Landisville, Pennsylvania at the Total Base Bid price of Four Hundred Sixty-Nine Thousand Four Hundred Seventy-Six Dollars (\$469,476.00).

If the Worcester County concurs with our recommendation, please prepare an appropriate letter of concurrence and intent to award.

If you need additional information, or if you would like to discuss any of these matters further, please feel free to contact our office at (410) 742-3115.

Sincerely,



Chris B. Derbyshire, P.E.
Vice-President / Sr. Project Manager

CBD/slh

Enclosure:
Certified Bid Tabulation



Bid - Worcester County Public Works
Ocean Pines Wastewater Treatment Plant Improvements
Treatment Unit No. 3
June 8, 2020

Certified By:

Christopher B. Derbyshire, P.E.

Totals	HRI Construction LLC dba M2 Construction LLC	Johnston Construction Company	A-Del Construction
Subtotal Schedule A	\$421,900.00	\$474,243.00	\$642,754.00
Subtotal Schedule B	\$47,576.00	\$25,661.00	\$52,830.00
Total Schedules A+B	\$469,476.00	\$499,904.00	\$695,584.00

Totals	JJID, Inc.	Bearing Construction, Inc.
Subtotal Schedule A	\$656,500.00	\$1,021,000.00
Subtotal Schedule B	\$108,500.00	\$93,000.00
Total Schedules A+B	\$765,000.00	\$1,114,000.00

Apparent Low Bid

***Mathematical error in calculated bid on Bid Form. Numbers in Red represent corrected values.**

Worcester County Public Works
Ocean Pines Wastewater Treatment Plant Improvements
Treatment Unit No. 3
June 8, 2020
Bid Evaluation

Schedule A: Lump Sum Prices Bid		HRI Construction LLC dba MZ Construction LLC	Johnston Construction Company	A-Del Construction	JJD, Inc.	Bearing Construction, Inc.
Item No.	Description	Bid Price	Bid Price	Bid Price	Bid Price	Bid Price
A1	Improvements - Treatment Unit No. 3	\$ 421,900.00	\$ 474,243.00	\$ 642,754.00	\$ 656,500.00	\$ 1,021,000.00

Worcester County Public Works
Ocean Pines Wastewater Treatment Plant Improvements
Treatment Unit No. 3
June 8, 2020
Bid Evaluation

Schedule B: Contingent Items					HRI Construction LLC dba M2 Construction LLC		Johnston Construction Company		A-Del Construction		JJID, Inc.		Bearing Construction, Inc.	
Item No.	Description	Size	Unit	Estimated Quantity	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
B1	Concrete Demolition and Repair	--	SF	1000	\$40.69	\$40,690.00	\$21.00	\$21,000.00	\$46.00	\$46,000.00	\$100.00	\$100,000.00	\$86.00	\$86,000.00
B2	Miscellaneous Existing Reinforcing Prep and Anti-Corrosion Coating	--	LF	20	\$31.30	\$626.00	\$40.55	\$811.00	\$29.00	\$580.00	\$50.00	\$1,000.00	\$25.00	\$500.00
B3	Chemical Injection Repair of Leaking Crack	--	LF	50	\$125.20	\$6,260.00	\$77.00	\$3,850.00	\$125.00	\$6,250.00	\$150.00	\$7,500.00	\$130.00	\$6,500.00
Subtotal Schedule B						\$47,576.00		\$25,661.00		\$52,830.00		\$108,500.00		\$93,000.00

*Mathematical error in calculated bid on Bid Form. Numbers in Red represent corrected values.

M2

SECTION 00400

BID FORM

WORCESTER COUNTY PUBLIC WORKS
OCEAN PINES WASTEWATER TREATMENT PLANT
IMPROVEMENTS - TREATMENT UNIT NO. 3

TO:

COMMISSIONERS OF WORCESTER COUNTY
COUNTY GOVERNMENT CENTER
1 WEST MARKET STREET, RM. 1103
SNOW HILL, MARYLAND

I have received the construction documents titled **Improvements - Treatment Unit NO.3**. I have also received Addenda Nos. #1, and have included their provisions in this Proposal. I have examined the bid documents and submit the following bid:

SCHEDULE A - LUMP SUM PRICES BID

Item No.	Description	Lump Sum Price
A1	Improvements - Treatment Unit No.3	\$ 421,900
Subtotal Schedule A		\$ 421,900

SCHEDULE B – UNIT PRICE BIDS

Item No.	Description	Size	Unit	Estimated Quantity	Bid Unit Price	Estimated Bid Price
B1	Concrete Demolition and Repair	--	SF	1,000	\$ 40.69	\$ 40,690.00
B2	Miscellaneous Existing Reinforcing Prep and Anti-Corrosion Coating	--	LF	20	\$ 31.30	\$ 626.00
B3	Chemical Injection Repair of Leaking Crack	--	LF	50	\$ 125.20	\$ 6,260.00
Subtotal Schedule B						\$47,576

TOTAL BASE BID (SCHEDULE "A" + "B"):

Total Base Bid Price (Number):

\$ 469,476

Total Base Bid Price (In Words):

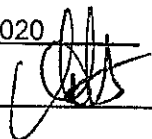
Four hundred sixty nine thousand
four hundred seventy six dollars and zero cent

BID MUST BE SIGNED TO BE VALID

Date:

6/8/2020

Signature:



Typed Name:

Andrew T. Mattson

Title:

Vice President

Firm:

HRI Construction LLC DBA M2 Construction LLC in MD

Address:

3401 Marietta Ave, Lancaster PA 17601

Phone:

7173058801

Johnston

SECTION 00400

BID FORM

**WORCESTER COUNTY PUBLIC WORKS
OCEAN PINES WASTEWATER TREATMENT PLANT
IMPROVEMENTS - TREATMENT UNIT NO. 3**

TO:

COMMISSIONERS OF WORCESTER COUNTY
COUNTY GOVERNMENT CENTER
1 WEST MARKET STREET, RM. 1103
SNOW HILL, MARYLAND

I have received the construction documents titled **Improvements - Treatment Unit NO.3**. I have also received Addenda Nos. 1, and have included their provisions in this Proposal. I have examined the bid documents and submit the following bid:

SCHEDULE A - LUMP SUM PRICES BID

Item No.	Description	Lump Sum Price
A1	Improvements -- Treatment Unit No.3	474,243.00/100
Subtotal Schedule A		\$474,243.00/100

SCHEDULE B – UNIT PRICE BIDS

Item No.	Description	Size	Unit	Estimated Quantity	Bid Unit Price	Estimated Bid Price
B1	Concrete Demolition and Repair	--	SF	1,000	\$21.00	\$21,000.00/100
B2	Miscellaneous Existing Reinforcing Prep and Anti-Corrosion Coating	--	LF	20	\$40.55	\$811.00/100
B3	Chemical Injection Repair of Leaking Crack	--	LF	50	\$77.00	\$3,850.00/100
Subtotal Schedule B						\$25,661.00/100

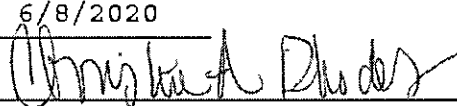
TOTAL BASE BID (SCHEDULE "A" + "B"):

Total Base Bid Price (Number): \$499,904.00/100

Total Base Bid Price (in Words): Four hundred ninety-nine thousand nine hundred and four dollars

BID MUST BE SIGNED TO BE VALID

Date: 6/8/2020

Signature: 

Typed Name: Christine A. Rhodes

Title: Corporate Secretary

Firm: Johnston Construction Company

Address: 4331 Fox Run Road
Dover, PA 17315

Phone: 717-292-3606

CONSENT IN LIEU OF MEETING
OF BOARD OF DIRECTORS OF
JOHNSTON CONSTRUCTION COMPANY
May 1, 2020

The undersigned, being all of the Directors of Johnston Construction, a Pennsylvania Corporation, do hereby adopt the following Preamble and Resolution and consent to the action taken by virtue thereof in all respects as though the said Preamble and Resolution were duly adopted at an annual meeting of the Board of Directors and held this day.

WHEREAS, Section 402(7) of the Pennsylvania Business Corporation Law provides that any action which may be taken without a meeting if a consent or consents in writing setting forth the action so taken shall be signed by all the Directors and shall be filed with the Secretary of the Corporation;

RESOLVED, that the promotion of Martin E Workinger to Vice President be accepted and the following Officers be elected for the remainder of the year:

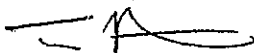
George K Johnston III aka Trey Johnston	Chief Executive Officer, Chief Operating Officer and President
---	--

Martin E Workinger	Vice President
Christine A Rhodes	Secretary
Dayna A Gross	Treasurer

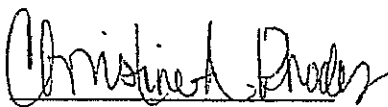
FURTHER RESOLVED, that Trey Johnston, President, Dayna A Gross, Treasurer, Martin E Workinger, Vice President and Christine Rhodes, Contracts Manager be authorized to sign and submit contracts, bids and proposals on behalf of the Corporation.

FURTHER RESOLVED, that all actions of the Directors since the last meeting of the Board of Directors are hereby ratified and affirmed.

WITNESS the due execution hereof as of the date set forth above.


Trey Johnston
Director

The undersigned Secretary of Johnston Construction Company hereby certifies that the within Consent has been filed with her.


Secretary, Christine A. Rhodes

A-De1

SECTION 00400

BID FORM

WORCESTER COUNTY PUBLIC WORKS
OCEAN PINES WASTEWATER TREATMENT PLANT
IMPROVEMENTS - TREATMENT UNIT NO. 3

TO:

COMMISSIONERS OF WORCESTER COUNTY
COUNTY GOVERNMENT CENTER
1 WEST MARKET STREET, RM. 1103
SNOW HILL, MARYLAND

I have received the construction documents titled **Improvements - Treatment Unit NO.3**. I have also received Addenda Nos. 1, and have included their provisions in this Proposal. I have examined the bid documents and submit the following bid:

SCHEDULE A - LUMP SUM PRICES BID

Item No.	Description	Lump Sum Price
A1	Improvements - Treatment Unit No.3	SIX hundred and forty two thousand seven hundred and fifty four and 00/100
Subtotal Schedule A		\$ 642,754.00

SCHEDULE B – UNIT PRICE BIDS

Item No.	Description	Size	Unit	Estimated Quantity	Bid Unit Price	Estimated Bid Price
B1	Concrete Demolition and Repair	--	SF	1,000	46 ⁰⁰	46,000 ⁰⁰
B2	Miscellaneous Existing Reinforcing Prep and Anti-Corrosion Coating	--	LF	20	29 ⁰⁰	580 ⁰⁰
B3	Chemical Injection Repair of Leaking Crack	--	LF	50	125 ⁰⁰	12,500 ⁰⁰
Subtotal Schedule B						\$ 59,080 ⁰⁰

TOTAL BASE BID (SCHEDULE "A" + "B"):

Total Base Bid Price (Number):

701,834⁰⁰

Total Base Bid Price (in Words):

Seven hundred thousand 1
and eight hundred thirty four

BID MUST BE SIGNED TO BE VALID

Date:

6/8/2020

Signature:

C. Scott Whitt

Typed Name:

C. Scott Whitt

Title:

Estimator

Firm:

A-DEL Construction

Address:

20139 LOWES ROAD
MILLSBORO DE 19966

Phone:

443 886 3165

JJID

SECTION 00400

BID FORM

WORCESTER COUNTY PUBLIC WORKS
OCEAN PINES WASTEWATER TREATMENT PLANT
IMPROVEMENTS - TREATMENT UNIT NO. 3

TO:

COMMISSIONERS OF WORCESTER COUNTY
COUNTY GOVERNMENT CENTER
1 WEST MARKET STREET, RM. 1103
SNOW HILL, MARYLAND

I have received the construction documents titled **Improvements - Treatment Unit NO.3**. I have also received Addenda Nos. 1, and have included their provisions in this Proposal. I have examined the bid documents and submit the following bid:

SCHEDULE A - LUMP SUM PRICES BID

Item No.	Description	Lump Sum Price
A1	Improvements - Treatment Unit No.3	656,500.00
Subtotal Schedule A		\$ 656,500.00

SCHEDULE B – UNIT PRICE BIDS

Item No.	Description	Size	Unit	Estimated Quantity	Bid Unit Price	Estimated Bid Price
B1	Concrete Demolition and Repair	--	SF	1,000	100.00	100,000.00
B2	Miscellaneous Existing Reinforcing Prep and Anti-Corrosion Coating	--	LF	20	50.00	1,000.00
B3	Chemical Injection Repair of Leaking Crack	--	LF	50	150.00	7,500.00
Subtotal Schedule B						\$ 108,500.00

TOTAL BASE BID (SCHEDULE "A" + "B"):

Total Base Bid Price (Number): \$ 765,000.00

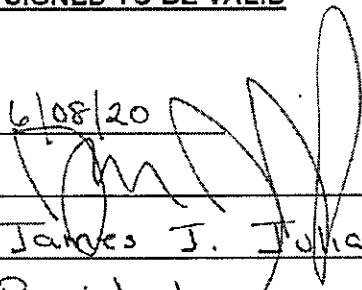
Total Base Bid Price (in Words): Seven Hundred and Sixty-Five Thousand Dollars and Zero Cents

BID MUST BE SIGNED TO BE VALID

Date:

6/08/20

Signature:



Typed Name:

James J. Julian

Title:

President

Firm:

J.J.I.D., Inc

Address:

100 Julian Lane

Bear, DE 19701

Phone:

302-836-0414

Bearing

SECTION 00400

BID FORM

WORCESTER COUNTY PUBLIC WORKS
OCEAN PINES WASTEWATER TREATMENT PLANT
IMPROVEMENTS - TREATMENT UNIT NO. 3

TO:

COMMISSIONERS OF WORCESTER COUNTY
COUNTY GOVERNMENT CENTER
1 WEST MARKET STREET, RM. 1103
SNOW HILL, MARYLAND

I have received the construction documents titled **Improvements - Treatment Unit NO.3**. I have also received Addenda Nos. 1, and have included their provisions in this Proposal. I have examined the bid documents and submit the following bid:

SCHEDULE A - LUMP SUM PRICES BID

Item No.	Description	Lump Sum Price
A1	Improvements - Treatment Unit No.3	1,021,000. ⁰⁰
Subtotal Schedule A		\$ 1,021,000. ⁰⁰

SCHEDULE B – UNIT PRICE BIDS

Item No.	Description	Size	Unit	Estimated Quantity	Bid Unit Price	Estimated Bid Price
B1	Concrete Demolition and Repair	--	SF	1,000	86. ⁰⁰	86,000. ⁰⁰
B2	Miscellaneous Existing Reinforcing Prep and Anti-Corrosion Coating	--	LF	20	25. ⁰⁰	500. ⁰⁰
B3	Chemical Injection Repair of Leaking Crack	--	LF	50	130. ⁰⁰	6,500. ⁰⁰
Subtotal Schedule B						\$ 97,500.⁰⁰

TOTAL BASE BID (SCHEDULE "A" + "B"):

Total Base Bid Price (Number):

\$ 1,114,000.⁰⁰

Total Base Bid Price (in Words):

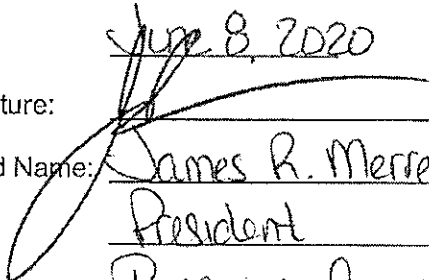
One million one hundred fourteen dollars and zero cents.

BID MUST BE SIGNED TO BE VALID

Date:

June 8, 2020

Signature:



Typed Name:

James R. Merrell

Title:

President

Firm:

Beaving Construction, Inc.

Address:

805 Shine Smith Rd.
Sedlesville, MD 21668

Phone:

410 556 6100



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

OFFICE OF THE
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

May 6, 2020

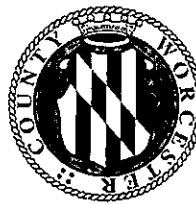
*Emailed
5/6/20 @ 4:38pm*

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

Please print the attached Notice to Bidders in *The Daily Times/Worcester County Times/Ocean Pines Independent and Ocean City Digest/Ocean City Today* on May 14, 2020. Thank you.

NOTICE TO BIDDERS IMPROVEMENTS TO TREATMENT UNIT NO. 3 AT THE OCEAN PINES WASTEWATER TREATMENT PLANT - WORCESTER COUNTY, MARYLAND

The Worcester County Commissioners are currently accepting sealed bids for the improvements associated with Treatment Unit No. 3 at the Ocean Pines Wastewater Treatment Plant (OPWWTP) for the Worcester County Department of Public Works - Water and Wastewater Division. Bid Packages and Bid Forms may be obtained online under the "Bids" drop-down menu in the lower right hand side of the home page at www.co.worcester.md.us or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. **Sealed bids will be accepted until 1:00 PM, Monday, June 8, 2020** in the Office of the County Commissioners at Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863. Bids will be opened on Tuesday, June 9, 2020 at 1:00 PM EST and results will be promptly posted under the "Bids" drop-down menu of the County Website. Envelopes shall be marked "**Bid for Improvements - OPWWTP Treatment Unit No. 3**" in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to John Ross, Deputy Director of Public Works, at 410-641-5251, extension 2412.



6

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: April 27, 2020
SUBJECT: Bid Request – Ocean Pines Wastewater Treatment Plant
Treatment Unit Number 3

DIVISIONS

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

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

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

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

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

Attached for your review and approval are bid documents including the Notice to Bidders, Drawings, Specifications and Bidder's List for Rehabilitation of Treatment Unit Number 3 at the Ocean Pines Wastewater Treatment Plant in the Ocean Pines Service Area. The total cost for this construction project is estimated to be \$500,000. Funding for the project is included the 2019 bond issue.

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: Jessica R. Wilson, CPA Enterprise Fund Controller
John S. Ross, P.E. Deputy Director

APPROVED

Worcester County Commissioners

Date *KH* 5/5/20

X

20

DRAFT

SECTION 00100

NOTICE TO BIDDERS

**WORCESTER COUNTY PUBLIC WORKS
OCEAN PINES WASTEWATER TREATMENT PLANT
IMPROVEMENTS - TREATMENT UNIT NO. 3**

The Office of the County Commissioners of Worcester County is accepting sealed bids for the improvements associated with Treatment Unit No. 3 at the Ocean Pines, Maryland Wastewater Treatment Plant. Bid Packages and Bid Forms are available for downloading on the Worcester County Website www.co.worcester.md.us. Bids will be accepted until 1:00 p.m., Monday, June 8, 2020, in the Office of the County Commissioners, Worcester County Government Center, One West Market Street, Room 1103, Snow Hill, MD 21863, at which time they will be opened and publicly read aloud. Sealed envelopes will be marked "Bid for Improvements - Treatment Unit No. 3" in the lower left-hand corner. The work will consist of improvements associated with Treatment Unit No. 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 John Ross at 410-641-5251.

BIDDERS' LIST

Ocean Pines Treatment Unit 3 Rehabilitation

Bunting & Murray Construction
Corp.
RD 1, Box 140A
Selbyville DE 19975
302-436-5144
FAX: 1-302-436-1753
carrie@buntingandmurray.com

Hopkins Construction, Inc.
Rt. 3, Box 12
Bridgeville DE 19933
302-337-3366
FAX: 1-302-337-3317
www.hopcon.com

George & Lynch, Inc.
113 W. 6th Street
New Castle DE 19720
302-328-6275
FAX: 1-302-328-8998
mmcgonigal@geolyn.com

Mervin L Blades & Son
1212 Unionville Rd
Pocomoke City, MD 21851
410-957-3515
tblades@bladesconstruction.com

Bennett Construction, Inc.
515 S. Camden Avenue
Fruitland MD 21826
410-749-3116
FAX: 410-749-6088
bruceg@bennett-construction.com

A-del Construction Company, Inc.
10 Adel Drive
Newark, DE 19702-1331
(302) 893-3964
FAX (302) 453-9550
cfairer@a-del.com

Dixie Construction Company, Inc.
260 Hopewell Road
Churchville, MD 21028
(410) 879-8055
(410)241-5586
ebrown@dixieconst.com

A.P. Croll & Son, Inc.
PO Box 748
22997 Lewes-Georgetown Highway
Georgetown, DE 19947
302-856-6177
Fax: 302-856-3482
mail@apcroll.com

Bearing Construction, Inc.
805 Shine Smith Road
Sudlersville, MD 21668-1561
(410)556-6100
Fax (410)556-6574
jim@bearingconstruction.net

Teal Construction, Inc.
PO Box 779 – 19903
612 Mary Street
Dover, DE 19903
302-678-9500
Fax: 302-678-9715
CR1647@TealConstruction.com

M2 Construction, Inc.
901 Stony Battery Road
Landisville, PA 17538
(717) 305-8801
Fax - (717) 823-6977
admin@m2constructionllc.com

REQUEST FOR PROPOSAL

WORCESTER COUNTY PUBLIC WORKS OCEAN PINES WASTEWATER TREATMENT PLANT IMPROVEMENTS - TREATMENT UNIT NO. 3



1000 Shore Lane
Berlin, MD 21811

MARCH 2020

GMB FILE NO. 150127.B

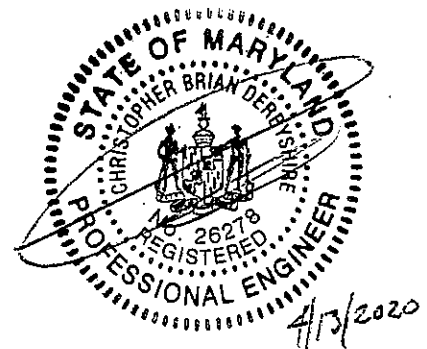
GMB

GEORGE, MILES & BUHR, LLC

ARCHITECTS/ENGINEERS

206 WEST MAIN STREET
SALISBURY, MD 21801
410.742.3115

SALISBURY/BALTIMORE/SEAFORD



SECTION 01100

SUMMARY OF WORK

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. The site of the Ocean Pines Wastewater Treatment Plant is located on Shore Lane in Ocean Pines, Maryland.

B. Treatment Unit No. 3 (TU3) at the Ocean Pines Wastewater Treatment Plant is an activated sludge process capable of biological nitrogen reduction connected to an aerobic digester. The system was constructed in the 1990's. The plant capacity was expanded around 2004 using the Bardenpho Process after which time TU3 is not required to be online year-round. The aeration diffusers and associated components will be replaced. This contract serves to select a general contractor (hereinafter referred to as "INSTALLER") to remove and replace the aeration system and to also complete the other work shown and described within the Contract Documents. As part of the work the INSTALLER will need to clean the interior of existing 8-inch and 12-inch air supply headers to remove any debris that if left in place may damage the new aeration system.

C. The OWNER previously selected and entered into a contract with an aeration supplier (hereinafter referred to as "SUPPLIER") to define its scope of supply and services and to pre-purchase these items.

1.03 GUARANTEE

A. INSTALLER shall furnish the County a 24-month guarantee of workmanship and materials, dating from time of delivery of materials to the site and shall make good any defects which may occur during that period.

1.04 FIELD CONDITIONS AND MEASUREMENTS

A. INSTALLER shall field verify all dimensions of existing treatment unit and other items pertinent to the scope of supply and installation of the aeration diffusers.

B. Should the INSTALLER discover any discrepancy between actual conditions and those indicated, which prevent following good practice or the intent of the Contract Drawings and Specifications, he shall notify the Engineer and shall not proceed with his work until he has received instructions from the Engineer.



ITEM 8

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 of Public Works *JHT*
DATE: June 29, 2020
SUBJECT: Ocean Pines Treatment Unit Number 3
Construction Administration and Inspection Services

DIVISIONS

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

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

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

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

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

Attached is a proposal from George, Miles and Buhr (GMB) for engineering services during the bidding, contract award and construction phase of the Ocean Pines Treatment Unit Number 3 Project. Total costs are estimated as follows:

Task	Cost
1. Engineering assistance during bidding, contract award, construction, start-up and closeout	\$16,000
2. Reimbursable Expenses	\$650
Total	\$16,650

The fees described above are established as maximum charge for services needed to complete this project. The actual cost will be based on time expended on the project. The majority of the equipment needed for this project was purchased with funding from the 2015 bond issue, reducing the need for submittal reviews which is reflected in the proposal.

Funding is included in the 2019 Bond Issue and we are requesting approval for this work.

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

Attachment

cc: Jessica R. Wilson, CPA, Assistant Chief Finance Officer
Michelle Carmean, Enterprise Fund Controller
John S. Ross, P.E., Deputy Director

♦ ♦ ♦ ♦

ARCHITECTS
ENGINEERS

206 WEST MAIN STREET
SALISBURY, MD 21801
PH: 410.742.3115
PH: 800.789.4462
FAX: 410.548.5790

SALISBURY
BALTIMORE
SEAFORD

www.gmbnet.com

♦ ♦ ♦ ♦

JAMES H. WILLEY, JR., PE
PETER A. BOZICK, JR., PE
JUDY A. SCHWARTZ, PE
CHARLES M. O'DONNELL, III, PE
W. BRICE FOXWELL, PE
A. REGGIE MARINER, JR., PE
JAMES C. HOAGESON, PE
STEPHEN L. MARSH, PE
DAVID A. VANDERBEEK, PE
ROLAND E. HOLLAND, PE
JASON M. LYTLE, PE
CHRIS B. DERBYSHIRE, PE
W. MARK GARDOCKY, PE
MORGAN H. HELFRICH, AIA
KATHERINE J. MCALLISTER, PE

JOHN E. BURNSWORTH, PE
MICHAEL G. KOBIN, PE
VINCENT A. LUCIANI, PE
ANDREW J. LYONS, JR., PE
W. NICHOLAS LLOYD
AUTUMN J. WILLIS

May 6, 2020

Ocean Pines Wastewater Treatment Plant
1000 Shore Lane
Ocean Pines, MD 21811

Attn: John S. Ross, P.E.
Deputy Director of Public Works

Re: Treatment Unit No.3 – Bidding & Construction Phase Services
Ocean Pines WWTP
GMB File No. 150127.B

Dear Mr. Ross:

GMB is pleased to submit this agreement for bidding and construction administration services for the Ocean Pines WWTP Treatment Unit No.3 Improvements.

Project Description and Objective:

GMB has worked with Worcester County DPW to prepare construction documents that entail improvements to Treatment Unit No. 3 and MCC No.5. The County wishes to proceed and publicly Bid these improvements to obtain a qualified general contractor to complete the work. The County intends to award the work to the successful bidder and commence construction of the improvements at a time that is amenable to both the County and the general contractor. Worcester County has requested that GMB prepare a proposal to assist the County with bidding and construction phase services associated with the project outlined above.

Scope of Services:

GMB will provide bidding and construction phase services detailed as follows:

1. Chair pre-bid meeting and issue minutes.
2. Issue Bid addenda.
3. Review Bid results and prepare award recommendation letter.
4. Conduct preconstruction meeting and issue minutes.
5. Conduct progress meetings (2x) and issue minutes.
6. Perform site visits (4x) and issue field reports. These visits are in addition to site visits at time of progress meeting.
7. Certify payment applications from Contractor (4x).
8. Respond to RFIs.
9. Review shop submittals.
10. Review change orders.
11. Conduct punchlist inspection and issue punchlist.
12. Recommend substantial completion and final acceptance.

Schedule:

We can begin work immediately and understand that the County intends to advertise the project the week of May 11th. The project's substantial completion milestone is established as 150-Calendar Days from the Notice to Proceed (NTP), and it is anticipated that the NTP will be September 2020 or possibly sooner.

Fee:

We propose to bill our services each month on the basis of hours expended related to the scope of services and in accord with the attached "Schedule of Hourly Rates & Expenses" and "General Conditions." GMB will not exceed the Estimated Total Hourly Rate Fee unless authorized by Worcester County.

- **Total Hourly Rate Fee Budget of \$16,000.00**

Reimbursable expenses will be billed in addition to the hourly rates and are estimated to be approximately:

- **Reimbursable Expenses Budget of \$650.00**

Other Considerations:

- Billings will be submitted monthly.
- The fee budget noted above is inclusive of an hourly rate fee amount of \$3,850 for KEGI's electrical engineering assistance in responding to bidding questions and RFIs, review of shop drawing submittals, one site visit during the construction process, and attendance of the punchlist inspection site meeting.
- We assume that printed plans and specifications for Bidder's use will be purchased directly by the plan holder from a copy center such as Dicarlo.

If upon review, this proposal is acceptable, kindly sign and return. Any comments or suggestions to better serve your needs are always welcome.

The opportunity to submit this proposal and be of service to you is greatly appreciated.

Sincerely,



Chris Derbyshire, P.E.
Vice President / Sr. Project Manager

CBD/slh

Attachments: Schedule of Hourly Rates & Expenses
General Conditions
KEGI Proposal Dated May 6, 2020

ACCEPTED FOR WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS:

BY: _____

NAME (printed): _____

TITLE: _____

DATE: _____

SCHEDULE OF HOURLY RATES & EXPENSES

HOURLY RATES

Effective January 1, 2020

CLASSIFICATION	HOURLY RATE
Senior Project Director	\$ 175.00 - \$ 210.00
Project Director	\$ 150.00 - \$ 190.00
Senior Project Manager	\$ 125.00 - \$ 170.00
Project Manager	\$ 105.00 - \$ 145.00
Assistant Project Manager	\$ 105.00 - \$ 135.00
Senior Project Engineer/Architect/Landscape Arch	\$ 105.00 - \$ 135.00
Project Engineer/Architect/Landscape Arch	\$ 95.00 - \$ 130.00
Graduate Engineer/Architect/Landscape Arch	\$ 85.00 - \$ 125.00
Senior Designer	\$ 80.00 - \$ 130.00
Designer	\$ 65.00 - \$ 100.00
CADD Operator	\$ 60.00 - \$ 85.00
Construction Representative	\$ 80.00 - \$ 120.00
Resident Project Representative (RPR)	\$ 55.00 - \$ 110.00
Senior Project Coordinator	\$ 80.00 - \$ 110.00
Project Coordinator	\$ 65.00 - \$ 100.00
Surveyor	\$ 95.00 - \$ 135.00
Survey Crew Chief	\$ 70.00 - \$ 120.00
Survey Technician	\$ 40.00 - \$ 80.00
Administrative/IT Support	\$ 40.00 - \$ 100.00
GIS Specialist	\$ 60.00 - \$ 95.00
Senior Technician	\$ 50.00 - \$ 100.00
Technician	\$ 30.00 - \$ 60.00

EXPENSES

All items per each, unless noted.

Internal:

Photocopies:

Black & White	\$ 0.20
Color	\$ 0.50

Prints/Plots:

Black & White/Color	\$ 0.50 /s.f.
Mylar	\$ 2.00 /s.f.

Travel:

Mileage	\$ 0.575/mile*
Subsistence (Meals & Lodging)	At Actual Cost

Overnight/Immediate Delivery

At Actual Cost

Survey Crew Rates

2 person crew	\$ 130.00/hour
3 person crew	\$ 150.00/hour

Other:

Electronic Media Copies/Transfers/File	\$ 300.00/file
Website Project File Sharing	\$ 1.00/MB/month
Construction Management Software	\$ 200.00/month
Surveying Equipment/Total Station Only	\$ 35.00 /day
Surveying Equipment/Total Station + GPS Unit	\$ 150.00 /day

* To be adjusted annually on January 1, in accordance with the Internal Revenue Service Directives

GENERAL CONDITIONS (Effective July 1, 2019)

AGREEMENT

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

FEES, RETAINER

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

INVOICES

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

EXPENSES

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

LIABILITY & CLAIMS

~~Client agrees to limit GMB's liability related to errors and omissions to an amount not to exceed the total fee for the project or GMB's available professional liability insurance coverage for that year, whichever is less. GMB will not be responsible for any liabilities arising from Client's negligent acts or errors, or from any entity whose conduct is not subject to GMB's control. Client acknowledges the inherent risks associated with construction. GMB will provide services with a standard of care exercised by licensed architects and engineers. At least 60 days prior to making any claim against GMB, Client agrees to provide GMB a Certificate of Merit issued by an architect or engineer, licensed by the state in which the project is located, specifically describing~~

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

INSTRUMENTS OF SERVICE

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

APPROVALS

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

TERMINATION/SUSPENSION OF WORK

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

CONSTRUCTION SAFETY

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

CONSTRUCTION ESTIMATES

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

CONSTRUCTION SCHEDULES

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

HAZARDOUS MATERIALS

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

GOVERNING LAWS; VENUE

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

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

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



May 6, 2020

Chris Derbyshire, P.E.
Vice President/Sr. Project Manager
GMB
206 West Main Street
Salisbury, MD 21801

Re: Proposal for Bidding and Construction Administration Services
Ocean Pines Wastewater Treatment Plant
MCC #5 Replacement
Keystone Proposal No. 2020-0216R

Dear Chris:

Keystone Engineering Group, Inc. appreciates the opportunity to present this revised proposal to GMB.

1.0 BACKGROUND

This proposal is for Keystone to act as a sub-consultant for bidding and construction administration services to assist GMB with the MCC #5 replacement portion of the Ocean Pines WWTP TU #3 project.

2.0 SCOPE OF WORK

2.1 Bidding and Construction Administration Assistance

Keystone will provide the following services in support of GMB during the bidding and construction phase:

- Review and provide written responses to Bidders' questions.
- Addenda document preparation, as directed by GMB.
- Review and provide written responses to RFIs.
- Submittal reviews.
- One (1) site visit to review the MCC #5 replacement construction.
- One (1) construction review report with punch list items.

2.2 Proposal Assumptions

For pricing our bidding and construction administration services, we have made the following assumptions:

- Keystone will not attend a pre-bid meeting.
- No additional site visits or meetings beyond the quantity indicated in this proposal.
- No As-Built drawing preparation.

6

3.0 BUSINESS CONDITIONS

3.1 COMPENSATION

We propose to provide the services indicated above for the following T&M not to exceed amount to be paid monthly. This fee is firm and will not be changed unless both parties agree to changes in the scope.

2.1 Bidding & Construction Administration Assistance \$ 3,850

Additional services beyond the scope of this proposal can be provided based on negotiated lump sum amounts or on a per diem basis.

3.2 WORK SCHEDULE

Keystone will provide our services to match the project requirements as directed by GMB.

3.3 STANDARD BUSINESS CONDITIONS

The Business Conditions for this work will be in accordance with the current Subcontractor Agreement between GMB and Keystone.

If you should have any questions regarding this proposal, please feel free to contact us. Thank you for your time in this matter.

Respectfully,

Philip L. Schwartz

Philip L. Schwartz, P.E.
Principal, CEO

Curtis L. James

Curtis L. James, P.E.
Electrical Engineer

ITEM 9



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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

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: June 29, 2020
**SUBJECT: Ocean Pines North Water Tower
Change Order Number 1**

PG. 2

Attached for approval is Change Order Number 1 from Baldwin Industries for the Ocean Pines North Water Tower Rehabilitation Project. This change order was prepared to address leaks found in the tower after cleaning. These items were sent to the County Commissioners for preliminary approval on May 27 and are now presented for formal approval.

The contract status is summarized as follows:

Original Contract Amount \$297,200.00
Change Order amount \$ 33,095.00
Revised Contract Amount \$330,295.00

The 2019 Bond Issue included \$500,000 for this project so adequate funds are available for this work.

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

Attachment

cc: Jessica Wilson, CPA, Assistant Finance Officer
John S. Ross, P.E. Deputy Director

**WORCESTER COUNTY DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION CHANGE ORDER**

Change Order Number: 1

Date: June 19, 2020

Project: North Water Tower Rehabilitation

Owner: Worcester County Commissioners C/O
Worcester County Department of Public Works
1000 Shore Lane
Ocean Pines, MD 21811

Contractor: Baldwin Industries
P.O. Box 9780
Baldwin, MD 21013

This Contract is hereby changed as follows:

1. Linear seam welding – 100 Linear feet @ \$25 = \$2,500
2. Pit Welding – 40 Hours @ \$48 per hour = \$1,920
3. Patch Plates – 9 @\$75 = \$675
4. High Build Interior Tank Coating = \$28,000.

Total This Change Order

\$33,095.00

All work shall be completed in accordance with the contract technical specifications. Any time extensions granted by this change order shall not result in a change in the contract cost unless specifically stated in this change order.

Original Contract Amount	\$297,200.00
Contract Change by Previous Change Order	
Contract Amount Prior to this Change Order	\$297,200.00
Amount of this Change Order	\$33,095.00
New Contract Amount	\$330,295.00
Change in Contract Time	0
Current Completion Date	August 4, 2020

By: Owner
Worcester County Commissioners

Contractor
Baldwin Industries, LLC

By: _____

By: 

Date: _____

Date: 6-15-20

Weston S. Young

From: Kelly Shannahan
Sent: Wednesday, May 27, 2020 8:10 AM
To: John Ross
Cc: John Tustin; Harold Higgins; Weston S. Young; Roscoe Leslie
Subject: RE: North Water Tower Repairs

John,

I now have the approval from a majority of the Commissioners for you to move forward with these repairs at an estimated total cost of \$33,100. Please submit the Change Order as soon as possible for formal approval.

Thanks,

Kelly Shannahan
Assistant 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)

From: Kelly Shannahan
Sent: Tuesday, May 26, 2020 4:32 PM
To: John Ross <jross@co.worcester.md.us>
Cc: John Tustin <jtustin@co.worcester.md.us>; Harold Higgins <hhiggins@co.worcester.md.us>
Subject: RE: North Water Tower Repairs

John,

Let me run this by the Commissioners for conceptual approval. I will let you know ASAP.

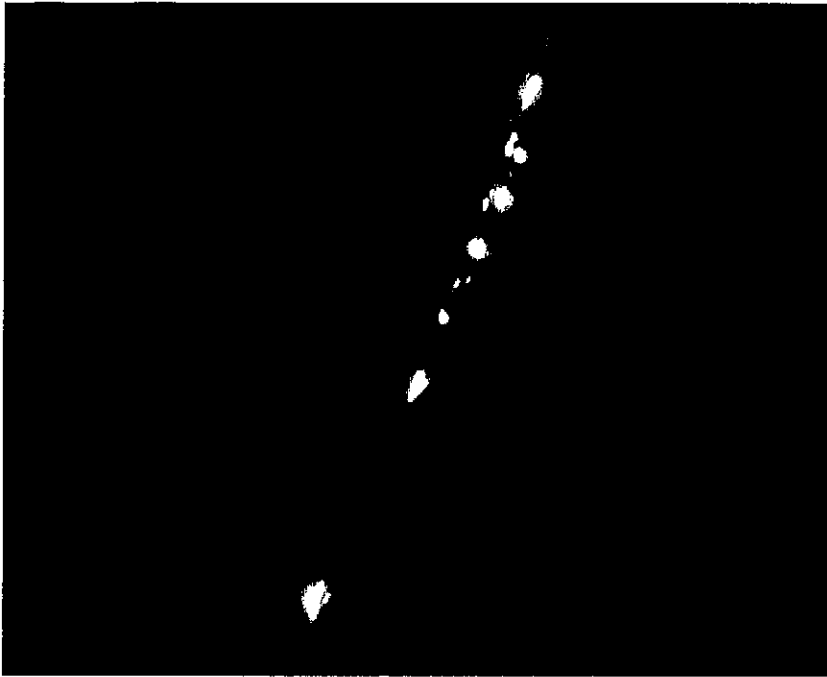
Kelly Shannahan
Assistant Chief Administrative Officer

Worcester County Administration
Room 1103 Government Center
One West Market Street
Snow Hill, MD 21863-1195
410-632-1194
410-632-3131 (fax)

From: John Ross
Sent: Tuesday, May 26, 2020 2:14 PM
To: Harold Higgins <hhiggins@co.worcester.md.us>; Kelly Shannahan <kellys@co.worcester.md.us>
Cc: John Tustin <jtustin@co.worcester.md.us>
Subject: North Water Tower Repairs

Harold/Kelly;

We have run into some problems with the North Water Tower Painting in Ocean Pines and need to move forward with some additional repairs. Below are from the interior of the tank after it was cleaned and sandblasted.



What you see are holes in the bottom of the tank. They are following the weld seams between the tank plates and we are able to repair them.

In addition to the holes, there is pitting in the steel inside the tank and we had a tank expert come in and look at it for us. (fortunately, they were finishing a job for WSSC in Baltimore and could respond quickly)

They made recommendations for repairs to all impacted areas and the repairs are not exceptionally expensive - Linear seam welding – 100 Linear feet @ \$25 = \$2500

Pit Welding – 40 Hours @ \$48 per hour = **\$1,920** Patch Plates – 9 @\$75 = **\$675**

In addition to the repairs, they are recommending a heavy coating inside the tank to help to extend the tank life. Reviewing this with John Salm (engineer for the project) and JT, we would recommend having this done for a total cost of **\$28,000**.

The tank is empty and time is running to get all of this done. Original bids came in low (under \$300,000 and we had a \$400,000 budget).

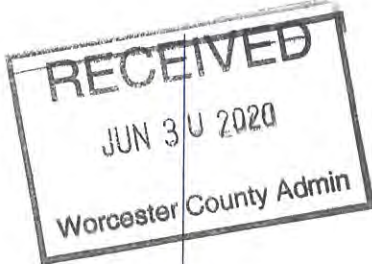
I would like to move on this ASAP, It would be included in a future change order, meanwhile, I need to get the tank back up.

Thanks

John S. Ross, P.E. Deputy Director of Public Works
1000 Shore Lane
Ocean Pines, MD 21811
(410)641-5251 X-2412
(410)641-5185 (fax)
(443-783-0032 (cell)

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ITEM 10

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

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: June 30, 2020
SUBJECT: Bid Recommendation
Ocean Pines Pump Stations S and P Rehabilitation Project

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 June 23, 2020, seven bids were opened for rehabilitation of Pump Stations S and P at the Ocean Pines Wastewater Treatment Plant. The following summary and attached bids are submitted for your review:

Company Name	Total Bid Price	Pg
Retallack and Sons Easton, MD	\$390,719.63	5
M2 Construction, Inc. Landisville, PA	\$429,591.00	6
Adel Construction Company, Inc. Newark DE	\$504,520.00	7
Johnston Construction Company Dover, PA	\$517,811.00	8
AIM Services Salisbury, MD	\$605,000.00	9
JJID, Inc. Bear, DE	\$899,000.00	10
Chesapeake Turf, LLC Salisbury, MD	\$1,242,865.00	11

While Retallack and Sons have not worked directly with the Department of Public Works, they worked for the Developer installing the new wastewater pump station serving the proposed Ocean Landings Shopping Center on the south side of US Route 50. When working for the Developer, they displayed experience in pump station construction and were very cooperative in completing the project.

Attached is an in-depth review of the bids by EA Engineering, the designers for the project. They also found Retallack qualified to complete the work.

Pg. 3

1

The 2019 Bond Issue included \$500,000 for this project, therefore adequate funds are available.

Based on the information provided above, it is recommended that the County Commissioners award the construction contract to Retallack and Sons at a total cost of \$390,719.63.

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

Attachments

cc: John Ross, P. E., Deputy Director
Michelle Carmean, Enterprise Fund Controller



EA Engineering, Science,
and Technology, Inc.

11200 Racetrack Road Unit 101
Ocean Pines, MD 21811
Telephone: 410-641-5341
Fax: 410-641-5349
www.eaest.com

June 26, 2020

Mr. John Tustin, P.E.
Director
Worcester County Dept. of Public Works
6113 Timmons Road
Snow Hill, Maryland 21863

**Subject: Pump Stations S and P Upgrades Project – Worcester County, Maryland
Bid Package Review, Tabulation and Recommendation**

Dear Mr. Tustin:

Bids were received on June 22, 2020 for the Worcester County Pump Stations S and P Upgrades Project. Seven bids were received from the following contractors: Retallack & Sons, LLC, M2 Construction, A-Del Construction Company, Johnson Controls, JJID Inc., AIM Services, Inc., and Chesapeake Turf, LLC. On behalf of the County, EA Engineering, Science and Technology, Inc. PBC (EA) has reviewed each of these bids for completeness in accordance with the bid documents, submitted bid cost, and qualifications based on the type of work to be performed. A Bid Tabulation is attached to this letter for reference. The following is a summary of the lowest responsible bidder.

The low bidder is Retallack & Sons LLC (Retallack). EA understands that Worcester County has not contracted with Retallack directly and thus EA researched and vetted Retallack as a responsible contractor. Retallack was a subcontractor on the pump station upgrades for Walmart in West Ocean City. Worcester County Department of Public Works staff interacted with Retallack during the project for coordination and connection to the Riddle Farm WWTP. EA understands that the County was pleased with Retallack's responsiveness and workmanship. Further EA contacted both Davis, Bowen, and Friedel (DBF) and the Town of Centreville for additional information on the quality of or work demonstrated by Retallack. Josh Taylor, a Senior Engineer with DBF, stated that he knows Retallack was the contractor on several DBF designs in the Easton, Maryland area. Mr. Taylor stated that his interactions were limited but understood Retallack to be very reliable and responsive. Additionally, EA contacted Town Manager, Steve Walls, with the Town of Centreville. Mr. Walls providing a very positive reference for Retallack and stated that the Town has worked with them on many projects. Mr. Walls further iterated that Retallack Owner, Miles Retallack is active and engaging with the impacted residents.

Retallack presented a complete bid package and bid bond. Based on EA's review of all supplied bid packages, phone discussions, credentials, and bid price, EA recommends the County consider Retallack & Sons LLC be awarded the Pump Stations S and P Upgrades project in the amount of \$390,719.63.

Respectfully yours,
EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC. PBC

Darl Kolar, P.E., BCEE
Project Manager

Cc: John Ross, P.E. Deputy DPW Worcester County

BID TAB

OCEAN PINES PUMP STATIONS S AND P UPGRADES WORCESTER COUNTY, MARYLAND JUNE 2020

				RETALLACK & SONS		M2 CONSTRUCTION		A-DEL CONSTRUCTION		JOHNSON CONTROLS		AIM SERVICES		JJID		CHESAPEAKE TURF	
ITEM	ITEM DESCRIPTION	ESTIMATE DQTY	UNIT	UNIT COST	TOTAL ITEM	UNIT COST	TOTAL ITEM	UNIT COST	TOTAL ITEM	UNIT COST	TOTAL ITEM	UNIT COST	TOTAL ITEM	UNIT COST	TOTAL ITEM	UNIT COST	TOTAL ITEM
1S	MOBILIZATION AND DEMOBILIZATION	1	LS	\$21,311.30	\$ 21,311.30	\$10,000.00	\$ 10,000.00	\$ 12,800.00	\$ 12,800.00	\$ 12,945.00	\$ 12,945.00	\$ 16,500.00	\$ 16,500.00	\$ 22,000.00	\$ 22,000.00	\$ 69,250.00	\$ 69,250.00
2S	INSTALLATION OF BYPASS PUMPING SYSTEM	1	LS	\$ 9,156.45	\$ 9,156.45	\$20,000.00	\$ 20,000.00	\$ 18,550.00	\$ 18,550.00	\$ 14,747.00	\$ 14,747.00	\$ 22,000.00	\$ 22,000.00	\$ 80,000.00	\$ 80,000.00	\$ 65,700.00	\$ 65,700.00
3S	DEMOLITION OF EXISTING PUMP STATION	1	LS	\$ 7,600.00	\$ 7,600.00	\$10,000.00	\$ 10,000.00	\$ 11,300.00	\$ 11,300.00	\$ 10,152.00	\$ 10,152.00	\$ 13,200.00	\$ 13,200.00	\$100,000.00	\$ 100,000.00	\$ 94,200.00	\$ 94,200.00
4S	EROSION AND SEDIMENT CONTROL	1	LS	\$ 1,439.60	\$ 1,439.60	\$10,000.00	\$ 10,000.00	\$ 500.00	\$ 500.00	\$ 6,348.00	\$ 6,348.00	\$ 1,100.00	\$ 1,100.00	\$ 5,000.00	\$ 5,000.00	\$ 66,510.00	\$ 66,510.00
5S	VALVE VAULT AND APPURTENANCES	1	LS	\$42,845.72	\$ 42,845.72	\$47,000.00	\$ 47,000.00	\$ 46,800.00	\$ 46,800.00	\$ 33,603.00	\$ 33,603.00	\$ 55,000.00	\$ 55,000.00	\$ 80,000.00	\$ 80,000.00	\$112,795.00	\$ 112,795.00
6S	WET WELL AND APPURTENANCES	1	LS	\$45,996.41	\$ 45,996.41	\$47,000.00	\$ 47,000.00	\$101,400.00	\$ 101,400.00	\$ 83,021.00	\$ 83,021.00	\$121,000.00	\$ 121,000.00	\$ 85,000.00	\$ 85,000.00	\$105,895.00	\$ 105,895.00
7S	SUBMERSIBLE PUMP INSTALLATION	1	LS	\$14,231.25	\$ 14,231.25	\$ 8,000.00	\$ 8,000.00	\$ 4,200.00	\$ 4,200.00	\$ 23,483.00	\$ 23,483.00	\$ 6,600.00	\$ 6,600.00	\$ 10,000.00	\$ 10,000.00	\$ 13,200.00	\$ 13,200.00
8S	CONCRETE PAD	1	LS	\$ 6,038.00	\$ 6,038.00	\$ 7,000.00	\$ 7,000.00	\$ 4,100.00	\$ 4,100.00	\$ 24,361.00	\$ 24,361.00	\$ 6,600.00	\$ 6,600.00	\$ 15,000.00	\$ 15,000.00	\$ 9,850.00	\$ 9,850.00
9S	ELECTRICAL SITE WORK	1	LS	\$44,798.25	\$ 44,798.25	\$50,000.00	\$ 50,000.00	\$ 51,000.00	\$ 51,000.00	\$ 32,636.00	\$ 32,636.00	\$ 56,100.00	\$ 56,100.00	\$ 50,000.00	\$ 50,000.00	\$ 70,375.00	\$ 70,375.00
10S	EQUIPMENT STARTUP AND PRESSURE TESTING	1	LS	\$ 1,256.82	\$ 1,256.82	\$ 750.00	\$ 750.00	\$ 3,000.00	\$ 3,000.00	\$ 250.00	\$ 250.00	\$ 5,500.00	\$ 5,500.00	\$ 10,000.00	\$ 10,000.00	\$ 7,900.00	\$ 7,900.00
PUMP STATION S SUBTOTAL					\$ 194,673.80		\$ 209,750.00		\$ 253,650.00		\$ 241,546.00		\$ 303,600.00		\$ 457,000.00		\$ 615,675.00
1P	MOBILIZATION AND DEMOBILIZATION	1	LS	\$21,311.30	\$ 21,311.30	\$11,000.00	\$ 11,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,945.00	\$ 12,945.00	\$ 16,500.00	\$ 16,500.00	\$ 22,000.00	\$ 22,000.00	\$ 69,250.00	\$ 69,250.00
2P	INSTALLATION OF BYPASS PUMPING SYSTEM	1	LS	\$14,641.21	\$ 14,641.21	\$21,000.00	\$ 21,000.00	\$ 18,500.00	\$ 18,500.00	\$ 14,485.00	\$ 14,485.00	\$ 22,000.00	\$ 22,000.00	\$ 60,000.00	\$ 60,000.00	\$ 82,615.00	\$ 82,615.00
3P	DEMOLITION OF EXISTING PUMP STATION	1	LS	\$ 7,600.00	\$ 7,600.00	\$10,000.00	\$ 10,000.00	\$ 11,300.00	\$ 11,300.00	\$ 10,152.00	\$ 10,152.00	\$ 13,200.00	\$ 13,200.00	\$100,000.00	\$ 100,000.00	\$ 81,270.00	\$ 81,270.00
4P	EROSION AND SEDIMENT CONTROL	1	LS	\$ 1,122.40	\$ 1,122.40	\$10,000.00	\$ 10,000.00	\$ 500.00	\$ 500.00	\$ 10,669.00	\$ 10,669.00	\$ 1,100.00	\$ 1,100.00	\$ 5,000.00	\$ 5,000.00	\$ 66,510.00	\$ 66,510.00
5P	VALVE VAULT AND APPURTENANCES	1	LS	\$41,309.77	\$ 41,309.77	\$55,000.00	\$ 55,000.00	\$ 46,800.00	\$ 46,800.00	\$ 31,034.00	\$ 31,034.00	\$ 55,000.00	\$ 55,000.00	\$ 85,000.00	\$ 85,000.00	\$123,925.00	\$ 123,925.00
6P	WET WELL AND APPURTENANCES	1	LS	\$45,593.08	\$ 45,593.08	\$47,000.00	\$ 47,000.00	\$101,400.00	\$ 101,400.00	\$113,346.00	\$ 113,346.00	\$121,000.00	\$ 121,000.00	\$ 85,000.00	\$ 85,000.00	\$104,795.00	\$ 104,795.00
7P	SUBMERSIBLE PUMP INSTALLATION	1	LS	\$12,375.00	\$ 12,375.00	\$ 8,000.00	\$ 8,000.00	\$ 4,200.00	\$ 4,200.00	\$ 29,350.00	\$ 29,350.00	\$ 6,600.00	\$ 6,600.00	\$ 10,000.00	\$ 10,000.00	\$ 13,200.00	\$ 13,200.00
8P	CONCRETE PAD	1	LS	\$ 6,038.00	\$ 6,038.00	\$ 7,000.00	\$ 7,000.00	\$ 4,300.00	\$ 4,300.00	\$ 21,312.00	\$ 21,312.00	\$ 6,600.00	\$ 6,600.00	\$ 15,000.00	\$ 15,000.00	\$ 9,850.00	\$ 9,850.00
9P	ELECTRICAL SITE WORK	1	LS	\$44,798.25	\$ 44,798.25	\$50,000.00	\$ 50,000.00	\$ 48,600.00	\$ 48,600.00	\$ 32,722.00	\$ 32,722.00	\$ 53,900.00	\$ 53,900.00	\$ 50,000.00	\$ 50,000.00	\$ 67,875.00	\$ 67,875.00
10P	EQUIPMENT STARTUP AND PRESSURE TESTING	1	LS	\$ 1,256.82	\$ 1,256.82	\$ 841.00	\$ 841.00	\$ 3,000.00	\$ 3,000.00	\$ 250.00	\$ 250.00	\$ 5,500.00	\$ 5,500.00	\$ 10,000.00	\$ 10,000.00	\$ 7,900.00	\$ 7,900.00
PUMP STATION P SUBTOTAL					\$ 196,045.83		\$ 219,841.00		\$ 250,600.00		\$ 276,265.00		\$ 301,400.00		\$ 442,000.00		\$ 627,190.00
TOTAL BID					\$ 390,719.63		\$ 429,591.00		\$ 504,250.00		\$ 517,811.00		\$ 605,000.00		\$ 899,000.00		\$ 1,242,865.00

BID FORM

WORCESTER COUNTY DEPARTMENT of PUBLIC WORKS
PUMP STATIONS S AND P UPGRADES
WORCESTER COUNTY, MARYLAND

ITEM NO.	PUMP STATION S - ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1s	MOBILIZATION AND DEMOBILIZATION	1	LS	\$21,311.30	\$21,311.30
2s	INSTALLATION OF BYPASS PUMPING SYSTEMS	1	LS	\$9,156.45	\$9,156.45
3s	DEMOLITION OF EXISTING PUMP STATION	1	LS	\$7,600.00	\$7,600.00
4s	EROSION AND SEDIMENT CONTROL	1	LS	\$1,439.60	\$1,439.60
5s	VALVE VAULT AND APPURTNEANCES	1	LS	\$42,845.72	\$42,845.72
6s	WET WELL AND APPURTENANCES	1	LS	\$45,996.41	\$45,996.41
7s	SUBMERSIBLE PUMP INSTALLATION	1	LS	\$14,231.25	\$14,231.25
8s	CONCRETE PAD	1	LS	\$6,038.00	\$6,038.00
9s	ELECTRICAL SITE WORK	1	LS	\$44,798.25	\$44,798.25
10s	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	\$1,256.82	\$1,256.82
	TOTAL PUMP STATION S BID				\$194,673.80

ITEM NO.	PUMP STATION P - ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1p	MOBILIZATION AND DEMOBILIZATION	1	LS	\$21,311.30	\$21,311.30
2p	INSTALLATION OF BYPASS PUMPING SYSTEMS	1	LS	\$14,641.21	\$14,641.21
3p	DEMOLITION OF EXISTING PUMP STATION	1	LS	\$7,600.00	\$7,600.00
4p	EROSION AND SEDIMENT CONTROL	1	LS	\$1,122.40	\$1,122.40
5p	VALVE VAULT AND APPURTENANCES	1	LS	\$41,309.77	\$41,309.77
6p	WET WELL AND APPURTENANCES	1	LS	\$45,593.08	\$45,593.08
7p	SUBMERSIBLE PUMP INSTALLATION	1	LS	\$12,375.00	\$12,375.00
8p	CONCRETE PAD	1	LS	\$6,038.00	\$6,038.00
9p	ELECTRICAL SITE WORK	1	LS	\$44,798.25	\$44,798.25
10p	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	\$1,256.82	\$1,256.82
	TOTAL PUMP STATION P BID				\$196,045.83
	TOTAL PUMP STATION S AND P BID				\$390,719.63

TOTAL BASE BID PRICE IN WORDS: THREE HUNDRED NINETY THOUSAND SEVEN HUNDRED NINETEEN DOLLARS AND SIXTY-THREE CENTS

MZ

BID FORM

WORCESTER COUNTY DEPARTMENT of PUBLIC WORKS PUMP STATIONS S AND P UPGRADES WORCESTER COUNTY, MARYLAND

ITEM NO.	PUMP STATION S - ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1s	MOBILIZATION AND DEMOBILIZATION	1	LS	10,000	10,000
2s	INSTALLATION OF BYPASS PUMPING SYSTEMS	1	LS	27,000	27,000
3s	DEMOLITION OF EXISTING PUMP STATION	1	LS	13,000	13,000
4s	EROSION AND SEDIMENT CONTROL	1	LS	13,000	13,000
5s	VALVE VAULT AND APPURTENANCES	1	LS	47,000	47,000
6s	WET WELL AND APPURTENANCES	1	LS	47,000	47,000
7s	SUBMERSIBLE PUMP INSTALLATION	1	LS	8,000	8,000
8s	CONCRETE PAD	1	LS	7,000	7,000
9s	ELECTRICAL SITE WORK	1	LS	50,000	50,000
10s	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	750	750
	TOTAL PUMP STATION S BID			209,750	209,750

ITEM NO.	PUMP STATION P - ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1p	MOBILIZATION AND DEMOBILIZATION	1	LS	11,000	11,000
2p	INSTALLATION OF BYPASS PUMPING SYSTEMS	1	LS	21,000	21,000
3p	DEMOLITION OF EXISTING PUMP STATION	1	LS	13,000	13,000
4p	EROSION AND SEDIMENT CONTROL	1	LS	13,000	13,000
5p	VALVE VAULT AND APPURTENANCES	1	LS	55,000	55,000
6p	WET WELL AND APPURTENANCES	1	LS	47,000	47,000
7p	SUBMERSIBLE PUMP INSTALLATION	1	LS	8,000	8,000
8p	CONCRETE PAD	1	LS	7,000	7,000
9p	ELECTRICAL SITE WORK	1	LS	50,000	50,000
10p	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	841	841
	TOTAL PUMP STATION P BID			219,841	219,841
	TOTAL PUMP STATION S AND P BID			429,591	429,591

TOTAL BASE BID PRICE IN WORDS: Four Hundred Twenty Nine Thousand
Five Hundred Ninety One DOLLARS AND Zero CENTS

A-DEL

BID FORM

WORCESTER COUNTY DEPARTMENT of PUBLIC WORKS
PUMP STATIONS S AND P UPGRADES
WORCESTER COUNTY, MARYLAND

ITEM NO.	PUMP STATION S - ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1s	MOBILIZATION AND DEMOBILIZATION	1	LS	12,000	12,000
2s	INSTALLATION OF BYPASS PUMPING SYSTEMS	1	LS	18,550	18,550
3s	DEMOLITION OF EXISTING PUMP STATION	1	LS	11,300	11,300
4s	EROSION AND SEDIMENT CONTROL	1	LS	500	500
5s	VALVE VAULT AND APPURTENANCES	1	LS	46,800	46,800
6s	WET WELL AND APPURTENANCES	1	LS	101,400	101,400
7s	SUBMERSIBLE PUMP INSTALLATION	1	LS	4,200	4,200
8s	CONCRETE PAD	1	LS	4,100	4,100
9s	ELECTRICAL SITE WORK	1	LS	51,000	51,000
10s	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	3,000	3,000
	TOTAL PUMP STATION S BID				253,650

ITEM NO.	PUMP STATION P - ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1p	MOBILIZATION AND DEMOBILIZATION	1	LS	12,000	12,000
2p	INSTALLATION OF BYPASS PUMPING SYSTEMS	1	LS	18,500	18,500
3p	DEMOLITION OF EXISTING PUMP STATION	1	LS	11,300	11,300
4p	EROSION AND SEDIMENT CONTROL	1	LS	500	500
5p	VALVE VAULT AND APPURTENANCES	1	LS	46,800	46,800
6p	WET WELL AND APPURTENANCES	1	LS	101,400	101,400
7p	SUBMERSIBLE PUMP INSTALLATION	1	LS	4,200	4,200
8p	CONCRETE PAD	1	LS	4,300	4,300
9p	ELECTRICAL SITE WORK	1	LS	48,600	48,600
10p	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	3,000	3,000
	TOTAL PUMP STATION P BID				250,600
	TOTAL PUMP STATION S AND P BID				504,250

TOTAL BASE BID PRICE IN WORDS: Five hundred - four
Thousand - two hundred and
77 DOLLARS AND 00 CENTS

\$504,250.00

A-DEL

JOHNSTON

BID FORM

WORCESTER COUNTY DEPARTMENT of PUBLIC WORKS
PUMP STATIONS S AND P UPGRADES
WORCESTER COUNTY, MARYLAND

ITEM NO.	PUMP STATION S - ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1s	MOBILIZATION AND DEMOBILIZATION	1	LS	12,945	12,945
2s	INSTALLATION OF BYPASS PUMPING SYSTEMS	1	LS	14,747	14,747
3s	DEMOLITION OF EXISTING PUMP STATION	1	LS	10,152	10,152
4s	EROSION AND SEDIMENT CONTROL	1	LS	6,348	6,348
5s	VALVE VAULT AND APPURTENANCES	1	LS	33,603	33,603
6s	WET WELL AND APPURTENANCES	1	LS	83,021	83,021
7s	SUBMERSIBLE PUMP INSTALLATION	1	LS	23,483	23,483
8s	CONCRETE PAD	1	LS	24,361	24,361
9s	ELECTRICAL SITE WORK	1	LS	32,636	32,636
10s	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	250	250
	TOTAL PUMP STATION S BID			241,546	241,546

ITEM NO.	PUMP STATION P - ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1p	MOBILIZATION AND DEMOBILIZATION	1	LS	12,945	12,945
2p	INSTALLATION OF BYPASS PUMPING SYSTEMS	1	LS	14,485	14,485
3p	DEMOLITION OF EXISTING PUMP STATION	1	LS	10,152	10,152
4p	EROSION AND SEDIMENT CONTROL	1	LS	10,669	10,669
5p	VALVE VAULT AND APPURTENANCES	1	LS	31,034	31,034
6p	WET WELL AND APPURTENANCES	1	LS	113,346	113,346
7p	SUBMERSIBLE PUMP INSTALLATION	1	LS	29,350	29,350
8p	CONCRETE PAD	1	LS	21,312	21,312
9p	ELECTRICAL SITE WORK	1	LS	32,722	32,722
10p	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	250	250
	TOTAL PUMP STATION P BID			276,265	276,265
	TOTAL PUMP STATION S AND P BID			517,811	517,811

TOTAL BASE BID PRICE IN WORDS:

FIVE HUNDRED SEVENTEEN THOUSAND DOLLARS AND ZERO CENTS
EIGHT HUNDRED ELEVEN

AIM

BID FORM

WORCESTER COUNTY DEPARTMENT of PUBLIC WORKS
PUMP STATIONS S AND P UPGRADES
WORCESTER COUNTY, MARYLAND

ITEM NO.	PUMP STATION S - ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1s	MOBILIZATION AND DEMOBILIZATION	1	LS	16,500 -	16,500 -
2s	INSTALLATION OF BYPASS PUMPING SYSTEMS	1	LS	22,000 -	22,000 -
3s	DEMOLITION OF EXISTING PUMP STATION	1	LS	13,800 -	13,800 -
4s	EROSION AND SEDIMENT CONTROL	1	LS	1,100 -	1,100 -
5s	VALVE VAULT AND APPURTNEANCES	1	LS	55,000 -	55,000 -
6s	WET WELL AND APPURTENANCES	1	LS	121,000 -	121,000 -
7s	SUBMERSIBLE PUMP INSTALLATION	1	LS	6,600 -	6,600 -
8s	CONCRETE PAD	1	LS	6,600 -	6,600 -
9s	ELECTRICAL SITE WORK	1	LS	56,100 -	56,100 -
10s	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	5,500 -	5,500 -
	TOTAL PUMP STATION S BID				\$ 303,600 -

ITEM NO.	PUMP STATION P - ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1p	MOBILIZATION AND DEMOBILIZATION	1	LS	16,500 -	16,500 -
2p	INSTALLATION OF BYPASS PUMPING SYSTEMS	1	LS	22,000 -	22,000 -
3p	DEMOLITION OF EXISTING PUMP STATION	1	LS	13,800 -	13,800 -
4p	EROSION AND SEDIMENT CONTROL	1	LS	1,100 -	1,100 -
5p	VALVE VAULT AND APPURTENANCES	1	LS	55,000 -	55,000 -
6p	WET WELL AND APPURTENANCES	1	LS	121,000 -	121,000 -
7p	SUBMERSIBLE PUMP INSTALLATION	1	LS	6,600 -	6,600 -
8p	CONCRETE PAD	1	LS	6,600 -	6,600 -
9p	ELECTRICAL SITE WORK	1	LS	53,900 -	53,900 -
10p	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	5,500 -	5,500 -
	TOTAL PUMP STATION P BID				\$ 301,400 -
	TOTAL PUMP STATION S AND P BID				\$ 605,000 -

TOTAL BASE BID PRICE IN WORDS:

Six hundred five thousand DOLLARS AND 00/100 CENTS

5510

BID FORM

WORCESTER COUNTY DEPARTMENT of PUBLIC WORKS PUMP STATIONS S AND P UPGRADES WORCESTER COUNTY, MARYLAND

ITEM NO.	PUMP STATION S - ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1s	MOBILIZATION AND DEMOBILIZATION	1	LS	22,000.00	22,000.00
2s	INSTALLATION OF BYPASS PUMPING SYSTEMS	1	LS	80,000.00	80,000.00
3s	DEMOLITION OF EXISTING PUMP STATION	1	LS	100,000.00	100,000.00
4s	EROSION AND SEDIMENT CONTROL	1	LS	5,000.00	5,000.00
5s	VALVE VAULT AND APPURTNEANCES	1	LS	80,000.00	80,000.00
6s	WET WELL AND APPURTENANCES	1	LS	85,000.00	85,000.00
7s	SUBMERSIBLE PUMP INSTALLATION	1	LS	10,000.00	10,000.00
8s	CONCRETE PAD	1	LS	15,000.00	15,000.00
9s	ELECTRICAL SITE WORK	1	LS	50,000.00	50,000.00
10s	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	10,000.00	10,000.00
	TOTAL PUMP STATION S BID				457,000.00

ITEM NO.	PUMP STATION P - ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1p	MOBILIZATION AND DEMOBILIZATION	1	LS	22,000.00	22,000.00
2p	INSTALLATION OF BYPASS PUMPING SYSTEMS	1	LS	60,000.00	60,000.00
3p	DEMOLITION OF EXISTING PUMP STATION	1	LS	100,000.00	100,000.00
4p	EROSION AND SEDIMENT CONTROL	1	LS	5,000.00	5,000.00
5p	VALVE VAULT AND APPURTENANCES	1	LS	85,000.00	85,000.00
6p	WET WELL AND APPURTENANCES	1	LS	85,000.00	85,000.00
7p	SUBMERSIBLE PUMP INSTALLATION	1	LS	10,000.00	10,000.00
8p	CONCRETE PAD	1	LS	15,000.0	15,000.00
9p	ELECTRICAL SITE WORK	1	LS	50,000.00	50,000.00
10p	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	10,000.00	10,000.00
	TOTAL PUMP STATION P BID				442,000.00
	TOTAL PUMP STATION S AND P BID				899,000.00

TOTAL BASE BID PRICE IN WORDS: Eight Hundred and Ninety Nine Thousand Dollars and Zero Cents

899,000

DOLLARS AND 00

CENTS

BID FORM

WORCESTER COUNTY DEPARTMENT of PUBLIC WORKS
PUMP STATIONS S AND P UPGRADES
WORCESTER COUNTY, MARYLAND

ITEM NO.	PUMP STATION S - ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1s	MOBILIZATION AND DEMOBILIZATION	1	LS	69,250.00	69,250.00
2s	INSTALLATION OF BYPASS PUMPING SYSTEMS	1	LS	65,700.00	65,700.00
3s	DEMOLITION OF EXISTING PUMP STATION	1	LS	94,200.00	94,200.00
4s	EROSION AND SEDIMENT CONTROL	1	LS	66,510.00	66,510.00
5s	VALVE VAULT AND APPURTNEANCES	1	LS	112,795.00	112,795.00
6s	WET WELL AND APPURTENANCES	1	LS	105,895.00	105,895.00
7s	SUBMERSIBLE PUMP INSTALLATION	1	LS	13,200.00	13,200.00
8s	CONCRETE PAD	1	LS	9,850.00	9,850.00
9s	ELECTRICAL SITE WORK	1	LS	70,375.00	70,375.00
10s	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	7,900.00	7,900.00
	TOTAL PUMP STATION S BID				615,675.00

ITEM NO.	PUMP STATION P - ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
1p	MOBILIZATION AND DEMOBILIZATION	1	LS	69,250.00	69,250.00
2p	INSTALLATION OF BYPASS PUMPING SYSTEMS	1	LS	82,615.00	82,615.00
3p	DEMOLITION OF EXISTING PUMP STATION	1	LS	81,270.00	81,270.00
4p	EROSION AND SEDIMENT CONTROL	1	LS	66,510.00	66,510.00
5p	VALVE VAULT AND APPURTENANCES	1	LS	123,925.00	123,925.00
6p	WET WELL AND APPURTENANCES	1	LS	104,795.00	104,795.00
7p	SUBMERSIBLE PUMP INSTALLATION	1	LS	13,200.00	13,200.00
8p	CONCRETE PAD	1	LS	9,850.00	9,850.00
9p	ELECTRICAL SITE WORK	1	LS	67,875.00	67,875.00
10p	EQUIPMENT START-UP AND PRESSURE TESTING	1	LS	7,900.00	7,900.00
	TOTAL PUMP STATION P BID				627,190.00
	TOTAL PUMP STATION S AND P BID				1,242,865.00

TOTAL BASE BID PRICE IN WORDS: _____

One Million, Two hundred forty two Thousand, Eight Hundred, Sixty Five

DOLLARS AND

NO

CENTS



ITEM 11

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

MEMORANDUM

JOHN H. TUSTIN, P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E. Director of Public Works *hlt*
DATE: June 29, 2020
SUBJECT: Ocean Pines Pump Station S and P
Construction Administration and Inspection Services

DIVISIONS

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

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

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

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

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

Attached is a proposal from EA Engineering, Science and Technology (EA) for engineering services during the bidding and construction phases of the Pump Station S and P Project. Total engineering costs are estimated as follows:

Task	Cost
1. Engineering assistance during bidding, contract award, construction, start-up and closeout	\$16,958.95
2. On-Site Construction Inspection	\$22,321.44
Total	\$39,280.39

The fees described above are established as maximum charge for services needed to complete this project. The actual cost will be based on time expended on the project.

Funding for this work in the amount of \$500,000 was included for this project in the 2019 Bond Issue. As the low bid was \$390,719.63, adequate funding is available for this task. We are requesting approval for this work.

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

Attachment

cc: Jessica R. Wilson, CPA, Assistant Chief Finance Officer
Michelle Carmean, Enterprise Fund Controller
John S. Ross, P.E., Deputy Director

June 26, 2020

Mr. John Ross, P.E.
Deputy Director of Public Works
Worcester County Department of Public Works
Water and Wastewater Division
1000 Shore Lane
Berlin, Maryland 21811

**Subject: Pump Stations S and P Upgrades
Proposal for Bid Phase, Construction Administration and Inspection Services
EA Proposal No. 0791468**

Dear Mr. Ross:

EA Engineering, Science, and Technology, Inc., PBC (EA) is pleased to submit this letter proposal to the Worcester County Department of Public Works (County) to provide construction administration and inspection services for the Pump Stations S and P Upgrades project.

Scope of Work—EA will provide construction administration, construction inspection and engineering services during the construction of the Pump Stations S and P Upgrades. A detailed scope of work is presented in Attachment A.

Fee—EA proposes to complete the work detailed herein under a time and materials basis. The cost breakdown per task is included in Attachment A. A summary of the labor hours and cost for the work is presented in Attachment B. The work described under this proposal will be performed in accordance with Worcester County's Independent Contractor's Agreement

We appreciate the opportunity to continue our long history of partnership with Worcester County in this endeavor and intend, throughout the course of this project, to act as a valuable and reliable extension of your staff. Feel free to contact me at (410) 641-5341 with any questions.

Respectfully yours,



Darl Kolar, P.E., BCEE
Project Manager

cc: Mark Gutberlet, P.E. – EA
Sam Davis, P.E. - EA



**ATTACHMENT A
SCOPE OF WORK FOR
CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES
WORCESTER COUNTY PUMP STATIONS S AND P UPGRADES**

This Scope of Work (SOW) describes the tasks necessary construction administration, construction inspection and engineering support services for the construction of the Pump Stations S and P Upgrades. The project to be constructed is as described in the plans and specifications (Contract Documents) prepared by EA Engineering, Science, and Technology Inc., PBC (EA) in May 2020

The oversight is required to ensure that the work performed by the Contractor is in conformance with the approved Contract Documents along with assuring proper documentation and records are maintained. EA understands that the construction of the Pump Stations S and P Upgrades is funded through the bonding currently in place for various water and wastewater improvements for the County.

This proposal includes effort in assisting the County during the construction phase, providing construction administration and construction inspection services. The SOW is divided into two tasks; Task 1 - Construction Administration and Task 2 - Construction Inspection.

Task 1: Construction Administration

Construction Administrative services is a critical component during construction to assure construction is progressing according to schedule, proper documentation is maintained for Contractor and County correspondences and the work is performed in accordance with the Contract Documents. For the duration of construction, EA will actively track, process, and manage the flow of the documents from the Contractor, County and the Contractor, including Requests for Information (RFI), Submittals, Correspondences, Meeting Minutes, Change Order (CO) requests, Shop Drawing/Submittals, Material Test Reports, and other project related items. EA will continually track the Contractor's progress through the implementation of monthly construction progress meetings and review of the construction schedule. Further, EA will coordinate and manage the project meetings including pre-construction, progress, substantial completion and final walkthrough meetings. EA will also support the County in the resolution of field variations, prepare non-compliance reports for unsatisfactory work and track the resolution. The following is a detailed approach relating to pre-construction services, project meetings, shop drawing/submittals, CO/RFI's and project closeout.

Pre-Construction Services – Following Notice of Award and Notice to Proceed, EA will coordinate pre-construction activities including regulatory agency coordination, review of proposed construction schedule and schedule of values, and coordinate a pre-construction meeting. In accordance with the Contract Documents, the Contractor shall submit an estimated Construction Schedule and proposed Schedule of Values. EA will review each of these for completeness and provide to the County for review and comment. Further, a pre-construction meeting will be held with the County, EA and the Contractor. The intent of the pre-construction meeting will be to go over the critical components of the Contract Documents, schedule, and general construction communication and progression. The pre-construction



meeting will be conducted in accordance with the scope of work detailed under the project meetings item below.

Project Meetings – EA will coordinate and manage a pre-construction meeting, three monthly progress meetings and final inspection meetings. EA will be responsible for preparing the meeting minutes and presiding at these meetings. The progress meetings will include the distribution of minutes to all attendees and appropriate parties. The minutes will track unresolved items and new issues until their final resolution. EA's Project Manager will chair and distribute meeting minutes from monthly progress meetings, regularly visit the site and coordinate with the County. Further, EA will provide updates on project status, foreseeable delays or difficulties, and the anticipated completion date. EA will also attend a pre-final walk through with the County and a representative of the Contractor, upon request for substantial completion of the work, to conduct a pre-final site inspection of the construction. EA will prepare a punch list for remaining items, track and complete a final construction walk-through. EA will then proceed with the project closeout requirements as detailed below under this task.

Shop Drawing/Submittal Review - EA will review material submittals, test results, and shop drawings provided by the Contractor. EA will review submittals for conformance to the Contract Documents, maintain a submittal log, and provide an engineering stamp on submittals with status of the review. It is assumed that electronic copies will be provided by the Contractor. EA will copy the County on "approved" or "approved as noted" submittals. EA assumes the Contractor will follow submittal procedures outlined the specifications, not require excessive instructions, and no more than two re-submittals will be required for any of the shop drawings

Payment Applications – EA will review and assist with resolving any discrepancies in the Contractor's payment requests and submit the partial payment request with recommendations and supporting documentation to the County for processing.

CO/RFIs – EA will assist the County in the negotiation and review of CO requests resulting from variations in the site conditions or discrepancies in the Contract Documents. This will be performed by processing and managing the flow of the distribution of CO requests and RFIs. EA will organize and maintain an up to date information system that will track the status and approval of shop drawing submittals, RFIs, construction records, quantities, payment schedules, samples, inspection records, and project schedules.

Project Closeout – EA will assist the County with closing out the project in accordance with the County procurement requirements. Following the completion of construction, EA's Construction Manager will assist the County with the coordination of a walk-through inspection to compile a final "punch list" of items remaining to be completed for the County for review and assist with the preparation of a Certificate of Substantial Completion. EA will track punch list items until completion. Concurrently with tracking punch list items, EA will coordinate the Contractor's closeout documents including release of liens and performance and material/product warranties. Following the concurrence that the punch list items have been completed to the County's satisfaction, EA will prepare a final acceptance request for the County. Required affidavits, guarantees, manuals, keys, record drawings, spare parts, etc. will be collected and transferred to the County at the completion of the project.



Task 1 Assumptions:

- The Project Manager will issue meeting minutes and attend one pre-construction meeting and eight progress meetings on site.
- CO requests, RFIs will be reviewed by EA and recommendations will be provided to the County.
- A RFI and CO log will be maintained by EA.
- The Contractor will prepare and maintain an up- to-date construction schedule and record drawings.
- EA assumes that submittals will be limited to two submissions (original and resubmittal) each.
- Partial payment applications will be reviewed by EA for quantity accuracy in the field with the Contractor then forwarded to the County for approval and procurement.

Task 2: Construction Inspection

It is important that sufficient and proper oversight and inspection controls are in place during construction activities to monitor Contractor activities. EA will provide a qualified Construction Inspector during construction of the Pump Stations S and P Upgrades project. The contract duration of the project is 90 Days (~12 weeks) to obtain substantial completion. If construction activities are minor, weather impacts or other activities do not require inspection staff, EA will consult with the County to determine if on-site time is necessary. The primary goal of the construction inspection task is to monitor Contractor's activities to ensure that the work is being performed in accordance with the Contract Documents and to provide necessary project documentation.

Proper documentation of construction activities and correspondence provides protection for the County to assure that construction is in conformance with the Contract Documents. EA will provide a Construction Inspector for the duration of construction. The Construction Inspector utilized will be competent and experiences in the area of construction oversight of sewer, earthwork, mechanical and electrical components, force main installation, and associated field activities. The Construction Inspector will serve as the "eyes and ears" for the County throughout these activities. Specifically, EA's Construction Inspector will provide the following services:

- Attend pre-construction meeting, progress meetings, pre-final and final walkthroughs
- Track and monitor construction cost and quantities to validate the Contractors partial payment requests.
- Maintain a log of materials delivered to the site and the progress of daily work activities for use in the review of progress payment applications submitted to the County by the Contractor.
- Track and review submittals (i.e., surveys, shop drawings, cut sheets, samples, test results, etc.).
- Prepare daily reports of Contractor activities on the job site, including weather conditions, data relative to questions of extras or deductions: material and equipment deliveries and subsequent installation, personnel and equipment working at the site, visitors to the site and all testing procedure and results if available.



- Conduct continuous inspections of on-going work for quality control and maintain a photographic record. All photographs will be digital and dated. The photos album will be maintained and provided to the County at the conclusion of the work electronically on a CD/DVD.
- Provide inspection and record keeping for extra work being performed on a time-and-materials basis by the Contractor.
- Conduct weekly and following each rainfall event inspections of the erosion and sediment controls in accordance with the General Permit for Stormwater Associated with Construction Activity.
- Maintain a copy of the shop drawings on-site.
- Verify QC activities are being carried out per the Contract Documents (materials sampling, testing, survey)
- Oversee that field conformance tests will be conducted in accordance with the specifications and compared to the required values. Should discrepancies exist, EA will recommend to the County that the Contractor correct these discrepancies.

Task 2 Assumptions:

- Construction inspection will be completed on a time and material basis and this proposal includes effort up to 168 hours (14 hours per week for 12 weeks) for an onsite Senior Construction Inspector. When work is not being completed for weather or holidays, EA will not utilize inspection effort hours.
- EA's Construction Inspector is not responsible for managing or directing the Contractor and/or the Contractor's schedule and the Contractor will prepare and maintain an up to date schedule.
- EA is not responsible for the Contractor's means or methods or safety for completing the work.
- Construction Inspection may be supplemented by a qualified engineer should the named construction manager require temporary time away from the site.
- Conformance testing is not included in the Scope of Work.

COSTS

Costs are shown on the attached tables to be performed on a time and materials basis and summarized below. Rates for the inspection staff are on an hourly basis and staff proposed does not receive a premium for more than 40 hrs of work per week. The following is a breakdown of time and material costs per task.

Task 1. Construction Administration	\$ 16,958.95
Task 2. Construction Inspection	\$ 22,321.44
TOTAL	\$ 39,280.39

**Attachment B-1
Cost Estimate
Worcester County - Pump Stations S and P Upgrades
Construction Administration and Inspection Services
June 2020**

Total Task 1 Through 4

EA Labor *(Refer to details in Attachment B-2)	Hours	Rate	Effort	Anticipated Staff
Senior Project Technical Reviewer	0	\$ 82.58	\$ -	Sam Davis
Project Manager	25	\$ 74.44	\$ 1,861.00	Darl Kolar
Construction Inspector/Manager	174	\$ 47.10	\$ 8,195.40	Barry Brooks
Designer	28	\$ 35.16	\$ 984.48	Neil Hallowell
Electrical Engineer	46	\$ 63.41	\$ 2,916.86	Dan Yue
Senior Technical Writer	0	\$ 49.75	\$ -	Janet Earickson

<i>Total Personnel Effort</i>	273		\$13,957.74
<i>Total Personnel Effort With Overhead and Profit</i>			\$39,081.67

Other Direct Costs

Office Equipment (Fax, telephone, etc.)	0	ls	\$ 200.00	\$ -	
Mobile Phone	0	minute	\$ 0.12	\$ -	
Digital Camera	0	ls	\$ 200.00	\$ -	
Drawing Reproduction	0	sheets	\$ 4.00	\$ -	
Copies	0	pgs	\$ 0.06	\$ -	
Color Copies	0	sheets	\$ 0.13	\$ -	
3-inch Binder Report	0	ea	\$ 62.34	\$ -	
Postage	0	ls	\$ 300.00	\$ -	
Truck	0	days	\$ 59.00	\$ -	
Truck mileage	0	miles	\$ 0.28	\$ -	
Mileage	288	miles	\$ 0.69	\$ 198.72	
Misc. Supplies	0	ls	\$ 150.00	\$ -	
<i>Total Other Direct Costs</i>			\$	198.72	\$198.72

TOTAL TASK 1 Thru 2	\$39,280.39
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**Attachment B-1
Cost Estimate
Worcester County - Pump Stations S and P Upgrades
Construction Administration and Inspection Services
June 2020**

Total Task 1: Construction Administration

EA Labor *(Refer to details in Attachment B-2)	Hours	Rate	Effort	Anticipated Staff
Senior Project Technical Reviewer	0	\$ 82.58	\$ -	Sam Davis
Project Manager	25	\$ 74.44	\$ 1,861.00	Darl Kolar
Construction Inspector/Manager	6	\$ 47.10	\$ 282.60	Barry Brooks
Designer	28	\$ 35.16	\$ 984.48	Neil Hallowell
Electrical Engineer	46	\$ 63.41	\$ 2,916.86	Dan Yue
Senior Technical Writer	0	\$ 49.75	\$ -	Janet Earickson
Total Personnel Effort				\$6,044.94
Total Personnel Effort With Overhead and Profit				\$16,925.83

Other Direct Costs

Office Equipment (Fax, telephone, etc.)	0	ls	\$ 100.00	\$ -	
Mobile Phone	0	months	\$ 0.12	\$ -	
Digital Camera	0	months	\$ 200.00	\$ -	
Drawing Reproduction	0	sheets	\$ 4.00	\$ -	
Copies	0	pgs	\$ 0.06	\$ -	
Color Copies	0	sheets	\$ 0.13	\$ -	
3-inch Binder Report	0	ls	\$ 62.34	\$ -	
Postage	0	ls	\$ 300.00	\$ -	
Truck	0	days	\$ 59.00	\$ -	
Truck mileage	0	miles	\$ 0.28	\$ -	
Mileage	48	miles	\$ 0.69	\$ 33.12	
Misc. Supplies	0	ls	\$ 150.00	\$ -	
Total Other Direct Costs				\$33.12	

TOTAL TASK	\$16,958.95
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**Attachment B-1
Cost Estimate
Worcester County - Pump Stations S and P Upgrades
Construction Administration and Inspection Services
June 2020**

Total Task 2: Construction Inspection

EA Labor *(Refer to details in Attachment B-2)	Hours	Rate	Effort	Anticipated Staff
Senior Project Technical Reviewer	0	\$ 82.58	\$ -	Sam Davis
Project Manager	0	\$ 74.44	\$ -	Darl Kolar
Construction Inspector/Manager	168	\$ 47.10	\$ 7,912.80	Barry Brooks
Designer	0	\$ 35.16	\$ -	Neil Hallowell
Electrical Engineer	0	\$ 63.41	\$ -	Dan Yue
Senior Technical Writer	0	\$ 49.75	\$ -	Janet Earickson
Total Personnel Effort				\$7,912.80
Total Personnel Effort With Overhead and Profit				\$22,155.84

Other Direct Costs

Office Equipment (Fax, telephone, etc.)	0	ls	\$ 100.00	\$ -	
Mobile Phone	0	months	\$ 0.12	\$ -	
Digital Camera	0	months	\$ 200.00	\$ -	
Drawing Reproduction	0	sheets	\$ 4.00	\$ -	
Copies	0	pgs	\$ 0.06	\$ -	
Color Copies	0	sheets	\$ 0.13	\$ -	
3-inch Binder Report	0	ls	\$ 62.34	\$ -	
Postage	0	ls	\$ 300.00	\$ -	
Truck	0	days	\$ 59.00	\$ -	
Truck mileage	0	miles	\$ 0.28	\$ -	
Mileage	240	miles	\$ 0.69	\$ 165.60	
Misc. Supplies	0	ls	\$ 150.00	\$ -	
Total Other Direct Costs				\$165.60	

TOTAL TASK	\$22,321.44
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Attachment B-2
Labor/Hour Estimate
Worcester County - Pump Stations S and P Upgrades
Construction Administration and Inspection Services
June 2020

Total Task 1: Construction Administration

Site Visits
 Project Management and Project Coordination
 Monthly Progress Meetings and Minutes
 Shop Drawing/Submittals/RFI Reviews
 Substantial Completion Walk-thru
 Final Construction Walk-Thru

Total - Task 3

Total Task 2: Construction Inspection

Construction Inspection Services

Total - Task 4

	Senior Project Technical Reviewer	Project Manager	Construction Inspector/Manager	Designer	Electrical Engineer	Senior Technical Writer
		6				
		8				
		3	6		6	
		4		28	32	
		2			4	
		2			4	
	0	25	6	28	46	0

	Senior Project Technical Reviewer	Project Manager	Construction Inspector/Manager	Designer	Electrical Engineer	Senior Technical Writer
			168			
	0	0	168	0	0	0



ITEM
12

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: June 29, 2020
SUBJECT: Ocean Pines Service Area Pump Stations S and P
Electrical Panel Purchase

DIVISIONS

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

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

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

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

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

Attached is a proposal from Hartwell Engineering to pre-purchase the pump control panels for Ocean Pines Pump Stations S and P at a cost of \$28,500 each. As we have done in West Ocean City, we continue to use this standardized control panel for all pump stations operated by the Water and Wastewater Division. This proposal reflects a savings of \$4,200 per panel as we have seen a reduction in price of some of the panel components since presenting the West Ocean City proposals.

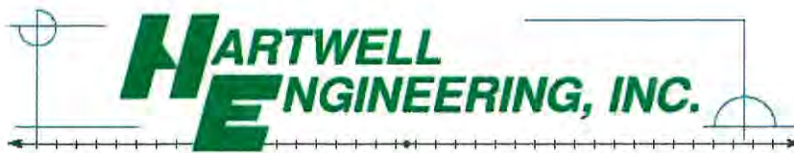
Funding in the amount of \$500,000 was included in the 2019 Bond Issue for rehabilitation of these stations and the low bid submitted for the balance of the work was \$390,719.63. Therefore, adequate funds are available for this purchase.

We are requesting that the Commissioners waive the formal bidding process and authorize the Department to proceed with pre-purchase of the control panels for Pump Stations S and P.

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

Attachment

cc: Michelle Carmean, Enterprise Fund Controller
John S. Ross, P.E. Deputy Director



196 Log Canoe Circle
Stevensville, Maryland 21666
Phone 443.249.3111

May 11, 2020

RE: Worcester County, Department of Public Works – Pump Station S and P Panel Fabrication

Scope of Work

The following is our scope of work for the fabrication of a SCADA (Pump Station Control Panel) for Worcester County, Department of Public Works.

1. Hartwell Engineering will provide all services required for the procurement and fabrication of one Pump Control Panel similar to the attached drawings and description. The control panel consists of the following equipment:
 - a. NEMA 3R Painted Steel Enclosure with Back Panel
 - b. NEMA 12 SCADA Enclosure estimated 48 x 36 x 12
 - c. PLC, OIT Display, and Radio to be provided by the County and installed by Hartwell.
 - d. Ethernet Switch, TVSS, Relays, Pilot Devices, and other components as shown on the Drawings.
 - e. Two Reduced Voltage Solid State Starter
 - f. Two Bypass Full Voltage Non-Reversing Starts
 - g. Two Isolation Contactors
 - h. Low Voltage Panelboard with TVSS
 - i. Heater, Fans and Grille.
 - j. ISR Relays and connections.
 - k. Nameplates, Wiring, Terminal Blocks, Miscellaneous as shown on the Drawings
2. Hartwell Engineering will fabricate the control panel in accordance with the above referenced drawings and UL508 and update AutoCAD drawings to provide to the County. This panel will be similar to the first panel fabricated.
3. Hartwell Engineering will perform factory testing of the panel upon completion of fabrication. Testing will be limited to wire verification and power. PLC, OIT, and Radio testing is included to demonstrate operation of the system. Control Logic is provided by others.
4. Hartwell Engineering will deliver the control panel to Ocean Pines WWTP. Due to our current work schedule the delivery of the first panel be approximately 75 days after receipt of a purchase order.

Costs

Cost for the procurement of the hardware, fabrication each of the two control panels, and delivery to the County as described herein is: **\$ 28,500.00**

HARTWELL ENGINEERING, INC.

Tim L. Hartwell, P.E.
President



ITEM
13

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: June 29, 2020
SUBJECT: Worcester County, Snow Hill Commission on Aging and Worcester County Animal Control 2020 Roof Replacement Project

DIVISIONS

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

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

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

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

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

Attached for your review and approval are Davis, Bowen & Friedel, Inc.'s Bid Documents to replace the roof systems on the Worcester County Commission on Aging/Snow Hill Senior Center and the Snow Hill Animal Control Building. Included are the plans and specifications, Notice to Bidders and Bidders List.

There are Assigned Funds of \$300,000.00 for the Senior Center and \$50,000 for the Animal Control building that have been designated for these two projects.

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

Attachments

cc: Ken Whited

*FULL COPY OF PLANS
AND SPECS IN
COUNTY ADMIN.*

WORCESTER COUNTY COMMISSION ON AGING/SNOW HILL SENIOR CENTER
&
WORCESTER COUNTY ANIMAL CONTROL

2020 ROOF REPLACEMENT PROJECT

BIDDER'S LIST

Spicer Bros. Construction, Inc.
32221 Beaver Run Drive
Salisbury, MD 21804
Ph.: (410) 623-7536 - Leslie Klekotka
Email: leslie@spicerbros.com

Straight Edge Construction, Inc.
5098 Campground Road
Eden, MD 21822
Te.: (443) 366-2310 - Brian
Email: brian@straightedgeconstruction.com

Blue Marlin Siding, Inc.
10323 Henry Road, No. 3
Berlin, MD 21811
Te.: (443) 880-4842 - Robert Colflesh
Email: rflesh62@aol.com

Tecta America
302 S. Division Street
Fruitland, MD 21826
Te.: (410) 219-7980 - Glen Wood
Email: gwood@tectaamerica.com

Servicemax of Delmarva LLC
309 Truitt Street
Salisbury, MD 21802
Te.: (410) 736-7229 - Timo Rajala
Email: timo@svcmx.com

JT Construction & Home Improvements
601 Lancaster Ct.
Salisbury, MD 21804
Te. (410) 742-0605 - James Cranfield
Email:

Mallard Construction
PO Box 28
Quantico, MD 21856
Te. (410) 572-2727 - Jeff Gambrill
Email: mallardconst@yahoo.com

Peninsula Roofing Company, Inc.
1209 N Salisbury Blvd.
Salisbury, MD 21801
Te.: (410) 742-6163 - Sandy
Email: sandy@peninsularoofing.com

WORCESTER COUNTY
COMMISSION ON AGING & ANIMAL CONTROL

ROOF REPLACEMENT

6207 TIMMONS ROAD
SNOW HILL, MARYLAND 21863

Davis Bowen & Friedel, Inc.
601 East Main Street, Suite 100
Salisbury, Maryland 21804
DBF #00085B042

6/18/2020

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APPENDIX

Exhibit A - COA & AC Drawings

Exhibit B - CSI Form 13.1A

Exhibit C - CSI Form 14.1

DRAFT

NOTICE TO BIDDERS

Worcester County Commission on Aging & Animal Control – Roof Replacement Project

The County Commissioners of Worcester County, Maryland are currently accepting sealed bids for replacement of the roof system(s) at the Worcester County Commission on Aging located at 4767 Snow Hill Road and the Animal Control building located at 6207 Timmons Road, Snow Hill, Maryland 21863. Bid specification packages (architectural plans only) and bid forms are available at the Office of the County Commissioners, Worcester County Government Center – Room 1103, Snow Hill, MD 21863 or through the architectural firm of Davis Bowen & Friedel, Inc., 601 East Main Street, Suite 100, Salisbury, MD 21804. Interested bidders are encouraged to attend a **pre-bid meeting to be held on Monday, July 20, 2020 at 10:00 am EST**, at the Worcester County Commission on Aging, 4767 Snow Hill Road, Snow Hill, MD 21863. The Pre Bid Meeting agenda will include discussion of the project scope, the Bid Documents, and Bidder's questions will be received for comment. Bidder's requests for information (RFI's), to prepare a bid, will be accepted until 04:00 pm EST on Monday August 3, 2020. All RFI's shall be transmitted electronically via email to the architect, Davis Bowen & Friedel, Inc., hereinafter DBF, as described in the bid specifications. Responses to RFI's will be provided electronically by DBF and only those responses will be binding unless stated otherwise. **Sealed bids will be accepted until 1:00 pm, Monday, August 10, 2020** in the Office of the County Commissioners, 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. Sealed Bid envelopes shall be marked "**Bid for Worcester County Roof Replacement Projects**" in the lower left-hand corner. No bidder may withdraw his bid within sixty (60) days after the actual date of opening thereof. After opening, bids will be forwarded to the Worcester County 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 "DBF – Chris Cullen at clc@dbfinc.com" Email correspondence is required and will be binding.

DOCUMENT 001116 - INVITATION TO BID

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.

B. Project Identification:

1. Worcester County Commission on Aging
 - a. Project Location: 4767 Snow Hill Road, Snow Hill, Maryland
2. Worcester County Animal Control
 - a. Project Location: 6207 Timmons Road, Snow Hill, Maryland

C. Owner: County Commissioners of Worcester County Maryland

1. Owner's Representative: Kenneth J. Whited, Maintenance Superintendent

D. Architect: Davis Bowen and Friedel, Inc., 601 E Main Street, Salisbury, Md., 21801.

E. 1. Commission on Aging:

Project Description: Complete roof tear off, replace deteriorated plywood sheathing, install new ice and water shield, roof underlayment and roof shingles. Drawings detail areas of EIFS to be removed to install new step flashing, and then new EIFS to be installed per detail. Nail over invents, ridge caps, pipe boot flashing, and pan flashings are to be installed per the drawings. Existing gutters and downspouts are to be removed, stored and reinstalled with new inside and outside corners. Gutters and downspouts are to be reinstalled when the roof/drainage area for them has been completed.

2. Worcester County Animal Control:

Project Description: Complete roof tear off, replace deteriorated plywood sheathing, install new ice and water shield, roof underlayment and roof shingles. Skylights and skylight wells to be demolished. Nail over invents, ridge caps, pipe boot flashing, and slant back roof louvers are to be installed per the drawings. Existing gutters and downspouts are to be demolished and replaced per the documents. Interior work will include installing ceiling framing gypsum board and gypsum finishing to level 4 for painting (painting not in contract). Metal roof to remain as is.

F. Construction Contract: Bids will be received for the following Work:

1. General Contract (all trades).

1.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:

1. Bid Date: **Monday August 10, 2020**
2. Bid Time: **1:00 p.m.**, local time.
3. Location: Worcester County Government Center, Room 1103, Snow Hill, MD. 21863
4. Bids will be thereafter opened in the presence of the bidders and read aloud.

1.3 BID SECURITY

- A. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PREBID CONFERENCE

- A. A prebid conference for all bidders will be held at Worcester County Commission on Aging /Snow Hill Senior Center located at 4767 Snow Hill Road, on **Monday, July 20th at 10:00 a.m.** local time. Prospective bidders are encouraged to attend.

1.5 DOCUMENTS

- A. Online Procurement and Contracting Documents: Contact Architect at clc@dbfinc.com and request access. Drawings and Specifications in PDF Format will be provided to all registered bidders.
- B. Viewing Procurement and Contracting Documents: Documents may be reviewed at the Offices of Davis Bowen and Friedel, Inc., 601 E Main Street, Salisbury, Md., 21801. Please contact Chris Cullen at clc@dbfinc.com to make an appointment.

1.6 TIME OF COMPLETION

- C. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Contract Time will be noted by the Bidder on the Bid Form.

1.7 BIDDER'S QUALIFICATIONS

1. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance required for the Work.

END OF DOCUMENT 001116

DOCUMENT 002113 - INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

- A. AIA Document A701, "Instructions to Bidders," is hereby incorporated into the Procurement and Contracting Requirements by reference.

- 1. A copy of AIA Document A701, "Instructions to Bidders," is bound in this Project Manual.

END OF DOCUMENT 002113



ITEM
14

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: June 29, 2020
SUBJECT: Fleetway Drive – Speed Study

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

.....

The Roads Department conducted a speed study on Fleetway Drive from Tuesday, May 26, 2020 thru Tuesday, June 2, 2020 to address complaints regarding speeding vehicles. A copy of the study is attached.

The results of the study are as follows:

- Number of Vehicles: 1,415
- Average Speed: 21 mph
- 85th Percentile: 28 mph
- Vehicles 36 mph and greater: 17 or 1.2%
- Vehicles >1 mph to 35 mph: 1,398 or 98.8%

Currently Fleetway Drive is not posted; therefore, a speed limit of 50 mph governs. Based on the study, 98.8% of all traffic traveled less than 36 mph and only 1.2% of all traffic traveled more than 35 mph. Although there does not appear to be a significant speeding issue at this time, it is recommended that Fleetway Drive be posted at 30 mph. This posting would provide a more uniform speed limit throughout this geographical area. Enforcement activity by the Sheriff's Department should be encouraged. ←

Should you have any questions regarding this study I will be happy to discuss them with you.

Attachment

cc: Frank Adkins

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

Site Code: 00000001
Station ID:
Fleetway Drive
Fleetway Drive
Latitude: 0' 0.0000 Undefined

Latitude: 0° 0.0000 Undefined

East, West	1	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	999	Total	85th Percent	95th Percent						
Start Time	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12 PM	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00														
05/26/20	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*				
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*				
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*				
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*				
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*				
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*				
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*				
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*				
08:00	6	6	1	4	6	9	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
09:00	6	3	3	3	6	6	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
10:00	3	0	4	4	6	6	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
11:00	0	2	4	4	6	6	2	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
12 PM	2	3	2	4	3	4	3	3	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
13:00	3	1	2	2	4	4	3	3	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
14:00	1	4	4	4	3	3	3	3	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
15:00	7	2	2	2	4	4	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
16:00	6	2	2	2	2	2	2	2	5	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
17:00	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
18:00	1	2	2	2	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
19:00	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Total	37	28	47	27	11	11	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				
Percent	24.3%	18.4%	30.9%	17.8%	7.2%	7.2%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%	0.7%				
AM Peak	08:00	09:00	09:00	11:00	09:00	09:00	09:00	09:00	09:00	09:00	09:00	09:00	09:00	09:00	09:00	09:00	09:00	09:00	09:00	09:00	09:00	09:00	09:00	09:00	09:00	09:00	09:00	09:00	09:00	09:00	09:00	09:00	09:00				
Vol.	6	4	9	6	6	6	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				
PM Peak	15:00	12:00	12:00	13:00	16:00	16:00	16:00	16:00	16:00	16:00	16:00	16:00	16:00	16:00	16:00	16:00	16:00	16:00	16:00	16:00	16:00	16:00	16:00	16:00	16:00	16:00	16:00	16:00	16:00	16:00	16:00	16:00	16:00				
Vol.	7	4	6	3	5	5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				

Worcester County DPW - Roads Division
 5764 Worcester Highway
 Snow Hill, MD 21863
 410-632-2244

Site Code: 00000001
 Station ID:
 Fleetway Drive
 Fleetway Drive
 Latitude: 0' 0.0000 Undefined

East West	1	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	799	85th	95th
Start	1	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	799	85th	95th
Time	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total	Percent	Percent	Percent	Percent	Percent	Percent
05/27/20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	6	2	2	2	2	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
05:00	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
06:00	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
07:00	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
08:00	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
09:00	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
10:00	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
11:00	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
12:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
16:00	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18:00	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
19:00	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	36	36	41	41	65	65	47	47	12	12	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	205	205	205
Percent	17.5%	17.5%	20.0%	20.0%	31.7%	31.7%	22.9%	22.9%	5.9%	5.9%	1.0%	1.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%
AM Peak	03:00	03:00	01:00	01:00	08:00	08:00	08:00	08:00	08:00	08:00	07:00	07:00	07:00	07:00	07:00	07:00	07:00	07:00	07:00	07:00	07:00	07:00	07:00	07:00	07:00	07:00	07:00	07:00	07:00	07:00
Vol.	6	6	3	3	9	9	10	10	3	3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
PM Peak	12:00	12:00	14:00	14:00	17:00	17:00	14:00	14:00	14:00	14:00	18:00	18:00	18:00	18:00	18:00	18:00	18:00	18:00	18:00	18:00	18:00	18:00	18:00	18:00	18:00	18:00	18:00	18:00	18:00	18:00
Vol.	2	2	3	3	5	5	7	7	4	4	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

Site Code: 00000001

Station ID:

Fleetway Drive

Fleetway Drive

Latitude: 0° 0.0000 Undefined

East, West		1	16	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	85th	95th		
Start		1	16	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	Total	Percent	Percent	
Time		15	20	25	30	31	35	40	45	50	55	60	65	70	75	80	85	90	95	100	105	110	115	120	125	130	135	140	145	
05/28/20		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
01:00		0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	24	24	
02:00		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	
03:00		3	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	20	23	
04:00		3	2	6	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11	23	24	
05:00		2	4	6	6	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13	24	26	
06:00		2	4	6	6	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13	24	26	
07:00		3	4	4	4	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13	24	26	
08:00		8	3	3	3	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17	25	31	
09:00		5	4	1	1	6	6	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17	28	28	
10:00		15	2	2	2	3	3	2	2	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	31	35	
11:00		9	3	6	6	3	3	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27	27	31	
12 PM		4	1	3	3	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	23	27	34	
13:00		4	1	4	4	3	3	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	24	24	27	
14:00		4	1	4	4	3	3	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13	28	28	31	
15:00		2	5	7	7	6	6	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21	28	29	29	
16:00		3	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	21	21	23	
17:00		3	2	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	24	24	28	
18:00		2	2	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	25	25	28	
19:00		0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	26	26	28	
20:00		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	12	12	14	
21:00		1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	
22:00		1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	18	19	
23:00		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	
Total		72	41	55	31	6	6	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	207			
Percent		34.8%	19.8%	26.6%	15.0%	2.9%	2.9%	0.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.5%	0.0%	0.0%	0.0%	0.0%				
AM Peak		10:00	05:00	04:00	09:00	09:00	10:00	09:00	09:00	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	10:00			
Vol.		15	4	6	6	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	24				
PM Peak		12:00	14:00	14:00	14:00	14:00	13:00	13:00	13:00	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14:00				
Vol.		4	5	7	6	6	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21				

Worcester County DPW - Roads Division
 5764 Worcester Highway
 Snow Hill, MD 21863
 410-632-2244

Site Code: 00000001
 Station ID:
 Fleetway Drive
 Fleetway Drive
 Latitude: 0' 0.0000 Undefined

East, West	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	85th Percent	95th Percent
Start	15	20	25	30	35	40	45	50	55	60	65	70	75	80			
Time	05/29/20	06:00	06:30	07:00	07:30	08:00	08:30	09:00	09:30	10:00	10:30	11:00	11:30	12:00			
05/29/20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	32	55	71	57	17	2	0	0	0	0	0	0	0	0	234		
Percent	13.7%	23.5%	30.3%	24.4%	7.3%	0.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	08:00	08:00	08:00	09:00	07:00	10:00									08:00		
Vol.	6	6	8	9	3	1									26		
PM Peak	12:00	13:00	12:00	12:00	12:00										12:00		
Vol.	4	9	10	8	3										27		

5

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

Site Code: 00000001

Station ID:

Fleetway Drive

Fleetway Drive

Latitude: 0' 0.0000 Undefined

East, West	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	85th Percent	95th Percent
Start	15	20	25	30	35	40	45	50	55	60	65	70	75	999	0	*	*
Time	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	0	*	*
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	19
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	27
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	24
09:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	32
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18	28
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21	28
12:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	27
13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	29
14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21	29
15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25	28
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	27
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	21
18:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11	29
19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13	28
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	28
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	32
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	28
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	29
Total	34	39	60	61	12	2	0	0	0	0	0	0	0	0	208		
Percent	16.3%	18.8%	28.8%	29.3%	5.8%	1.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	08:00	07:00	10:00	11:00	05:00	06:00									11:00		
Vol.	8	8	8	8	2	1									25		
PM Peak	15:00	13:00	14:00	14:00	14:00										15:00		
Vol.	3	4	5	5	1										13		

Worcester County DPW - Roads Division
 5764 Worcester Highway
 Snow Hill, MD 21863
 410-632-2244

Site Code: 00000001
 Station ID:
 Fleetway Drive
 Fleetway Drive
 Latitude: 0' 0.0000 Undefined

East, West	1	16	21	26	31	36	41	46	51	56	61	66	71	76	85th	95th
Start	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Percent	Percent
05/31/20	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	24
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*
02:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	29
03:00	0	0	3	2	0	0	0	0	0	0	0	0	0	0	5	28
04:00	1	4	3	4	0	0	0	0	0	0	0	0	0	0	12	27
05:00	0	3	1	1	0	0	0	0	0	0	0	0	0	0	5	26
06:00	1	3	3	2	0	0	0	0	0	0	0	0	0	0	9	26
07:00	0	2	6	4	1	0	0	0	0	0	0	0	0	0	13	28
08:00	6	0	3	5	1	1	0	0	0	0	0	0	0	0	15	29
09:00	1	5	5	4	0	0	0	0	0	0	0	0	0	0	7	24
10:00	2	2	2	1	0	0	0	0	0	0	0	0	0	0	14	27
11:00	1	4	5	4	0	0	0	0	0	0	0	0	0	0	13	31
12 PM	0	4	2	4	3	0	0	0	0	0	0	0	0	0	8	24
13:00	3	2	2	1	0	0	0	0	0	0	0	0	0	0	11	28
14:00	1	2	3	5	0	0	0	0	0	0	0	0	0	0	11	32
15:00	1	1	1	5	3	0	0	0	0	0	0	0	0	0	12	30
16:00	1	2	5	2	1	1	0	0	0	0	0	0	0	0	7	23
17:00	2	2	3	0	0	0	0	0	0	0	0	0	0	0	5	28
18:00	1	0	2	2	0	0	0	0	0	0	0	0	0	0	3	27
19:00	1	1	0	1	0	0	0	0	0	0	0	0	0	0	5	21
20:00	0	4	1	3	0	0	0	0	0	0	0	0	0	0	5	28
21:00	0	0	2	3	0	0	0	0	0	0	0	0	0	0	0	*
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*
Total	22	41	53	51	9	2	0	0	0	0	0	0	0	0	178	
Percent	12.4%	23.0%	29.8%	28.7%	5.1%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
AM Peak	08:00	09:00	07:00	08:00	07:00	08:00									08:00	
Vol.	6	5	6	5	1	1									16	
PM Peak	13:00	12:00	16:00	14:00	12:00	16:00									12:00	
Vol.	3	4	5	5	3	1									13	

Worcester County DPW - Roads Division

5764 Worcester Highway
Snow Hill, MD 21863
410-632-2244

Site Code: 00000001
Station ID:
Fleetway Drive
Fleetway Drive
Latitude: 0' 0.0000 Undefined

East, West	1	15	16	20	21	25	26	30	31	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	85th	95th
Start	1	15	16	20	21	25	26	30	31	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	85th	95th
Time	06/02/20	06/02/20	06/02/20	06/02/20	06/02/20	06/02/20	06/02/20	06/02/20	06/02/20	06/02/20	06/02/20	06/02/20	06/02/20	06/02/20	06/02/20	06/02/20	06/02/20	06/02/20	06/02/20	06/02/20	06/02/20	06/02/20	06/02/20	06/02/20	06/02/20	06/02/20	06/02/20	06/02/20
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
AM Peak	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00
Vol.	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
PM Peak	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00
Vol.	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4

Total	266	307	425	323	77	13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent	18.8%	21.7%	30.0%	22.8%	5.4%	0.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
15th Percentile																												
50th Percentile																												
85th Percentile																												
95th Percentile																												
Stats	10 MPH Pace Speed	21-30 MPH	Number in Pace	748	52.9%	4	0.3%	21 MPH	Mean Speed(Average)	21 MPH	Number of Vehicles > 55 MPH	Percent of Vehicles > 55 MPH	Mean Speed(Average)	21 MPH	Number of Vehicles > 55 MPH	Percent of Vehicles > 55 MPH	Mean Speed(Average)	21 MPH	Number of Vehicles > 55 MPH	Percent of Vehicles > 55 MPH	Mean Speed(Average)	21 MPH	Number of Vehicles > 55 MPH	Percent of Vehicles > 55 MPH	Mean Speed(Average)	21 MPH	Number of Vehicles > 55 MPH	Percent of Vehicles > 55 MPH

ITEM
15



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: June 29, 2020
SUBJECT: Traffic Concerns – Bishopville, MD

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

.....
After considering the concerns expressed in the attached email, I offer the following comments:

- Bishopville Road is a State Highway. We take maintenance responsibility of St. Martins Neck Road (SMNR) approximately 0.3 miles South of the intersection with Bishopville Road;
- St. Martins Neck Road is properly posted at 40 MPH which was lowered from 50 MPH many years ago;
- The intersection at MD RT 90 is controlled by a signal operated by SHA which gives preference to those traveling to Ocean City (OC) eastbound. Last year, SHA did extend a short right turn lane for those wishing to head towards Ocean Pines (OP) but as we know those taking SMNR are headed to OC, not OP. I believe they also adjusted the timing on the signal with no real consequences.

Should you have any questions in the mean time, please do not hesitate to contact me.

Attachment

cc: Frank Adkins

Subject: FW: Traffic Concerns - Bishopville MD

From: Kim Moses <kmoses@co.worcester.md.us>
Sent: Friday, June 19, 2020 4:14 PM
To: John Tustin <jtustin@co.worcester.md.us>
Cc: Frank Adkins <fadkins@co.worcester.md.us>; Weston S. Young <weston.young@co.worcester.md.us>
Subject: FW: Traffic Concerns - Bishopville MD

JT,

Please review the constituent concern below regarding weekend traffic and safety issues concerning Bishopville Road and St. Martin's Neck Road. Please advise by memo to the Commissioners the options available to address the section pertaining to St. Martin's Neck Road, the county road, for their consideration at a future meeting. We'll email SHA District Engineer Jay Meredith with regard to the Bishopville Road section and copy you on that correspondence.

Thanking you in advance for your assistance.

Kim Moses
Public Information Officer
Worcester County Government
One West Market Street, Room 1103
Snow Hill, MD 21863
410-632-1194 (Work)
410-632-3131 (Fax)

From: Michael Evans <we5evans@hotmail.com>
Sent: Friday, June 19, 2020 12:05 PM
To: commissioners <commissioners@co.worcester.md.us>
Subject: Traffic Concerns - Bishopville MD

I am writing in regard to the new "Ocean City Expressway", also known as Bishopville Road and St. Martin's Neck Road. It's no secret that traffic on the weekends on these two roadways has increased dramatically over the past few years, often resulting in backups as far as Lighthouse Sound and even as far as the Grove Market. But that's just an annoyance. What I'm writing about today is safety. Last Saturday my husband and I drove from our home in Bishopville to the Food Lion in Selbyville. In a matter of just one minute, we were involved in, not one, but two near head on collisions. Cars are speeding and driving recklessly on Bishopville Road, passing in no passing zones, and wreaking general havoc. Where are the police? Where is local law enforcement? This is a serious problem that will, sooner rather than later, result in serious traffic accidents. Something needs to be done. Pass an ordinance, or whatever, to close the road to local traffic only on Saturdays. Wayz will then have to take it off their app as an alternate route into Ocean City. St. Martin's Neck Road is a rural road.....it's not meant for this volume of traffic or the way these drivers are behaving. It is a road popular with bicyclists and joggers. I dare you to try and go the speed limit on either of these roads on a Saturday. You will be tailgated and harassed until they can pass you illegally. Please, please, please consider doing something before tragedy strikes. Anxiously awaiting your response, Judy Evans

Sent from [Mail](#) for Windows 10

Kim Moses

From: Kim Moses
Sent: Tuesday, June 30, 2020 3:44 PM
To: Weston S. Young; John Tustin; Harold Higgins
Cc: Kelly Shannahan
Subject: FW: Traffic Concerns - Bishopville Road and St. Martin's Neck Road

Jay Meredith, District 1 engineer for the Maryland State Highway Administration (SHA), provided an update today with regard to that the status of potential SHA options to address a constituent request to the county commissioners to help alleviate speeding and traffic congestion on MD Rt. 367, Bishopville Road, and St. Martin's Neck Road. These options are as follows:

- Waze and Google - SHA Traffic Operations Center staff work with both entities to reroute traffic away from state road construction projects. Mr. Meredith has asked SHA Traffic Operations Center staff to determine if Waze and Google can eliminate MD Rt. 367 from their lists of alternate routes, due to the congestion being created on this rural route (note that District 1 has not made such a request before to gauge what the response from either organization may be).
- Speed message signs – While these signs help reduce speeding, they have no effect on traffic congestion. Based on a recent meeting with Bishopville representatives to discuss options to reduce speed on MD Rt. 367, Mr. Meredith had initially planned to purchase and place a new speed message sign on that state road. However, due to recent state budget cuts, the contract to purchase additional speed message signs has been postponed for one to two years.
- Variable message signs – these too are limited resources; though, it may be possible to temporarily place a variable message sign at the intersection of U.S. Rt. 113 and MD Rt. 367 advising of heavy traffic congestion on MD Rt. 367. Mr. Meredith will determine if it is possible to place a message sign at this location prior to the start of the Fourth of July holiday weekend and other potential dates. However, please note that this resource is far too limited to plant at any one location on a long-term basis.

Mr. Meredith has agreed to keep us posted as additional information becomes available.

Thank you,

Kim Moses
Public Information Officer
Worcester County Government
One West Market Street, Room 1103
Snow Hill, MD 21863
410-632-1194 (Work)
410-632-3131 (Fax)



From: Kim Moses
Sent: Friday, June 19, 2020 4:24 PM

To: 'jmeredith@sha.state.md.us' <jmeredith@sha.state.md.us>
Cc: John Tustin <jtustin@co.worcester.md.us>; Weston S. Young <weston.young@co.worcester.md.us>
Subject: Traffic Concerns - Bishopville Road and St. Martin's Neck Road

Dear Mr. Meredith,

We are forwarding for your review and consideration the concerns outlined in a constituent email below regarding weekend traffic and safety issues on Bishopville Road and St. Martin's Neck Road. Worcester County Public Works is working to identify the options available to address the section pertaining to St. Martin's Neck Road, the county road, for the Worcester County Commissioners' consideration at a future meeting, and we would like to share SHA options to address congestion and traffic safety on Bishopville Road with them as well. If you have any questions or concerns, you are welcome to email or call me or Worcester County Public Works Director John Tustin.

Thanking you in advance for your assistance.

Kim Moses
Public Information Officer
Worcester County Government
One West Market Street, Room 1103
Snow Hill, MD 21863
410-632-1194 (Work)
410-632-3131 (Fax)



From: Michael Evans <we5evans@hotmail.com>
Sent: Friday, June 19, 2020 12:05 PM
To: commissioners <commissioners@co.worcester.md.us>
Subject: Traffic Concerns - Bishopville MD

I am writing in regard to the new "Ocean City Expressway", also known as Bishopville Road and St. Martin's Neck Road. It's no secret that traffic on the weekends on these two roadways has increased dramatically over the past few years, often resulting in backups as far as Lighthouse Sound and even as far as the Grove Market. But that's just an annoyance. What I'm writing about today is safety. Last Saturday my husband and I drove from our home in Bishopville to the Food Lion in Selbyville. In a matter of just one minute, we were involved in, not one, but two near head on collisions. Cars are speeding and driving recklessly on Bishopville Road, passing in no passing zones, and wreaking general havoc. Where are the police? Where is local law enforcement? This is a serious problem that will, sooner rather than later, result in serious traffic accidents. Something needs to be done. Pass an ordinance, or whatever, to close the road to local traffic only on Saturdays. Wayz will then have to take it off their app as an alternate route into Ocean City. St. Martin's Neck Road is a rural road.....it's not meant for this volume of traffic or the way these drivers are behaving. It is a road popular with bicyclists and joggers. I dare you to try and go the speed limit on either of these roads on a Saturday. You will be tailgated and harassed until they can pass you illegally. Please, please, please consider doing something before tragedy strikes. Anxiously awaiting your response, Judy Evans

Sent from Mail for Windows 10



ITEM
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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: June 29, 2020
SUBJECT: Stephen Decatur High School – Use of Worcester County Landfill Site in Berlin

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 letter from Joseph A. Stigler and Thomas Sites of June 12, 2020 in which they are requesting the County Commissioner's approval to utilize the Worcester County Landfill Site in Berlin as their home cross country course from mid-September through mid-October 2020.

This event has successfully taken place in the past. The Department of Public Works has no objections and would recommend allowing Stephen Decatur High School to utilize the facility again this fall for their upcoming season.

Given that this event occurs on an annual basis, we would also recommend the County Commissioners allow County Administration to authorize future use of the site for this event as long as no major changes are made to the logistics.

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

Attachment

cc: Mike Mitchell, Solid Waste Superintendent

Stephen Decatur High School

A Maryland Blue Ribbon School

9913 Seahawk Road
Berlin, Maryland 21811

Phone: 410-641-2171 Fax: 410-641-1135
Guidance: 410-641-2207



Principal: Thomas S. Sites

Co-Principals: Katherine G. Cater, Thomas C. Bunting, Leland D. Green, Trevor L. Hill

June 12, 2020

Dear County Commissioners:

I am writing to ask that you allow the Stephen Decatur High School Cross Country team to continue to use the Worcester County Landfill Site in Berlin as our home cross country course. Since 2007, Stephen Decatur has used this site as our home cross country course and the facility greatly adds to our success as a team and the experience that our runners have in our program. "Mt. Decatur" as we call it allows our team to prepare for the hilly and difficult courses that we will face during the course of a cross country season. Coaches often note that teams from the Eastern Shore are at a severe competitive disadvantage due to the fact that there are no courses on the Eastern Shore that have hills. Mt. Decatur was the exception to this rule and prepares our team, as well as other Bayside Conference teams, for competition against schools from the Western Shore. If we are not able to use this facility next year, we will be forced to run laps around the school for our home cross country course, which will be a severe detriment for our team and will negatively impact the experience our student-athletes have.

Some facts that you may like to know about our meets:

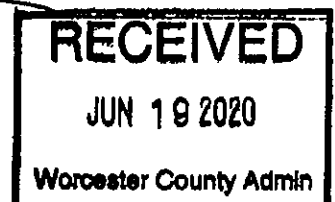
- We are scheduled to have 3 home meets this year (2020 Fall Season). The meets are: September 9th, October 14th and October 21st. The meets are scheduled for a Wednesday, a day in which the landfill is closed.
- We do course walkthroughs before we run a race to make sure that all runners have seen the course and know which way to go. The course is painted with arrows to show runners which way to go at every turn. Additionally, there are approximately 20 cones set out to mark turns for runners. The tall grass is cut into paths. The course is cut into tall grass, so that runners cannot run off course. Additionally, we have parents, coaches and athletes at key turns to show runners where to go. We have never had problems with runners getting lost.
- Generally, approximately 50 spectators attend the meets, but this number can vary. There are specific paths cut out for spectators and athletes to walk the course. Spectators stand at the top of the hill as this is the best place to see the runners come by.
- Smoking is prohibited at all Stephen Decatur High School athletic functions. Coaches will address this situation if necessary, but we have never had problems with this in the past. Generally, it is distasteful to smoke while kids are running a 3 mile race. Additionally, there is an administrator on duty who looks out for these kinds of things and addresses them when appropriate.
- Parking is available for all buses and spectators at the Stephen Decatur Middle School Athletic fields.
- Meets start at 4pm and generally last until about 6pm. Athletes from other schools typically begin arriving at about 3:15.
- Runners do not leave site and do not run on any roadways. All running is done on trails.
- There is a trained athletic trainer on site for meets. The trainer has a golf cart which allows her to get to athletes quickly in the event of an injury.

If there is any information that I did not cover, or if you have any questions, please feel free to contact me via phone (443-614-9554) or email (JASigler@worcesterk12.org). I would encourage all of you to come out to a cross country practice or come to a cross country meet to truly understand what a great asset the facility is to the SDHS Cross Country Team and to the Bayside Conference. Thank you for your continued support of Stephen Decatur High School and the SDHS Cross Country Program.

Sincerely,

Joseph A. Stigler
Cross Country Coach

Thomas Sites
Principal





ITEM
18

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

OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

JESSICA R. WILSON, CPA
ASSISTANT FINANCE OFFICER

MEMORANDUM

TO: Harold Higgins, Chief Administrative Officer
FROM: Jessica Wilson, Assistant Finance Officer *JW*
DATE: June 30, 2020
RE: Mystic Harbour Effluent Disposal closing documents
.....

The Mystic Harbour Effluent Disposal Project cost is \$3,450,000 and is funded through USDA.

The funding committed is as follows:

USDA loan #1	\$2,450,000
USDA grant #1	750,000
USDA loan #2	170,000
USDA grant #2	80,000
<u>Total funding</u>	<u>\$3,450,000</u>

Attached for your review and approval are the loan resolution, bond resolution, and loan closing documents relating to the second loan of \$170,000 from USDA. These documents have been reviewed by our bond counsel, Fabian Waters, as well as USDA. We recommend you approve and sign these documents for this project.

LOAN RESOLUTION
(Public Bodies)A RESOLUTION OF THE Board of County Commissioners of Worcester County, Maryland

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

Mystic Harbour Effluent Disposal and Refuse Facilities

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the County Commissioners of Worcester County, Maryland

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

One Hundred Seventy Thousand & 00/100pursuant to the provisions of the Local Government Article and the Environment Article of the Annotated Code of Maryland, and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legally permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ 80,000.00

under the terms offered by the Government; that the President

and Chief Administrative Officer of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was:

Yeas

7

Nays

0

Absent

0

IN WITNESS WHEREOF, the Board of County Commissioners of Worcester County, Maryland

has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this

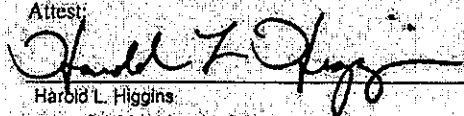
20th

November 2018

day of

(SEAL)

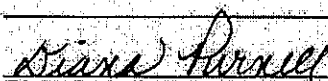
Attest:



Harold L. Higgins

Title Chief Administrative Officer

By



Diana Purnell

Title

President

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ President _____ of the _____ County Commissioners of Worcester County, Maryland _____ hereby certify that the _____ Board of County Commissioners _____ of such Association is composed of _____ members, of whom, _____ constituting a quorum, were present at a meeting thereof duly called and held on the _____ day of _____, _____; and that the foregoing resolution was adopted at such meeting by the vote shown above, I further certify that as of _____ the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been rescinded or amended in any way.

Dated, this _____ day of _____ .

Joseph M. Mitrecic

Title President, County Commissioners of Worcester County, Maryland

DRAFT

RESOLUTION No. ____ - ____

RESOLUTION PROVIDING FOR ISSUANCE OF
\$170,000 PUBLIC FACILITY BOND
(MYSTIC HARBOUR EFFLUENT DISPOSAL AND REUSE PROJECT)
SERIES 2020

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY (THE "BOARD") PROVIDING FOR THE ISSUANCE AND SALE BY COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND (THE "COUNTY") OF ITS PUBLIC FACILITY BOND (MYSTIC HARBOUR EFFLUENT DISPOSAL AND REUSE PROJECT), SERIES 2020, IN THE PRINCIPAL AMOUNT OF \$170,000 (THE "BOND"), TO BE ISSUED PURSUANT TO THE AUTHORITY OF SECTION 11-401 AND SECTIONS 19-501 TO 19-510 OF THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, SECTIONS 9-601 TO 9-699 OF THE ENVIRONMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND AND SECTION PW5-204 OF THE CODE OF PUBLIC LOCAL LAWS OF WORCESTER COUNTY, MARYLAND; PROVIDING FOR THE FORM, TENOR, DENOMINATION, MATURITY DATE AND OTHER PROVISIONS OF THE BOND; PROVIDING FOR THE SALE OF THE BOND TO THE UNITED STATES OF AMERICA, ACTING THROUGH RURAL UTILITIES SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE, FOR THE PURPOSE OF (1) FINANCING AND REFINANCING A PORTION OF THE COSTS OF PLANNING, DESIGN AND CONSTRUCTION OF AN EFFLUENT DISPOSAL AND REUSE PROJECT FOR THE MYSTIC HARBOUR SERVICE AREA (THE "PROJECT"), AND COSTS, FEES AND EXPENSES INCURRED BY THE COUNTY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE BOND; PROVIDING THAT THE BOND SHALL BE ISSUED AND SOLD UPON THE FULL FAITH AND CREDIT OF THE COUNTY; PROVIDING FOR THE DISBURSEMENT OF THE PROCEEDS OF THE SALE OF THE BOND; AUTHORIZING THE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY TO SPECIFY, PRESCRIBE, DETERMINE, PROVIDE FOR OR APPROVE CERTAIN MATTERS, DETAILS, FORMS, DOCUMENTS OR PROCEDURES APPROPRIATE TO THE AUTHORIZATION, SALE, SECURITY, ISSUANCE, DELIVERY, OR PAYMENT OF OR FOR THE BOND; PROVIDING FOR THE ASSESSMENT AND LEVY IN EACH YEAR, SO LONG AS ANY PORTION OF THE BOND IS OUTSTANDING AND UNPAID, OF (1) ASSESSMENTS ON AN EQUIVALENT DWELLING UNIT ("EDU") BASIS, CHARGES AND, IF NECESSARY, AD VALOREM TAXES ON ALL PROPERTY IN THE MYSTIC HARBOUR SERVICE AREA TO PAY THE PRINCIPAL OF AND INTEREST ON THE BOND, AND (2) IF NECESSARY, AD VALOREM TAXES ON ALL REAL AND PERSONAL PROPERTY SUBJECT TO TAXATION WITHIN WORCESTER COUNTY, SUFFICIENT, TOGETHER WITH OTHER AVAILABLE FUNDS, TO PROVIDE FUNDS FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BOND AS THEY SHALL RESPECTIVELY BECOME DUE AND PAYABLE; AND GENERALLY PROVIDING FOR AND DETERMINING VARIOUS MATTERS IN CONNECTION THEREWITH.

RECITALS

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County Commissioners of Worcester County, Maryland (the "County"), is a body politic and corporate and a political subdivision duly formed and existing under the Constitution and the Laws of the State of Maryland.

Pursuant to Section 11-401 and Sections 19-501 to 19-510 of the Local Government Article of the Annotated Code of Maryland, as amended (the "Act"), and Sections 9-601 to 9-699, inclusive, of the Environment Article of the Annotated Code of Maryland, as amended (the "Sanitary District Act"), the County is authorized to issue its general obligation bonds and pledge the full faith and credit of the County in the manner prescribed in the Sanitary District Act to pay all or a portion of the costs of a project (as defined in the Sanitary District Act); and pursuant to Section PW5-204 of Subtitle II of Title 5 of the Public Works Article of the Code of Public Local Laws of Worcester County ("Section PW5-204") and Section 11-401 of the Local Government Article of the Annotated Code of Maryland, the County is authorized, among other things, (a) to exercise all the powers of a water or sewer authority or sanitary district or commission, and (b) to acquire, construct, operate and maintain water and sewerage systems as the Board of County Commissioners of Worcester County (the "Board") considers to be in the public interest and necessary to protect the general health and welfare. The County has determined that (a) a public need exists in Worcester County to finance and refinance a portion of the costs of an effluent disposal and reuse project for the Mystic Harbour Service Area (the "Service Area") (the "Project"), and (b) the financing of the costs of the Project is a proper public purpose which may be financed by the issuance of the County's general obligation Bond pursuant to the Act and the Sanitary District Act.

Pursuant to the authority granted to it under the Act, the Sanitary District Act and Section PW5-204 (collectively, the "Enabling Legislation"), the County desires (a) to provide by resolution for the issuance of the County's general obligation bond in the principal amount of \$170,000 (the "Bond"), and to pledge its full faith and credit and taxing power to the repayment thereof, for the purpose of (i) financing a portion of the costs of the Project, and (ii) paying costs, fees and expenses incurred by the County in connection with the issuance and sale of the Bond (provided that the amount so borrowed shall be used for no other purpose whatsoever except as expressly provided herein or as expressly authorized by the Board), (b) to prescribe the manner of the sale of the Bond and the terms and conditions under which it shall be offered for sale, to provide for the use of the proceeds of the sale of the Bond, (c) to provide for and determine various matters in connection therewith and (d) to assess and levy, in each year, so long as any portion of the Bond is outstanding and unpaid, assessments on an equivalent dwelling unit ("EDU") basis on all properties in the Service Area, charges and, if necessary, ad valorem taxes on all real and personal property subject to taxation within first, the Service Area and second, Worcester County, sufficient in rate and amount, together with other moneys available therefor, to pay the interest payable in that year on the Bond and the principal of the Bond maturing in that year.

The County has obtained a written commitment dated September 7, 2018 from the United States of America, acting through Rural Utilities Service, United States Department of Agriculture (hereinafter referred to as "the Government") to purchase the Bond and it is the

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intention of the County by this Resolution to provide for the issuance and sale of the Bond to the Government.

NOW, THEREFORE, in accordance with the Enabling Legislation:

SECTION 1. BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That all terms used herein with an initial capital letter and defined in the Recitals hereof shall have the meanings given such terms therein, unless the context clearly indicates a contrary meaning.

SECTION 2. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, (a) That the County shall borrow upon its full faith and credit and issue and sell upon the Bond upon its full faith and credit in the principal amount of One Hundred Seventy Thousand Dollars (\$170,000), pursuant to the authority of the Enabling Legislation and to be known as the "County Commissioners of Worcester County, Maryland Public Facility Bond (Mystic Harbour Effluent Disposal and Reuse Project), Series 2020" (the "Bond"). The proceeds from the sale of the Bond shall be used for the purpose of providing permanent financing for a portion of the costs of the Project, including, without limitation, paying costs, fees and expenses incurred by the County in connection with the issuance and sale of the Bond.

(b) The County expects to reimburse a portion of the funds expended by the County upon the Project with proceeds of the Bond, and to pay, or reimburse the County for the payment of, costs, fees and expenses incurred by the County in connection with the issuance and sale of the Bond.

(c) The Bond shall be sold to the Government and shall be dated as of the date of delivery to the Government (the "Closing Date"); shall be issued as a single, fully-registered bond in the principal amount of \$170,000; shall be numbered R-1; and shall be initially registered in the name of "United States of America, acting through Rural Utilities Service, United States Department of Agriculture".

(d) The Bond shall bear interest at a rate equal to the lower of (i) 1.500% per annum (i.e., the interest rate set by the Government at the time it approved the issuance of the Bond) or (ii) the market rate established by the Government for the calendar quarter in which the Bond is issued in accordance with Section 1780.13 of Title 7 of the Code of Federal Regulations;

(e) The Bond shall be repaid as follows: installments of principal and interest shall be payable on sums actually advanced on the date which is three full months following the Closing Date, and quarterly thereafter, the principal and interest on the Bond shall be payable in 160 equal consecutive quarterly installments. The entire unpaid principal balance of the Bond and all accrued and unpaid interest thereon shall be due and payable 40 years following the Closing Date. Payments of the principal amount of and interest on the Bond shall be made by the County through the Preauthorized Debit (PAD) process, so long as the Bond is registered in the name of the Government, unless otherwise required by the Government. Notwithstanding the foregoing, the County and the Government may agree to any other commercially reasonable method of

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payment of principal of and interest on the Bond (including, by way of illustration and not in limitation, by wire or electronic funds transfer).

(f) The single, fully-registered bond shall be in substantially the form set forth in Exhibit A hereto, which form, together with the statement of maturity of quarterly installments of principal and interest therein set forth and all of the covenants and conditions therein contained, is hereby adopted by the Board as and for the form of obligation to be incurred by the County and such covenants and conditions are hereby made binding upon the County, including the promise to pay therein contained.

(g) The Chief Administrative Officer of the County (the "Chief Administrative Officer") shall maintain a register for the registration of the Bond and transfer of ownership thereof and shall act as Bond registrar.

SECTION 3. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the Bond shall be executed on behalf of the County by the President of the Board by his or her manual signature and shall bear the corporate seal of the County attested by the manual signature of the Chief Administrative Officer. In the event that any official whose signature shall appear on the Bond shall cease to be such official prior to the delivery of the Bond such signature shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery.

SECTION 4. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the payment of the principal of and interest on the Bond when due and payable shall be backed by the full faith and credit of the County. However, it is intended that the debt service on the Bond shall be paid first from the source described in Section 9(e)(i) of this Resolution and second from the source described in Section 9(e)(ii) and (iii) of this Resolution.

SECTION 5. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, (a) That the County may prepay on any payment date the entire unpaid principal amount of the Bond or, from time to time in the inverse chronological order of the installments of principal, such lesser portion thereof as the County may determine, in an amount equal to the principal amount to be prepaid plus accrued interest to the date of such payment.

(b) Unless notice of prepayment shall be waived in writing by the registered owner of the Bond, a notice calling for prepayment of the installments of principal to be prepaid shall be mailed by the County, postage prepaid, at least 30 days prior to the prepayment date, to the registered owner of the Bond, at its last address appearing on the registration books kept by the County. Such notice shall specify the installments of principal to be prepaid, the date fixed for prepayment and the prepayment price, and shall further state that on such date the installments of principal called for prepayment will be due and become payable and shall be paid through the Preauthorized Debit (PAD) process, so long as the Bond is registered in the name of the Government (unless otherwise required by the Government or unless the County and the Government agree to another commercially reasonable method of prepayment (including, by

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way of illustration and not in limitation, by wire or electronic funds transfer)), and that from and after such date, interest thereon shall cease to accrue. Provided, however, that failure to mail any such notice or any defect in the notice so mailed, or in the mailing thereof, shall not affect the validity of any prepayment proceedings, except where the Government is the registered owner.

(c) On the date designated for prepayment, notice having been mailed or waived, and moneys for the payment of the prepayment price plus accrued interest being held by the County, the installments of principal so called for prepayment shall become due and payable at the prepayment price provided for prepayment of such installments of principal on such date, interest on such installments of principal so called for prepayment shall cease to accrue, and the registered owner of the Bond shall have no rights in respect to the installments of principal so called for prepayment except to receive payment of the prepayment price thereof, plus accrued interest thereon to the prepayment date from such moneys held by the County. (Notwithstanding the foregoing sentence, if the Government is the registered owner of the Bond, interest will cease to accrue on the principal so called for prepayment upon payment through the Preauthorized Debit (PAD) process, so long as the Bond is registered in the name of the Government (unless otherwise required by the Government or unless the County and the Government agree to another commercially reasonable method of prepayment (including, by way of illustration and not in limitation, by wire or electronic funds transfer)); and, if the Government has assigned the Bond and insured the payment thereof, interest will cease to accrue on the principal so called for prepayment on the effective date of such prepayment. The effective date of every such payment made by the County, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by the County, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.)

SECTION 6. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, In case the Bond shall become mutilated or be destroyed, lost or stolen, the County may cause to be executed and delivered a new Bond of like date and tenor and bearing the same or a different number, in exchange and substitution for each Bond mutilated, destroyed, lost or stolen, upon the registered owner paying the reasonable expenses and charges of the County in connection therewith and, in the case of any Bond being destroyed, lost or stolen upon the registered owner filing with the County evidence satisfactory to it that such Bond was destroyed, lost or stolen, and his ownership thereof, and furnishing the County with indemnity satisfactory to it, except that when the Government is the registered owner, no indemnity will be required. Any Bond so issued in substitution for a Bond so mutilated, destroyed, lost or stolen shall constitute an original contractual obligation on the part of the County and of the County under this Resolution whether or not the Bond in exchange for which said new Bond is issued shall at any later date be presented for payment and such payment shall be enforceable by anyone, and any such new Bond shall be entitled to the benefits of this Resolution, in the manner and to the extent provided herein.

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SECTION 7. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the President of the Board is hereby authorized, prior to execution and delivery of the Bond, to make such changes or modifications in the Bond as may be required or deemed appropriate by the President of the Board in order to accomplish the purpose of the transactions authorized by this Resolution, provided that such changes shall be within the scope of the transactions authorized by this Resolution; and the execution of the Bond by the President of the Board shall be conclusive evidence of the approval by the President of the Board of all changes or modifications in the form of the Bond and the due execution of the Bond on behalf of the County, and the Bond shall thereupon become binding upon the County in accordance with its terms.

SECTION 8. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, (a) The proceeds of the Bond shall be paid to or for the account of the County as determined by the Chief Administrative Officer, and shall be used, in the following priority when and as required, and when approved by the Government (if the Government is the registered owner), to pay:

(i) all costs and expenses incurred in connection with the design and construction of the Project (including costs of planning, engineering and inspections);

(ii) all fees and expenses of bond counsel and counsel to the County in connection with the authorization, issuance and sale of the Bond; and

(iii) the cost of printing and delivery of the Bond, if any.

(b) For the purposes of this Resolution the cost of the design and construction of the Project shall embrace the cost of designing and constructing the same and, without intending thereby to limit or restrict any proper definition of such costs under the provisions of this Resolution or the Act, shall include the following: expenses of administration properly chargeable to the Project, legal expenses and fees, financing charges, costs of audits and of preparing and issuing the Bond, planning, engineering and inspection expenses and all other items of expense not elsewhere in this Resolution specified, incident to the design, construction and equipping of the Project, the financing thereof, the placing of the same in operation (including the initial premiums on any insurance required or obtained by the County) and any abstracts of title, title insurance, cost of surveys and other expenses in connection with such design and construction.

(c) After the design and construction of the Project have been completed and the Project is in operation and all costs and expenses in connection therewith have been paid, any balance of the proceeds of the sale of the Bond which have been advanced to the County shall be applied to the next maturing principal installments of the Bond, and, in the event the entire proceeds of the Bond have not been advanced to the County, the payments of principal and interest provided for in Section 2 of this Resolution will be adjusted accordingly.

Pending expenditure as contemplated hereby, the County may invest all or part of such balance of the proceeds of sale of the Bond in such manner as may be permitted by law;

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provided, however, that no such investment shall be made which would cause the Bond to be an "arbitrage bond", as more fully set forth in Section 13 below.

SECTION 9. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the County covenants with and for the benefit of the registered owner from time to time of the Bond, that so long as the Bond or installments of principal thereunder shall remain outstanding and unpaid:

(a) The County will duly and punctually pay, or cause to be paid, to the registered owner of the Bond the principal of the Bond and interest accruing thereon, at the dates and places and in the manner mentioned in the Bond, according to the true intent and meaning thereof.

(b) The County will promptly proceed to design and construct the Project. The County will, upon the completion of the design and construction of the Project, operate and maintain the Project in good operating condition.

(c) The County will pay all taxes and assessments or other municipal or governmental charges, if any, lawfully levied or assessed upon or in respect of the Project or any part thereof, or any revenues therefrom, when the same shall become due. It will duly observe and comply with all valid requirements of any municipal or governmental authority relative to the Project or any part thereof, and will not create or suffer to be created any lien or charge (except for liens or charges, if any, validly created and existing as of the date of delivery to the Government) on the Project or any part thereof, or upon the revenues therefrom. It will pay or cause to be discharged within a reasonable time after the same shall accrue, any such lien or charge and also all lawful claims and demands for labor, materials, supplies, or other objects which, if unpaid, might by law become a lien upon the Project or any part thereof, or the revenues therefrom; providing, however, that nothing herein contained shall require the County to pay or to cause to be discharged or make provision for, any such lien, charge, claim or demand so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

(d) The County will (i) establish and enforce reasonable rules and regulations covering the use and operation of the Project and each and every part thereof, (ii) comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body which may be applicable to the Project, and (iii) observe and comply with all of the provisions of the Act as now in force and effect or as the same may be hereafter from time to time amended.

(e) The County covenants that in accordance with the provisions of the Act, it will cause to be levied against all assessable property within the Service Area, annually, so long as any of the Bond is outstanding and not paid; (i) assessments on an EDU basis on all properties in the Service Area in rate and amount sufficient to pay such principal of and interest on the Bond as and when due and payable; (ii) if, in any taxable year for property taxes in Worcester County, the County determines that there will be insufficient assessments on an EDU basis or other funds available to pay principal of and interest on the Bond during such taxable year, a tax on all assessable property within the geographical limits of the Service Area without limitation as to rate or amount and sufficient to provide such sum or sums as the County may deem sufficient

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and necessary in conjunction with any further funds then available for the purpose, to pay the principal of and interest on the Bond as the same become due and payable; (iii) in the event that the taxes so levied in any fiscal year shall prove inadequate for the above purposes, the County shall cause to be levied additional taxes in the succeeding fiscal year to make up such deficiency; and (iv) the full faith and credit of the County is hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bond as the same become due.

SECTION 10. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the County covenants and agrees that so long as the Government is the registered owner of the Bond:

(a) It will provide for, execute, and comply with Form RD 400-4, "Assurance Agreement"; and Form RD 400-1, "Equal Opportunity Agreement", including an "Equal Opportunity Clause", which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.

(b) It will indemnify the Government for any payments made or losses suffered by the Government on behalf of the County in connection with the Project. Such indemnification shall be payable from the same source of funds pledged to pay the Bond or any other legally permissible source.

(c) Upon default in the payments of any principal and accrued interest on the Bond or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan evidenced by the Bond, the Government, at its option, may (i) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (ii) for the account of the County incur and pay reasonable expenses for repair, maintenance, and operation of the Project and such other reasonable expenses as may be necessary to cure the cause of default, and/or (iii) take possession of the Project, repair, maintain and operate or rent the Project. Default under the provisions of this Resolution or any instrument incident to the making or insuring of the loan evidenced by the Bond may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the County, and default under any such instrument may be construed by the Government to constitute default hereunder.

(d) It will not sell, transfer, lease or otherwise encumber the Project or any portion thereof or interest therein, and will not permit others to do so, without the prior written consent of the Government.

(e) It will not defease the Bond or borrow money from any source or enter into any contract or agreement or incur any other liabilities in connection with making enlargements, extensions or improvements to the Project (exclusive of normal maintenance) without obtaining the prior written consent of the Government if such undertaking would involve the source of funds pledged to payment of the Bond.

(f) It will place the proceeds of the Bond on deposit in an account and in a manner approved by the Government; the proceeds of the Bond may be deposited in institutions insured

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by the State of Maryland or the Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.

(g) It will comply with applicable Federal and State laws and regulations and continually operate and maintain the Project in good condition.

(h) It will impose and collect the taxes, rates and charges above set forth; all use of the Project shall be subject to the full rates prescribed in the rules and regulations of the County; and no free use of the Project will be permitted.

(i) It will cause to be levied and collected such taxes and assessments as may be necessary to continually operate and maintain the Project in good condition, establish adequate reserves and meet installments on the Bond when the same become due if, for any reason, gross revenues are insufficient.

(j) It will (i) establish and maintain such books and records relating to the operation of the Project and its financial affairs and provide for the annual audit thereof in such manner as may be required by the Government, (ii) provide the Government, without its request, a copy of each such audit, (iii) make and forward to the Government such additional information and reports as it may from time to time require, and (iv) provide the Government at all reasonable times access to all books and records relating to the Project and access to the property of the Project so that the Government may ascertain that the County is complying with the provisions hereof and of the instruments incident to the purchase of the Bond by the Government.

(k) It will serve any applicant within the service area of the Project who desires services and can be feasibly and legally served, and will obtain the concurrence of the Government prior to refusing services to such applicant. Upon failure to provide services which are feasible and legal, such applicant shall have a direct right of action against the County pursuant to this Resolution.

(l) It will not (i) cause or permit any voluntary dissolution of its organization, (ii) merge or consolidate with any other organization, or (iii) dispose of or transfer its title to the Project or any part thereof, including land and interests in land, by sale, mortgage, lease or other encumbrance, without obtaining the prior written consent of the Government.

(m) It will comply with the measures identified in the Government's environmental impact analysis for the Project for the purpose of avoiding or reducing the adverse environmental impacts of the Project's construction or operation.

(n) It will acquire and maintain such insurance coverage including fidelity bonds as may be required by the Government.

SECTION 11. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That, if at any time while the Government is the registered owner of the Bond, it shall appear to the Government that the County is able to

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refinance the principal amount then outstanding on the Bond, in whole or in part, by obtaining a loan for such purposes from responsible cooperative or private sources, at reasonable rates and terms for loans for similar purposes and periods of time, the County will, as required by Section 333(c) of the Consolidated Farm and Rural Development Act of 1961 (7 U.S.C. 1983((c)) upon request of the Government, apply for and accept such loan in sufficient amount to repay the Government and will take all such action as may be required in connection with such loan.

SECTION 12. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the provisions of this Resolution shall constitute a contract with the purchaser and registered owner from time to time of the Bond, and this Resolution shall not be repealed, modified or altered while the Bond or any portion thereof remain outstanding and unpaid.

SECTION 13. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, (a) That the County covenants that it will not make any use of the proceeds of the Bond or any moneys, securities or other obligations on deposit to the credit of the County or otherwise which may be deemed by the Internal Revenue Service to be proceeds of the Bond pursuant to Section 148 of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder (collectively, the "Code"), which would cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code.

(b) The County further covenants that it will comply with those provisions of Section 148 of the Code which are applicable to the Bond on the date of issuance of the Bond and which may subsequently lawfully be made applicable to the Bond. To the extent that provisions of Section 148 of the Code apply to only a portion of the Bond, proceeds thereof or other moneys, securities or other obligations deemed to be proceeds, it is intended that the covenants of the County contained in this Section of this Resolution be construed so as to require the County to comply with Section 148 of the Code only to the extent of such applicability.

(c) The County further covenants that it will not (i) take any action, (ii) fail to take any action, or (iii) make any use of the proceeds of the Bond, which would cause the interest on the Bond to be or become subject to federal income taxes in the hands of the registered owners thereof.

SECTION 14. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the Bond shall be sold to the Government for cash at a price of par in accordance with the terms and provisions of this Resolution.

SECTION 15. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the President of the Board, the Chief Administrative Officer, the Finance Officer of the County and other officials of the County are hereby authorized and empowered to do all such acts and things, and to execute, acknowledge, seal and deliver such documents and certificates, as the President of the Board may determine to be necessary to carry out and comply with the provisions of this Resolution, subject to the limitations set forth in, the Enabling Legislation and any limitations set forth in this Resolution.

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SECTION 16. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the Board hereby finds that (a) the Project is a “project” within the meaning of Section 9-601(j) of the Sanitary District Act, and (b) the completion of the Project is in the public interest of the citizens of the Service Area and of Worcester County and necessary to protect the general health and welfare of the residents of Worcester County.

SECTION 17. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That the provisions of this Resolution are severable, and if any provision, sentence, clause, section or part hereof is held to be illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Resolution or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Resolution would have been passed if such illegal, invalid or unconstitutional provision, sentence, clause, section or part had not been included herein, and if the person or circumstances to which this Resolution or any part hereof are inapplicable had been specifically exempted herefrom.

SECTION 18. AND BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WORCESTER COUNTY, That this Resolution shall become effective as of the date of its passage and approval by the Board.

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Passed and approved this ____ day of
_____, ____:

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Harold L. Higgins,
Chief Administrative Officer

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Commissioner

Madison J. Bunting, Jr., Commissioner

James C. Church, Commissioner

Joshua C. Nordstrom, Commissioner

Diana Purnell, Commissioner

United States of America
 State of Maryland
 County Commissioners of Worcester County, Maryland
 Public Facility Bond
 (Mystic Harbour Effluent Disposal and Reuse Project)
 Series 2020
 Dated _____, _____

No. R-1

\$170,000

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, a public corporate body duly organized and existing under the Constitution and laws of the State of Maryland (the "District"), hereby promises to pay to UNITED STATES OF AMERICA, acting through RURAL UTILITIES SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE, or its successors (the "Government"), or its registered assigns, the principal amount of One Hundred Seventy Thousand Dollars (\$170,000), plus interest on the unpaid principal balance of sums actually advanced at the rate of ____% per annum, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payments to be made as follows: (a) commencing on the ____ day of _____, _____, and on the same day of each _____, _____, and _____ thereafter to and including the ____ day of _____, [Date of Maturity], equal quarterly payments of principal and interest in the amount of _____ (\$_____) shall be due and payable; and (b) the entire unpaid principal balance and all accrued and unpaid interest thereon shall be due and payable on the ____ day of _____, [Date of Maturity]. Payments made on the indebtedness evidenced hereby, regardless of when made, shall be applied first to interest computed to the payment due date and next to principal. Other payments (regardless of the source of funds from which such payments may be made) which, after payment of interest to the payment date if the quarterly payment is insufficient to pay all such interest, shall be applied to the principal last to become due hereunder and shall not affect the obligation of the County to pay the remaining installments as scheduled. Payment of the principal and interest shall be made at the offices of the County, One West Market Street, Snow Hill, Maryland, 21863, or, so long as the Government is the registered owner of this Bond, through the Preauthorized Debit (PAD) process (unless otherwise required by the Government or unless the County and the Government agree to another commercially reasonable method of payment (including, by way of illustration and not in limitation, by wire or electronic funds transfer)).

This bond, designated as "County Commissioners of Worcester County, Maryland Public Facility Bond (Mystic Harbour Effluent Disposal and Reuse Project), Series 2020" (the "Bond"), is a general obligation of the County, a body politic and corporate and a code county of the State of Maryland (the "County"), in the principal amount of \$170,000, and has been duly issued by the County for the purpose of financing a portion of the costs of the planning, design and construction of effluent disposal and reuse Project for the Mystic Harbour Service Area, in Worcester County, Maryland, and costs, fees and expenses of issuance incurred by the County in

connection with the issuance of the Bond.

This Bond is issued pursuant to the authority of Sections 11-401 and 19-501 through 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, Sections 9-601 to 9-699, inclusive, of the Environment Article of the Annotated Code of Maryland and Section PW5-204 of Subtitle II of Title 5 of the Public Works Article of the Code of Public Local Laws of Worcester County (collectively, the "Enabling Legislation"). This Bond is issued upon the full faith and credit of the County and is the unconditional general obligation of the County.

In any case where any date of payment of interest or of principal and interest on the Bond, or the date fixed for any prepayment of the Bond, shall be a Saturday, Sunday or legal holiday observed by the County, then payment of such interest or principal and interest need not be made on such date but may be made on the next succeeding day which is not a Saturday, Sunday or legal holiday observed by the County, and interest shall continue to accrue until the date such payment is actually made.

The County may prepay on any payment date the entire unpaid principal amount of the Bond or, from time to time in the inverse chronological order of the installments of principal, such lesser portion thereof as the County may determine, at the principal amount thereof plus accrued interest to the date of such payment.

Unless notice of prepayment shall be waived in writing by the registered owner of the Bond, a notice calling for prepayment of the installments of principal to be prepaid shall be mailed by the County, postage prepaid, at least 30 days prior to the prepayment date, to the registered owner of the Bond, at its address appearing on the registration books kept by the County as provided in the Bond Resolution adopted on _____, _____ (the "Bond Resolution"), by the Board of County Commissioners of Worcester County, the governing body of the County. Such notice shall specify the installments of principal to be prepaid, the date fixed for prepayment and the prepayment price, and shall further state that on such date the installments of principal called for prepayment will be due and become payable through the Preauthorized Debit (PAD) process, so long as this Bond is registered in the name of the Government (unless otherwise required by the Government or unless the County and the Government agree to another commercially reasonable method of prepayment (including, by way of illustration and not in limitation, by wire or electronic funds transfer)), and that from and after such date, interest thereon shall cease to accrue. Provided, however, that failure to mail any such notice or any defect in the notice so mailed, or in the mailing thereof, shall not affect the validity of any prepayment proceedings, except where the Government is the registered owner.

On the date designated for prepayment, notice having been published or waived, and moneys for the payment of the prepayment price plus accrued interest being held by the County, the installments of principal so called for prepayment shall become due and payable at the prepayment price provided for prepayment of such installments of principal on such date, interest on such installments of principal so called for prepayment shall cease to accrue, and the registered owner of the Bond shall have no rights in respect to the installments of principal so called for prepayment except to receive payment of the prepayment price thereof, plus accrued

interest thereon to the prepayment date from such moneys held by the County.

The County may treat the person in whose name the Bond is registered as the absolute owner hereof, whether or not the Bond shall be overdue, for the purpose of receiving payment thereof and for all other purposes whatsoever, and shall not be affected by any notice to the contrary, except as provided below.

The Bond is assignable and upon such assignment the assignor shall promptly notify the County by registered mail, and the assignee shall surrender the Bond to the County for transfer on the registration records and verification of the principal amount hereof and interest hereon paid or unpaid, and every such assignee shall take the Bond subject to such condition.

If the total amount of the indebtedness evidenced hereby is not advanced at the time of delivery hereof, the proceeds hereof shall be advanced to the County as requested by the County and approved by the Government, if necessary, and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto and made a part hereof. In the event the entire proceeds hereof are not advanced to the County, the payments of principal and interest hereinabove provided for shall be adjusted accordingly.

If the Government at any time assigns the Bond and insures the payment thereof, the County shall continue to make payments to the Government as collection agent for the holder.

While the Bond is held by an insured lender, prepayments as above authorized made by the County may, at the option of the Government, be remitted by the Government to the holder promptly or, except for the final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by the County, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by the County, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security hereof, or otherwise under the terms of any security or other instrument executed in connection with the indebtedness evidenced hereby, at the option of the Government, shall become a part of and bear interest at the same rate as the principal of the indebtedness evidenced hereby and be immediately due and payable by the County to the Government without demand. The County agrees to use the proceeds hereof solely for purposes authorized by the Government.

The County hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing rates and terms in or near its community for loans for similar purposes and periods of time, and its legal borrowing authority and powers.

If at any time it shall appear to the Government that the County is able to refinance the principal amount then outstanding on the Bond, in whole or in part, by obtaining a loan for such purposes from responsible cooperative or private sources, at reasonable rates and terms for loans for similar purposes and periods of time, the County will, as required by Section 333(c) of the Consolidated Farm and Rural Development Act of 1961 (7 U.S.C. 1983(c)), upon request of the Government, apply for and accept such loan in sufficient amount to repay the Government and will take all action as may be required in connection with such loan.

The Bond is given as evidence of a loan to the County made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act. The Bond shall be subject to the present regulations of the Government and its future regulations not inconsistent with the express provisions hereof.

As declared by Section 9-689 of the Environment Article of the Annotated Code of Maryland, the Bond shall have all the qualities and incidents of negotiable instruments under the laws of the State of Maryland, notwithstanding the reference herein to the Bond Resolution and nothing contained in the Bond or in the Bond Resolution shall affect or impair the negotiability of the Bond. The Bond is issued with the intent that the laws of the State of Maryland shall govern its construction.

No recourse shall be had for the payment of the principal of, the interest on, or for any claim based hereon or on the Bond Resolution against any elected or appointed official or employee, past, present or future of the County or any agency thereof; and any such recourse, claim or liability is expressly waived by acceptance by the registered owner of the delivery of the Bond. It is hereby certified and recited that each and every act, condition and thing required to exist, to be done, to have happened and to be performed precedent to and in the issuance of the Bond does exist, has been done, has happened and has been performed in full and strict compliance with the Constitution and laws of the State of Maryland, the Articles of Incorporation of the County, the Bond Resolution and the proceedings of the County, and that the Bond, together with all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and laws of the State of Maryland.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the County Commissioners of Worcester County, Maryland has caused this Bond to be signed in its name by the manual signature of the President of the Board of County Commissioners of Worcester County and has caused its corporate seal to be affixed hereto and attested by the manual signature of its Chief Administrative Officer, all as of the ____ day of _____, ____.

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

(Seal)

By: _____
President of the Board of County
Commissioners of Worcester County

Attest:

Chief Administrative Officer

(Form of Assignment)

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto the within Bond, and does hereby irrevocably constitute and appoint _____ Attorney to transfer the same on the books of the County at the offices of the County in Snow Hill, Maryland, 21863.

Dated: _____

Witness:

\$170,000
COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND
PUBLIC FACILITY BOND
(MYSTIC HARBOUR EFFLUENT DISPOSAL AND REUSE PROJECT)
SERIES 2020

GENERAL CERTIFICATE OF COUNTY

Dated July 23, 2020

The undersigned hereby respectively certify, in connection with the issuance and delivery of the above-captioned bond (the "Bond"), as to the matters set forth in all of the following paragraphs, except as otherwise indicated herein:

1. General.

1.1. County Commissioners of Worcester County, Maryland (the "County") is a duly constituted political subdivision of the State of Maryland and is a code county and a Maryland body politic and corporate created pursuant to Article XI-F of the Constitution of the State of Maryland, the Local Government Article of the Annotated Code of Maryland, as amended, and the Code of Public Local Laws of Worcester County, Maryland (the "County's Code of Public Local Laws").

1.2. The proper and correct corporate name of the County is "County Commissioners of Worcester County, Maryland."

1.3. The seal, an impression of which appears below, is the adopted, proper, and only official seal of the County.

2. Officers, Incumbency, etc.

2.1. Joseph M. Mitrecic is the duly elected, qualified and acting President of the Board of County Commissioners of Worcester County, Maryland (the "Board") as of the date of this Certificate, having been elected to that position on December 3, 2019.

2.2. Harold L. Higgins is the duly appointed, qualified and acting Chief Administrative Officer of the County as of the date of this Certificate, and has held that position continuously since June 24, 2013.

2.3. Phillip G. Thompson is the duly appointed, qualified and acting Finance Officer of the County as of the date of this Certificate, and has held that position continuously since June 24, 2013.

2.4. Roscoe R. Leslie is the duly appointed, qualified and acting County Attorney of the County as of the date of this Certificate and has held that position continuously since January 2, 2020.

2.5. Each person named above has duly taken and subscribed (if necessary) any oath of office prescribed by state or local law.

2.6. None of the persons hereinbefore named has held or exercised any office or place of trust or profit under the United States, or any department thereof, or under the State of Maryland, or under any other state government (except the respective office to which he was elected or appointed as hereinabove stated) at the time of his election or appointment to the respective office to which he was elected or appointed as hereinabove stated, or during his term of office.

2.7. None of the persons named above and no other member of the Board has or had at any time acted in an official capacity for any personal, financial or other interest or benefit, either personally or by or through any business entity, in the authorization, issuance or sale of the Bond or the acquisition, construction or operation of the Project, other than any benefit solely as a member of the general public. No spouse, parent, minor child, brother or sister of any of the foregoing persons has or had any such personal, financial or other benefit.

2.8. On the date of delivery of the Bond, which is also the date of this Certificate, we are the duly chosen, qualified and acting officers indicated on the Bond and on this Certificate, and are duly authorized to cause the Bond and all related documents, instruments, agreements and certificates (herein referred to as the "Documents") to be executed and delivered and to effect all other transactions contemplated by the Bond and the Documents.

3. Proceedings; Authority; Execution.

3.1. The County is duly organized and existing pursuant to Article XI-F of the Constitution of the State of Maryland, the Local Government Article of the Annotated Code of Maryland, and the County's Code of Public Local Laws. Attached hereto as Exhibit A is a true and correct copy of the County's Code of Public Local Laws, and such copy is complete, except for the Natural Resources Article, the Zoning and Subdivision Control Article and the Appendices to the County's Code of Public Local Laws.

3.2. The County is authorized under Section 9-601 through Section 9-699 of the Environment Article of the Annotated Code of Maryland, as amended to sell and issue general obligation bonds by negotiated sale. Attached hereto as Exhibit B is a true, correct and complete copy of Section 9-601 through Section 9-699 of the Environment Article of the Annotated Code of Maryland.

3.3. Attached hereto as Exhibit C is a true, correct and complete copy of the Letter of Conditions from USDA-Rural Utilities Service dated April 27, 2015 as amended September 4, 2018.

3.4. Attached hereto as Exhibit D is a true, correct and complete copy of Resolution No. ____ authorizing the issuance, sale and delivery of the County's general obligation bonds in an amount not to exceed \$170,000 (the "Bond Resolution"). The Bond Resolution was adopted by the Board at a regular meeting duly called and held on July 7, 2020 and became effective on July 7, 2020. A proper quorum was present throughout such meeting and the Bond Resolution was duly proposed, considered and adopted in conformity with all applicable requirements, including, without limitation, the Code of Public Local Laws, and all other requirements and proceedings (including any and all required postings and publications) incident to the proper adoption and effectiveness of the Bond Resolution have been duly fulfilled, carried out and otherwise observed. The Bond Resolution has not been amended, modified, repealed or rescinded since its original adoption and is in full force and effect on the date of this certificate.

3.5. Attached hereto as Exhibit E is a true, correct and complete copy of the minutes of the meeting of the Board held on July 7, 2020, which have been approved by the Board in accordance with the Board's usual and accustomed practice and procedure. The originals of the said minutes are on file in the offices of the County, One West Market Street, Snow Hill, Maryland, 21863.

3.6. Joseph M. Mitrecic, President of the Board, and Harold L. Higgins, Chief Administrative Officer of the County, officially caused the Bond to be executed in the name of the County by their manual signatures, and officially caused an impression of the official seal of the County to be affixed thereto. Attached hereto as Exhibit F is a true, correct and complete copy of the Bond as executed and delivered by the County. The undersigned officers of the County, as applicable, have duly executed and delivered each of the Documents which they (or any of them) are required to execute and deliver in connection with the issuance and sale of the Bond.

3.7. The Bond Resolution and any other proceedings authorizing the execution and delivery of the Bond on behalf of the County have not been rescinded or repealed or modified and amended in any respect, and are in fully force and effect on the date hereof.

4. Litigation; Conflicts; Defaults; etc.

4.1. There is no litigation of any nature pending or, to the best of our knowledge, threatened, contesting the creation, organization, corporate existence or the boundaries of the County, the County's Code of Public Local Laws or the entitlement of the present officials of the County to their respective offices.

4.2. There is no litigation of any nature pending or, to the best of our knowledge, threatened (a) restraining or enjoining the execution and delivery of the Bond or any of the Documents, (b) affecting the County which calls into question or affects the validity or enforceability of the Bond or any of the Documents, the proceedings and authority under which the Bond and the Documents are authorized to be executed and delivered by and on behalf of the County pursuant to the Bond Resolution, or the performance by the County of its obligations under the Bond and the Documents, or (c) affecting the taxable status of the County or the Bond and the interest to be paid thereon.

4.3. Neither the adoption and implementation of the Bond Resolution nor the making and performance of the County's obligations under the Bond and the Documents or the transactions contemplated thereby will violate any provisions of law or regulation, or any decree, writ, order or injunction or, to our knowledge, contravene the provisions or constitute a default under any agreement, indenture, bond resolution or other instrument to which the County is a party or by which the County is bound, and neither the Bond Resolution nor any other authority or proceedings for the execution and delivery of the Bond and the Documents has been repealed, revoked or rescinded.

4.4. To the best of our knowledge, no event which (with or without notice or lapse of time or both would constitute a default under the Bond or any of the Documents has occurred or is continuing as of the date hereof.

4.5. All statements, representations and certifications contained herein are, to the best of the knowledge and information of the undersigned, true as of the date hereof.

4.6. Each and all of the representations and warranties made by the County in the Bond and the Documents are true and correct on the date hereof as if the same were made on the date hereof.

[SIGNATURES APPEAR ON NEXT PAGE]

WITNESS our signatures and the official seal of the County as of the date first written above.

Joseph M. Mitrecic, President of the Board

Harold L. Higgins, Chief Administrative Officer

[COUNTY SEAL]

Phillip G. Thompson, Finance Officer

Roscoe R. Leslie, County Attorney

County's Code of Public Local Laws

**Section 9-601 through Section 9-699 of the Environment
Article of the Annotated Code of Maryland**

Commitment for Funds from USDA-Rural Utilities Service

Bond Resolution

Minutes of Meeting of Board of County Commissioners held on July 7, 2020

Exhibit F

Copy of Bond

United States of America
State of Maryland
County Commissioners of Worcester County, Maryland
Public Facility Bond
(Mystic Harbour Effluent Disposal and Reuse Project)
Series 2020
Dated July 23, 2020

No. R-1

\$170,000

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, a public corporate body duly organized and existing under the Constitution and laws of the State of Maryland (the "District"), hereby promises to pay to UNITED STATES OF AMERICA, acting through RURAL UTILITIES SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE, or its successors (the "Government"), or its registered assigns, the principal amount of One Hundred Seventy Thousand Dollars (\$170,000), plus interest on the unpaid principal balance of sums actually advanced at the rate of 1.500% per annum, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payments to be made as follows: (a) commencing on the 23rd day of October, 2020, and on the same day of each January, April, July and October thereafter to and including the 23rd day of July, 2060, equal quarterly payments of principal and interest in the amount of One Thousand Four Hundred Seventeen Dollars (\$1,417.00) shall be due and payable; and (b) the entire unpaid principal balance and all accrued and unpaid interest thereon shall be due and payable on the 23rd day of July, 2060. Payments made on the indebtedness evidenced hereby, regardless of when made, shall be applied first to interest computed to the payment due date and next to principal. Other payments (regardless of the source of funds from which such payments may be made) which, after payment of interest to the payment date if the quarterly payment is insufficient to pay all such interest, shall be applied to the principal last to become due hereunder and shall not affect the obligation of the County to pay the remaining installments as scheduled. Payment of the principal and interest shall be made at the offices of the County, One West Market Street, Snow Hill, Maryland, 21863, or, so long as the Government is the registered owner of this Bond, through the Preauthorized Debit (PAD) process (unless otherwise required by the Government or unless the County and the Government agree to another commercially reasonable method of payment (including, by way of illustration and not in limitation, by wire or electronic funds transfer)).

This bond, designated as "County Commissioners of Worcester County, Maryland Public Facility Bond (Mystic Harbour Effluent Disposal and Reuse Project), Series 2020" (the "Bond"), is a general obligation of the County, a body politic and corporate and a code county of the State of Maryland (the "County"), in the principal amount of \$170,000, and has been duly issued by the County for the purpose of financing a portion of the costs of the planning, design and construction of an effluent disposal and reuse Project for the Mystic Harbour Service Area, in Worcester County, Maryland.

This Bond is issued pursuant to the authority of Sections 11-401 and 19-501 through 19-510, inclusive, of the Local Government Article of the Annotated Code of Maryland, Sections 9-

601 to 9-699, inclusive, of the Environment Article of the Annotated Code of Maryland and Section PW5-204 of Subtitle II of Title 5 of the Public Works Article of the Code of Public Local Laws of Worcester County (collectively, the "Enabling Legislation"). This Bond is issued upon the full faith and credit of the County and is the unconditional general obligation of the County.

In any case where any date of payment of interest or of principal and interest on the Bond, or the date fixed for any prepayment of the Bond, shall be a Saturday, Sunday or legal holiday observed by the County, then payment of such interest or principal and interest need not be made on such date but may be made on the next succeeding day which is not a Saturday, Sunday or legal holiday observed by the County, and interest shall continue to accrue until the date such payment is actually made.

The County may prepay on any payment date the entire unpaid principal amount of the Bond or, from time to time in the inverse chronological order of the installments of principal, such lesser portion thereof as the County may determine, at the principal amount thereof plus accrued interest to the date of such payment.

Unless notice of prepayment shall be waived in writing by the registered owner of the Bond, a notice calling for prepayment of the installments of principal to be prepaid shall be mailed by the County, postage prepaid, at least 30 days prior to the prepayment date, to the registered owner of the Bond, at its address appearing on the registration books kept by the County as provided in the Bond Resolution adopted on July 7, 2020 (the "Bond Resolution"), by the Board of County Commissioners of Worcester County, the governing body of the County. Such notice shall specify the installments of principal to be prepaid, the date fixed for prepayment and the prepayment price, and shall further state that on such date the installments of principal called for prepayment will be due and become payable through the Preauthorized Debit (PAD) process, so long as this Bond is registered in the name of the Government (unless otherwise required by the Government or unless the County and the Government agree to another commercially reasonable method of prepayment (including, by way of illustration and not in limitation, by wire or electronic funds transfer)), and that from and after such date, interest thereon shall cease to accrue. Provided, however, that failure to mail any such notice or any defect in the notice so mailed, or in the mailing thereof, shall not affect the validity of any prepayment proceedings, except where the Government is the registered owner.

On the date designated for prepayment, notice having been published or waived, and moneys for the payment of the prepayment price plus accrued interest being held by the County, the installments of principal so called for prepayment shall become due and payable at the prepayment price provided for prepayment of such installments of principal on such date, interest on such installments of principal so called for prepayment shall cease to accrue, and the registered owner of the Bond shall have no rights in respect to the installments of principal so called for prepayment except to receive payment of the prepayment price thereof, plus accrued interest thereon to the prepayment date from such moneys held by the County.

The County may treat the person in whose name the Bond is registered as the absolute owner hereof, whether or not the Bond shall be overdue, for the purpose of receiving payment

thereof and for all other purposes whatsoever, and shall not be affected by any notice to the contrary, except as provided below.

The Bond is assignable and upon such assignment the assignor shall promptly notify the County by registered mail, and the assignee shall surrender the Bond to the County for transfer on the registration records and verification of the principal amount hereof and interest hereon paid or unpaid, and every such assignee shall take the Bond subject to such condition.

If the total amount of the indebtedness evidenced hereby is not advanced at the time of delivery hereof, the proceeds hereof shall be advanced to the County as requested by the County and approved by the Government, if necessary, and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto and made a part hereof. In the event the entire proceeds hereof are not advanced to the County, the payments of principal and interest hereinabove provided for shall be adjusted accordingly.

If the Government at any time assigns the Bond and insures the payment thereof, the County shall continue to make payments to the Government as collection agent for the holder.

While the Bond is held by an insured lender, prepayments as above authorized made by the County may, at the option of the Government, be remitted by the Government to the holder promptly or, except for the final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by the County, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by the County, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security hereof, or otherwise under the terms of any security or other instrument executed in connection with the indebtedness evidenced hereby, at the option of the Government, shall become a part of and bear interest at the same rate as the principal of the indebtedness evidenced hereby and be immediately due and payable by the County to the Government without demand. The County agrees to use the proceeds hereof solely for purposes authorized by the Government.

The County hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing rates and terms in or near its community for loans for similar purposes and periods of time, and its legal borrowing authority and powers.

If at any time it shall appear to the Government that the County is able to refinance the principal amount then outstanding on the Bond, in whole or in part, by obtaining a loan for such purposes from responsible cooperative or private sources, at reasonable rates and terms for loans

for similar purposes and periods of time, the County will, as required by Section 333(c) of the Consolidated Farm and Rural Development Act of 1961 (7 U.S.C. 1983(c)), upon request of the Government, apply for and accept such loan in sufficient amount to repay the Government and will take all action as may be required in connection with such loan.

The Bond is given as evidence of a loan to the County made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act. The Bond shall be subject to the present regulations of the Government and its future regulations not inconsistent with the express provisions hereof.

As declared by Section 9-689 of the Environment Article of the Annotated Code of Maryland, the Bond shall have all the qualities and incidents of negotiable instruments under the laws of the State of Maryland, notwithstanding the reference herein to the Bond Resolution and nothing contained in the Bond or in the Bond Resolution shall affect or impair the negotiability of the Bond. The Bond is issued with the intent that the laws of the State of Maryland shall govern its construction.

No recourse shall be had for the payment of the principal of, the interest on, or for any claim based hereon or on the Bond Resolution against any elected or appointed official or employee, past, present or future of the County or any agency thereof; and any such recourse, claim or liability is expressly waived by acceptance by the registered owner of the delivery of the Bond. It is hereby certified and recited that each and every act, condition and thing required to exist, to be done, to have happened and to be performed precedent to and in the issuance of the Bond does exist, has been done, has happened and has been performed in full and strict compliance with the Constitution and laws of the State of Maryland, the Articles of Incorporation of the County, the Bond Resolution and the proceedings of the County, and that the Bond, together with all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and laws of the State of Maryland.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the County Commissioners of Worcester County, Maryland has caused this Bond to be signed in its name by the manual signature of the President of the Board of County Commissioners of Worcester County and has caused its corporate seal to be affixed hereto and attested by the manual signature of its Chief Administrative Officer, all as of the date first written above.

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

(Seal)

By: _____
Joseph M. Mitrecic,
President of the Board of County
Commissioners of Worcester County

Attest:

Harold L. Higgins
Chief Administrative Officer

(Form of Assignment)

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto the within Bond, and does hereby irrevocably constitute and appoint _____ Attorney to transfer the same on the books of the County at the offices of the County in Snow Hill, Maryland, 21863.

Dated: _____


Witness:



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: **Stormwater Bond Waiver Request**
Town of Ocean City
Runway 14-32 Project

Date: June 25, 2020

Attached you will find a letter from Hal Adkins, Public Works Director for the Town of Ocean City, requesting a waiver for Stormwater bonding requirements for the above referenced project. This project is to expand a section of the Town's airport located along Stephen Decatur Highway. Per our stormwater requirements, the bonding of the stormwater features associated with this construction is needed at this time. The amount of the stormwater bond for this work is \$290,544.00.

This request follows similar requests granted by the County including waivers for the Critical Area bond for the above referenced project and the Park and Ride project in West Ocean City. I have attached the most recent request letter for your review. We would respectfully recommend the County Commissioners consider the Town's request for relief for the Stormwater bonding requirements from this project as detailed. If the Commissioners require an additional letter indicating the Town's assurance to complete the planting and maintain them, we trust that can be arranged.

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

Enclosures

cc: David Bradford
Jenelle Gerthoffer

Citizens and Government Working Together



TOWN OF OCEAN CITY

The White Marlin Capital of the World

June 23, 2020

Mr. Robert Mitchell, LEHS, REHS
Director, Worcester County Department of Environmental Programs
Worcester County Government Center
One West Market Street, Room 1306
Snow Hill, Maryland 21863

Reference: Town of Ocean City - Request for Waiver of Stormwater Bond Requirement
Package 1: Improve RSA and Install Localizer
Runway 14-32 RSA Standards and Rehabilitation Program
Ocean City Municipal Airport
Berlin, Maryland

MAYOR
RICHARD W. MEEHAN

CITY COUNCIL

LLOYD MARTIN
President

MARY P. KNIGHT
Secretary

DENNIS W. DARE
ANTHONY J. DELUCA
JOHN F. GEHRIG, JR.
MATTHEW M. JAMES
MARK L. PADDACK

CITY MANAGER
DOUGLAS R. MILLER

CITY CLERK
DIANA L. CHAVIS, CMC

Bob
Dear Mr. Mitchell:

Please consider this letter as a request for Worcester County to waive the Stormwater bond requirement for the Package 1: Improve RSA and Install Localizer project as part of the Runway 14-32 RSA Standards and Rehabilitation Program at Ocean City Municipal Airport.

The Town of Ocean City is in process of completing the Runway 14-32 RSA Standards and Rehabilitation Program. The program adheres to Federal Aviation Administration (FAA) standards and improves safety by enhancing the Runway Safety Area (RSA) and Runway Object Free Area (ROFA) of Runway 14-32; maintaining the function, safety, and utility of Runway 14-32 by rehabilitating the pavement; increasing the runway to taxiway separation distance from 200 feet to 300 feet; demolishing direct runway access taxiways from the terminal apron to the runway; and providing for the required wingtip clearances from the terminal apron taxiway to transient parking positions. Package 1 of the program: Improve RSA and Install Localizer (Construction) includes fill and stabilization of the Runway 32 end extended RSA; installation of a new 14 element dual frequency localizer, shelter, and DME for Runway 32 approaches; Runway 14-32 earthwork, grading, and drainage in support of improving the RSA; and removal of the existing Runway 14 approach localizer and shelter.

All proposed work is located on Airport property owned by the Town of Ocean City at 12724 Airport Road, Berlin, Maryland 21811, portions of which are located within the Atlantic Coastal Bays Critical Area. Per communications with the Department of Environmental Programs, the required stormwater bond amount is \$290,544.00 as determined in accordance with Section ZS 1-125 of the Worcester County Zoning and Subdivision Control Article, of which the Town of Ocean City is requesting full exemption.

www.oceancitymd.gov

P.O. BOX 158 • OCEAN CITY, MARYLAND • 21843-0158

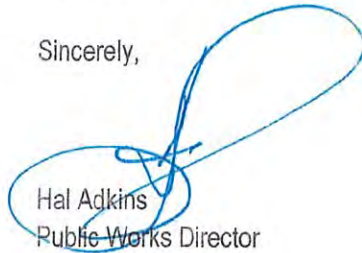


2001

City Hall - (410) 289-8221 • FAX - (410) 289-8703

Thank you for your consideration. Should you require additional documentation or have any questions, please contact me directly at 443.235.4440.

Sincerely,



Hal Adkins
Public Works Director

cc: David Bradford, Worcester County Department of Environmental Programs
Jenelle Gerthoffer, Worcester County Department of Environmental Programs
Doug Miller, City Manager, Town of Ocean City
Jaime Giandomenico, Airport Manager, Town of Ocean City
Harold Higgins, Chief Administrative Officer, Worcester County
Joseph Mitrecic, County Commissioner, Town of Ocean City
Jennifer Lutz, AECOM
Derek Hollinger, AECOM



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

July 6, 2018

Hal Adkins, Public Works Director
Town of Ocean City
P.O. Box 158
Ocean City, Maryland 21843-0158

RE: Waiver of Critical Area Bond Requirement for Runway 14-32 Project

Dear Adkins:

As I believe you are aware, at their meeting of July 3, 2018, the Worcester County Commissioners reviewed and approved your request for a waiver of the Critical Area Bond Requirement associated with The Town of Ocean City's runway 14-32 project and other airport programs. We understand that the The Town of Ocean City is completing Critical Area mitigation for the runway project and other programs at the airport property with shrub and small tree plantings. Please continue to coordinate with Jenelle Gerthoffer, Natural Resources Administrator, with the Worcester County Department of Environmental Programs, (410-632-1220, ext.1147) to confirm completion of these plantings in accordance with the requirements of the Atlantic Coastal Bays Critical Area Law.

We wish you the best of success with these airport improvement projects. If you should have any questions or concerns with regard to this matter, please feel free to contact me at this office.

Sincerely,

Harold L. Higgins
Chief Administrative Officer

HH:kh

cc: Bob Mitchell, Director of Environmental Programs (EP)
David Bradford, Deputy Director of EP
Jenelle Gerthoffer, Natural Resources Administrator, EP


ITEM
20



Worcester County
Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: Public Hearing for Proposed FY 21 MALPF Easement Applications

Date: June 25, 2020

Attached you will find a memorandum from Katherine Munson, of my staff with regard to the next round of easement applications. We are requesting a public hearing be scheduled for the review of FY 21 Maryland Agricultural Land Preservation Foundation (MALPF) applications. We have a total of six (6) applications for agricultural preservation easements for the MALPF this year. Of those four (4) are resubmitted applications and two (2) are new applications.

It is our custom to ask for this hearing after the Agricultural Land Preservation Advisory Board and the Planning Commission have reviewed and recommended these applications. The applications will be reviewed by these boards prior to the scheduled date of the first County Commissioner meeting in July, but not as of the required submission date for this memorandum. We will advise the County Commissioners at the first July meeting if either board found that any of the applicants are not consistent with the *Comprehensive Plan*, which is a finding that is required for recommendation of the easement applications.

A draft notice for public hearing is attached with an electronic submission of the draft ad submitted to County Administration for publication.

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

Enclosures

cc: David Bradford
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

To: Robert Mitchell, Director

From: Katherine Munson, Planner V

Subject: Public Hearing for Proposed FY 21 MALPF Easement Applications

Date: June 23, 2020

Please schedule a public hearing for the review of the following six (6) applications to sell an agricultural preservation easement to the Maryland Agricultural Land Preservation Foundation (MALPF) in FY21.

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 Jean; TM 100, Grid 1, P 6, 55, 84; Colona and New Bridge Roads; 53.8 acres
Wilkins, Tom et al; TM 77, Grid 5, P 102; Route 364; 139.9713 acres

New Applications

Aberdeen Farm, LLC; TM 92, Grid 3, Parcel 69; 2836 Sheephouse Road, Pocomoke City; 144.93 acres
Lambertson, Jason and Kelly; TM 92, Grid 4, P 8; 3105 Sheephouse Road, Pocomoke City; 74.821 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 have been reviewed by the Worcester County Planning Commission (July 2, 2020) and the Worcester County Agricultural Land Preservation Advisory Board (June 30, 2020).

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

DRAFT

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, , 2020 at 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

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 Jean; TM 100, Grid 1, P 6, 55, 84; Colona and New Bridge Roads; 53.8 acres
Wilkins, Tom et al; TM 77, Grid 5, P 102; Route 364; 139.9713 acres

New Applications

Aberdeen Farm, LLC; TM 92, Grid 3, Parcel 69; 2836 Sheephouse Road, Pocomoke City; 144.93 acres
Lambertson, Jason and Kelly; TM 92, Grid 4, P 8; 3105 Sheephouse Road, Pocomoke City; 74.821 acres

Additional information is available for review at the Department of Environmental Programs, Worcester County Government Center, Suite 1306 (3rd 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.

County Commissioners of Worcester County, Maryland



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

ITEM 21
Agriculture | Maryland's Leading Industry

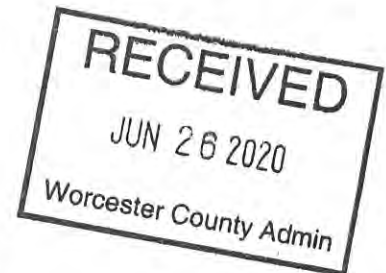
410.841.5922 Baltimore/Washington

410.841.5835 Fax

800.492.5590 Toll Free

June 22, 2020

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



Dear Mr. Higgins:

REVIEWED \$ 1700 100.1702.6170.010
Worcester County Budget Officer

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 (2020) 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 (2021) 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 **July 15th** 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 2021 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.

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

CMK/mes
Cc Heather Disque



Worcester County
Department of Recreation & Parks

Tom Perlozzo, Director of Recreation, Parks, Tourism, and Economic Development
Kelly Rados, Director of Recreation and Parks

6030 Public Landing Road, Snow Hill, Maryland 21863
410.632.2144 • Fax: 410.632.1585

ITEM 22



MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
Kelly Shannahan, Assistant Chief Administrative Officer
Weston Young, Assistant Chief Administrative Officer
FROM: Tom Perlozzo, Director of Recreation, Parks, Tourism & Economic Development
DATE: June 30, 2020
SUBJECT: CARES Act Update

Please find enclosed the additional documentation requested by the Commissioners regarding the CARES Act Funding Workforce Back to Business COVID-19 Business Assistance Grant. The information within addresses the following:

1. Budget (Total Budget 2.28 – 100,000 = 2.18 Million Proposed)
2. Hiring of BEACON (Proposal Included) PG. 18-21
3. Updated Application based on feedback from the Commissioners and BEACON PG. 3-9
4. Scoring Sheet associated with the applicant submittals PG. 10-17
5. EDAB members and additional community member participation to review and provide feedback for recommendations.

Budget:

The Department recommended that \$100,000 be set aside from the money allocated for administration of the grant offering. The proposed budget is as follows, realizing any unspent allocated figures would be placed back into the total grant offering and extended should they not be required to be utilized as outlined:

BEACON	\$ 60,000
Advertising	\$ 10,000
Board Meeting Payments	\$ 14,000
Office Supplies	\$ 2,000
Administrative Assistance	\$ 10,000
Contingency	\$ 4,000
Total	\$ 100,000

PG. 18-21

BEACON Contract:

The Department has evaluated two external consulting companies for assistance with the grant execution and administration. They were PKS and BEACON. Based upon those evaluations and findings we recommend BEACON. The attached contract outlines their service offerings. **The below proposed time line is recommended and any expedited approvals will be considered;**

Application Period: July 8th – July 22nd

Review and Scoring Period – July 23rd through August 6th

BEACON and Advisory Board Review Discussion - August 10th

Marginal Applications reviewed - August 11th

Recommendations submitted to Administration or Commissioners for funding release – August 12th

Application (Updated):

The application was reviewed with BEACON and the Department for adjustments associated with the goals and objectives set forth by the Commissioners. Adjustments included items such as business and tax structure, lottery style evaluation if needed, economic sector identifiers, minority and socially disadvantaged data collection. The notations are included within the attached documents.

Scoring Sheet:

The scoring sheet was developed to provide the highest Return on Investment (ROI) for economic development purposes for the County. In other words, the highest likelihood that monies expended will be invested and churn the local economy. BEACON has a comprehensive system statistically proven and utilized to evaluate such items and it has been incorporated into the process. The highest point value assigned to applicants will be 110. The points are assigned by utilizing various discriminators. Examples would be number of Full Time Employees (FTE), years in business, etc. We have noted geographic locations, not for scoring but rather as part of a comprehensive discussion and evaluation by the Review Board before making final voting decisions. All data is being compiled for a statistical history of the grant program and utilization in future business assistance offerings. Lastly, as a benchmark, if the Department were to split the funds equally among the three award categories it would appear as follows;

Category	Applicants
Agriculture:	93
\$5,000 Award:	140
\$10,000 Award:	79

We will monitor the sectors and move dollars as needed by application sectors.

EDAB and 7 Confirmed Members

We have confirmed the following members to assist the process with both BEACON and the county throughout.

Natoshia Owens - Berlin
Steve Habeger - Ocean Pines
Joseph Schanno - Ocean City
Jennifer Frock - Regional Lending Manager Mid Atlantic Farm Credit
Stacy LeMay - Oxford Chase Management Pocomoke City/Pocomoke Resident
Ross Bergey - Relationship Manager Shore United Bank
Dana R. Bodley - Vice President Commercial Lending Bank of Ocean City/Pocomoke Resident
John Hickman - Non-Voting Participant/ Advisory, Small Business Development Center

cc: Kathryn Gordon, Director Economic Development
Lachelle Scarlato, Deputy Director Economic Development

Workforce Back to Business COVID-19 Assistance Grant Application

OFFICE USE ONLY: Grant Application Number: _____ Date Reviewed: _____

SECTION A: (All applicants must complete this section)

Qualification Questions:

(If you answer NO to any of the following questions, your business may not receive funding under this program. Please visit <https://govstatus.egov.com/md-coronavirus-business> for additional financial assistance)

1. Is the business in good standing with the State of Maryland and Worcester County and registered with the state if required to do so by law as of March 9, 2020?

Visit <https://dat.maryland.gov/businesses/Pages/How-to-obtain-Certificate-of-Status.aspx> to obtain certificate of status. (NOTE: Certificate maybe provided via screenshot or printed from the web page—no need to pay for official certificate)

Completed: _____ YES _____ NO

2. If applicable, select one of the following:

- a. Does the business employ 1-25 non-owner employees, but no more than 25 FTE employees as of March 9, 2020 (FTE = average of 40 hours or more per week)?

_____ YES _____ NO

- b. Does the business employ 26-50 non-owner employees, but no more than 50 FTE employees as of March 9, 2020 (FTE = average of 40 hours or more per week)?

_____ YES _____ NO

- c. Is the applicant an Agricultural Producer filing a Schedule F annually with their income tax?

_____ YES _____ NO

3. Have you applied and received other COVID-19 funding grants or loans to date (Federal, State, Local entities)?

_____ YES _____ NO

4. If you answered YES to question 3 above, please advise the type and amount of COVID-19 funds/loans you have received:

a. PPP Funds ☐ Applied ☐ Did Not Receive Amount Received: _____

(If you received PPP funds, please include funding letter with the total awarded)

b. Other Funds ☐ Applied ☐ Did Not Receive Amount Received: _____

(If you received other funds, please include documentation with the total awarded)

Section B:

About the Business:

5. Business Name: _____
6. Business Profile _____
7. Activity Sector (Manufacturing, Tourism, Retail, etc.): _____
8. Tax ID/EIN: _____
9. Street Address: _____
10. City, State: _____
11. Zip Code: _____
12. Phone Number: _____
13. Email Address: _____
14. Business Website: _____
15. Contact Name and Title: _____
16. Contact Phone Number: _____
17. Type of Business: _____
(Products sold, services provided, etc.)
18. Year Established: _____
19. Do you own or lease your business site? ☐ OWN ☐ LEASE

2

20. Number of Employees as of March 9, 2020: _____

21. Current Number of Full-Time Employees: _____

22. Current Number of Part-Time Employees: _____ Total Weekly Hours: _____

23. Business Structure (Please Check All Options that Apply):

_____ Sole Proprietorship Limited Liability Company (LLC)

_____ Corporation (C)

_____ Corporation (S)

_____ Partnership

_____ A Franchise

_____ A Subsidiary of Another Entity

_____ Other (Please Explain _____)

24. Is the Business Seasonal? _____ YES _____ NO

25. Annual Sales: _____

26. Assets as of Last Tax Filing: _____

27. Liabilities as of Last Tax Filing: _____

28. Annual Cost of Goods Sold (if applicable): _____

29. Was the business profitable during the last three years? _____ YES _____ NO
(If the business is younger than three years, please use the time since its launch for this question)

30. If the business was operating at a loss during any of the previous three years, please explain the circumstances below:

(If the business is younger than three years, please use the time since its launch for this question)

3

5

31. Is the business certified by the MDOT as an MBE/DBE/SBE/ACDBE firm?
(see: https://mbe.mdot.maryland.gov/directory/search_select.asp)

___ YES ___ NO

If answered YES, please list certification(s): _____

32. Does the business hold any of the SBA certifications listed in
(<https://www.sba.gov/sites/default/files/articles/Small%20Business%20Certifications.pdf>)?

___ YES ___ NO

33. Is there anything else about the business you wish to include?

Section B:

Impact of COVID-19:

34. Please Describe any Adverse Impacts COVID-19 has had on your business (provide supporting documentation if available).

35. Please specify the expenses for which the grant funds will be utilized. Include estimates, contracts, invoices, and associated documents to provide a detailed narrative.

Section C: Maryland Public Information Act Disclosure

I understand that any document deemed a public record by said law is subject to disclosure in response to a request under said law. (Please initial with your legal, inked signature).

Applicant initials: _____

By signing this application, I certify the following under penalty of perjury:

1. The information contained in this application is true and complete to the best of my knowledge, information, and belief.
2. I have read and understand the April 22, 2020 Guidance for State, Territorial, Local, and Tribal Governments posted at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> and any amendments or supplements to that guidance and agree to use any Workforce Back to Business COVID-19 Assistance Grant funds received pursuant to this application for purposes that are authorized under the CARES Act. The funds must be solely utilized for COVID-19 related expenditures that occur between March 1, 2020 and December 30, 2020 and fall under one or more of the following categories:

Payroll * Operating Expenses * Business Lease or Rent * Business telework Equipment Costs * Inventory Acquisition * Personal Protective equipment (PPE) Purchases * Facility Readiness (Social Distancing Preparedness, Business Modifications, etc.)
3. I agree to maintain documentation following generally accepted accounting principles for how the funds are expended, including but not limited to financial records, payroll records, or receipts.
4. I understand and agree that records of how assistance grant funds are used must be produced promptly upon receiving a request from the federal government, the State of Maryland, or Worcester County, and are subject to audit.
5. I understand and agree that, if I receive a Workforce Back to Business COVID-19 Assistance Grant, and I do not use all of the funds for authorized purposes, I will return those funds to Worcester County.
6. I understand and agree that, if I receive a Workforce Back to Business COVID-19 Assistance Grant, and it is determined that I have used the funds for a purpose which is not authorized by the CARES Act, I will return those funds to Worcester County.
7. I understand and agree that, if the business, which is currently operating, closes permanently before receiving the Workforce Back to Business COVID-19 Assistance Grant, or if the business is currently closed, and it does not open within 30 days of receiving funds, or within 30 days of the Governor's announcement to lift closure orders (whichever is later), I must return the Workforce Back to Business COVID-19 Assistance Grant to Worcester County.
8. I agree to indemnify the County, its directors, officer, employees, vendors, and contractors for any claims related to the Workforce Back to Business COVID-19 Assistance Grant funds that I receive. I also understand that all such funds are subject to audit.
9. I certify that I have the authority to legally bind the business.

P

7

Section D: Signature and Checklist

If all of the above outlined requirements are not met in full or if any information provided on this application is found to be false or incorrect, the business will be deemed immediately in default and funds must be returned to the County within 30 days of written notification of default. I also agree that, if I accept a Workforce Back to Business COVID-19 Assistance Grant, I will be bound by the obligations and liabilities in any manner provided by law.

APPLICANT INITIALS: _____

The applicant also understands and agrees that Worcester County reserves the right to allocate funds on the basis of a lottery if the amount of funding requested exceeds the total amount of funds available.

APPLICANT INITIALS: _____

By signing below, the applicant represents, warrants, and certifies that the information provided herein is true, correct, and complete. I also understand that this application, combined with award of a Workforce Back to Business COVID-19 Assistance Grant, constitute a binding contract and shall be deemed a valid original instrument if delivered electronically (e.g. facsimile, PDF, ink or digital stamp, etc.). Please sign with your legal, inked signature.

10. Full Name of Authorized Signer/Owner: _____

11. Business Name: _____

12. Applicant Signature: _____

13. Date: _____

14. REQUIRED SUPPORTING DOCUMENTATION CHECKLIST:

a. Application Fully Completed.

____ YES ____ NO

b. Certificate of Good Standing Attached (From Question 1 on Page 1).

____ YES ____ NO

c. Payroll Report as of March 9, 2020 or W2 forms to support employment requirement attached.

☐ YES ☐ NO

d. Completed W9 Form Attached.

☐ YES ☐ NO

e. Completed Treasury Direct Deposit Form Attached.

☐ YES ☐ NO

f. Schedule F (If Agricultural Producer) Attached.

☐ YES ☐ NO

PLEASE SUBMIT APPLICATION AND REQUIRED DOCUMENTS VIA EMAIL TO:

chooseworchester@co.worcester.md.us

QUESTIONS? Please review the Worcester County I-40 Page:

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

or send us an email at

chooseworchester@co.worcester.md.us

SCORING

Workforce Back to Business COVID-19 Assistance Grant Application

OFFICE USE ONLY: Grant Application Number: _____

Date Reviewed: _____

SECTION A: (All applicants must complete this section)

Qualification Questions:

(If you answer NO to any of the following questions, your business may not receive funding under this program. Please visit <https://govstatus.eqgov.com/md-coronavirus-business> for additional financial assistance)

1. Is the business in good standing with the State of Maryland and Worcester County and registered with the state if required to do so by law as of March 9, 2020?

Visit <https://dat.maryland.gov/businesses/Pages/Obtain-Certificate-of-Status.aspx> to obtain certificate of status. (NOTE: Certificate maybe provided via screenshot or printed from the web page—no need to pay for official certificate)

Completed: ☐ YES ☐ NO

2. If applicable, select one of the following:

- a. Does the business employ 1-25 non-owner employees, but no more than 25 FTE employees as of March 9, 2020 (FTE = average of 40 hours or more per week)?

☐ YES ☐ NO

- b. Does the business employ 26-50 non-owner employees, but no more than 50 FTE employees as of March 9, 2020 (FTE = average of 40 hours or more per week)?

☐ YES ☐ NO

- c. Is the applicant an Agricultural Producer filing a Schedule F annually with their income tax?

☐ YES ☐ NO

3. Have you applied and received other COVID-19 funding grants or loans to date (Federal, State, Local entities)?

☐ YES ☐ NO SCORE: _____ (1 YES 2 NO)

✓

SCORING

4. If you answered YES to question 3 above, please advise the type and amount of COVID-19 funds/loans you have received:

a. PPP Funds ☐ Applied ☐ Did Not Receive Amount Received: _____

(If you received PPP funds, please include funding letter with the total awarded)

SCORE: _____ (1 Did not Receive +1 to +3 for Amount Received)

b. Other Funds ☐ Applied ☐ Did Not Receive Amount Received: _____

(If you received other funds, please include documentation with the total awarded)

SCORE: _____ (1 Did not Receive +1 to +3 for Amount Received)

Section B:

About the Business:

5. Business Name: _____

6. Business Profile _____

7. Activity Sector (Manufacturing, Tourism, Retail, etc.) _____

8. Tax ID/EIN: _____

9. Street Address: _____

10. City/State: _____

11. Zip Code: _____

12. Phone Number: _____

13. Email Address: _____

14. Business Website: _____

15. Contact Name and Title: _____

16. Contact Phone Number: _____

17. Type of Business: _____

(Products sold, services provided, etc.)

SCORE: _____ (3 Points for Producer/Creator 2 for Intermediary and 1 Point for B2C)

2

11

SCORING

18. Year Established: _____

SCORE: _____ (1 Points for Very Young; 2 Points for Young, and 3 Points for Older)

19. Do you own or lease your business site? _____ OWN _____ LEASE

SCORE: _____ (2 for OWN and 1 for LEASE)

20. Number of Employees as of March 9, 2020: _____

SCORE: _____ (1 Points for Very Small; 2 Points for Small, and 3 Points for Bigger)

21. Current Number of Full-Time Employees: _____

SCORE: _____ (2 Points for more FT than PT)

22. Current Number of Part-Time Employees: _____ Total Weekly Hours: _____

SCORE: _____ (1 Points for fewer FT than PT)

23. Business Structure:

_____ Sole Proprietorship Limited Liability Company (LLC)

_____ Corporation (C)

_____ Corporation (S)

_____ Partnership

_____ A Franchise

_____ A Subsidiary of Another Entity

_____ Other (Please Explain _____)

SCORE: _____ (Higher Points for less structured if \$5K and if more for \$10K)

24. Is the Business Seasonal? _____ YES _____ NO

SCORE: _____ (1 for Seasonal and 2 for Year-Round)

25. Annual Sales: _____

SCORING

SCORE: _____ (1 for Small; 2 for Medium, and 3 for Larger)

26. Assets as of Last Tax Filing: _____

SCORE: _____ (1 for Small; 2 for Medium, and 3 for Larger)

27. Liabilities as of Last Tax Filing: _____

SCORE: _____ (3 for Small; 2 for Medium, and 1 for Larger)

28. Annual Cost of Goods Sold (if applicable):

SCORE: _____ (1 for Small; 2 for Medium, and 3 for Larger)

29. Was the business profitable during the last three years? _____ YES _____ NO
(If the business is younger than three years, please use the time since its launch for this question)

SCORE: _____ (2 Points for YES 0 for NO)

30. If the business was operating at a loss during any of the previous three years, please explain the circumstances below:

(If the business is younger than three years, please use the time since its launch for this question)

SCORE: _____ (+1 Point for valid justification)

31. Is the business certified by the MDOT as an MBE/DBE/SBE/ACDBE firm?
(see: https://mbe.mdot.tyland.gov/directory/search_select.asp)

_____ YES _____ NO

If answered YES, please list certification(s): _____

SCORE: _____ (+1 to 5 As Appropriate)

32. Does the business hold any of the SBA certifications listed in
(<https://www.sba.gov/sites/default/files/articles/Small%20Business%20Certifications.pdf>)?

_____ YES _____ NO

SCORE: _____ (+1 to 5 As appropriate)

SCORING

33. Is there anything else about the business you wish to include?

SCORE: _____ (Up to 5 Extra Points)

Section B:

Impact of COVID-19:

34. Please Describe any Adverse Impacts COVID-19 has had on your business (provide supporting documentation if available);

SCORE: _____ (Up to 5 Extra Points)

35. Please specify the expenses for which the grant funds will be utilized. Include estimates, contracts, invoices, and associated documents to provide a detailed narrative.

SCORE: _____ (Up to 5 Extra Points)

5

SCORING

Section C: Maryland Public Information Act Disclosure

I understand that any document deemed a public record by said law is subject to disclosure in response to a request under said law. (Please initial with your legal, inked signature).

Applicant initials: _____

By signing this application, I certify the following under penalty of perjury:

1. The information contained in this application is true and complete to the best of my knowledge, information, and belief.
2. I have read and understand the April 22, 2020 Guidance for State, Territorial, Local, and Tribal Governments posted at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> and any amendments or supplements to that guidance and agree to use any Workforce Back to Business COVID-19 Assistance Grant funds received pursuant to this application for purposes that are authorized under the CARES Act. The funds must be solely utilized for COVID-19 related expenditures that occur between March 1, 2020 and December 30, 2020 and fall under one or more of the following categories:

Payroll * Operating Expenses * Business Lease or Rent * Business telework Equipment Costs * Inventory Acquisition * Personal Protective equipment (PPE) Purchases * Facility Readiness (Social Distancing Preparedness, Business Modifications, etc.
3. I agree to maintain documentation following generally accepted accounting principles for how the funds are expended, including but not limited to financial records, payroll records, or receipts.
4. I understand and agree that records of how assistance grant funds are used must be produced promptly upon receiving a request from the federal government, the State of Maryland, or Worcester County, and are subject to audit.
5. I understand and agree that, if I receive a Workforce Back to Business COVID-19 Assistance Grant, and I do not use all of the funds for authorized purposes, I will return those funds to Worcester County.
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8. I agree to indemnify the County, its directors, officer, employees, vendors, and contractors for any claims related to the Workforce Back to Business COVID-19 Assistance Grant funds that I receive. I also understand that all such funds are subject to audit.
9. I certify that I have the authority to legally bind the business.

SCORING

Section D: Signature and Checklist

If all of the above outlined requirements are not met in full or if any information provided on this application is found to be false or incorrect, the business will be deemed immediately in default and funds must be returned to the County within 30 days of written notification of default. I also agree that, if I accept a Workforce Back to Business COVID-19 Assistance Grant, I will be bound by the obligations and liabilities in any manner provided by law.

APPLICANT INITIALS: _____

The applicant also understands and agrees that Worcester County reserves the right to allocate funds on the basis of a lottery if the amount of funding requested exceeds the total amount of funds available.

APPLICANT INITIALS: _____

By signing below, the applicant represents, warrants, and certifies that the information provided herein is true, correct, and complete. I also understand that this application, combined with award of a Workforce Back to Business COVID-19 Assistance Grant, constitute a binding contract and shall be deemed a valid original instrument if delivered electronically (e.g. facsimile, PDF, ink or digital stamp, etc.). Please sign with your legal, inked signature.

10. Full Name of Authorized Signer/Owner: _____

11. Business Name: _____

12. Applicant Signature: _____

13. Date: _____

14. REQUIRED SUPPORTING DOCUMENTATION CHECKLIST:

a. Application Fully Completed.

____ YES ____ NO

b. Certificate of Good Standing Attached (From Question 1 on Page 1).

____ YES ____ NO

c. Payroll Report as of March 9, 2020 or W2 forms to support employment requirement attached.

SCORING

___ YES ___ NO

d. Completed W9 Form Attached.

___ YES ___ NO

e. Completed Treasury Direct Deposit Form Attached.

___ YES ___ NO

f. Schedule F (If Agricultural Producer) Attached.

___ YES ___ NO

PLEASE SUBMIT APPLICATION AND REQUIRED DOCUMENTS VIA EMAIL TO:

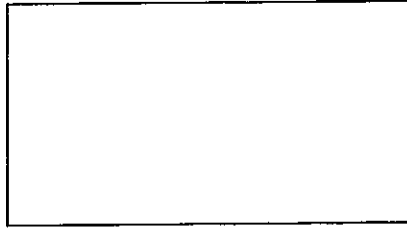
chooseworchester@co.worcester.md.us

QUESTIONS? Please review the Worcester County FAQ Page:

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

or send us an email at:

chooseworchester@co.worcester.md.us



A PROPOSAL FOR

**APPLICATION AND AWARD MANAGEMENT SERVICES RELATED TO THE
WORCESTER COUNTY "WORKFORCE BACK TO BUSINESS COVID-19 ASSISTANCE GRANT"
PROGRAM**

PRESENTED TO THE

**WORCESTER COUNTY DEPARTMENT OF RECREATION, PARKS, TOURISM, AND ECONOMIC
DEVELOPMENT**

BY THE

**BUSINESS ECONOMIC AND COMMUNITY OUTREACH NETWORK AT SALISBURY
UNIVERSITY**

I. PURPOSE

This proposal is presented to the Worcester County Department of Recreation, Parks, Tourism, and Economic Development, hereafter referred to as CLIENT, by the Business Economic and Community Network at Salisbury University (1101 Camden Avenue, PH-100, Salisbury, MD 21801), hereafter referred to as BEACON.

The CLIENT is tasked with awarding and administering "Workforce Back to Business COVID-19 Assistance Grants," hereafter referred to as WBB, to eligible small businesses as described in the WBB Grant Program documentation attached to this proposal. The CLIENT is seeking to have a series of WBB Grant application evaluation and accountability tools and processes to be used in awarding and administering these grants.

BEACON hereby proposes to develop such WBB Implementation project evaluation and accountability tools and processes for use by the CLIENT and provide ongoing assistance and guidance to the CLIENT throughout the grant program's life, up to and until December 31, 2020.

If approved by both the CLIENT and Salisbury University, this proposal will serve as a Memorandum of Understanding that establishes the terms and conditions of the project as proposed by BEACON.

II. TERM

The term of this agreement shall be from July 1, 2020 through December 31, 2020.

III. SCOPE OF WORK

Upon the acceptance of this proposal, the BEACON Project Team (TEAM) will schedule an online meeting with the authorized representatives of the CLIENT, and the Worcester County Economic Development Advisory

Board, to fine-tune and finalize the scoresheet that will be used to evaluate the WBB Grant applications. In this meeting, detailed project action steps, timelines, milestones, and deliverables, based on the following broad scope of work elements will also be finalized.:

For this project, the BEACON Team will:

- Become thoroughly familiar with the WBB Grant Program requirements as set by CLIENT;
- Develop a process flow chart using the WBB Grant Program requirements as set by CLIENT;
- Advise the CLIENT in the creation of the finalized application form for the WBB Grant Program;
- Develop objective evaluation metrics and criteria for evaluating WBB Grant applications as follows:
 - Metrics/Criteria for a Checklist to evaluate applicants' compliance with WBB Program requirements;
 - Metrics/Criteria for a Checklist to determine other support (CARES, MD, etc.) received by applicants;
 - Metrics/Criteria for an OBJECTIVE Scoresheet to ensure fairness, equity, and inclusion;
 - Metrics/Criteria for an OBJECTIVE estimation of the impacts of the grant award;
 - Metrics/Criteria for OBJECTIVE outcomes (short-, medium-, and long-term) of the grant award;
 - Other Metrics/Criteria as required by the CLIENT for OBJECTIVE evaluation of the applications.

NOTE: A Sample Scoresheet developed by BEACON is attached to this proposal.

- Prepare fully justified (Accept/Reject/Disqualify) recommendations for each application reviewed;
- Develop a series of Key Performance Indicators (KPIs) for WBB Grant Awardees to use in reporting to CLIENT;
- Use the KPIs for developing evaluation and accountability tools to evaluate WBB Grant Awardee reports;
- Evaluate and present the reports (with recommendations) from the WBB Grant Awardees to the CLIENT;
- Incorporate aggregate KPIs/Outcomes as reported by the WBB Grant Awardees in an interactive dashboard;
- Present the dashboard to the CLIENT in accordance with the project schedule presented below;
- Be available to the CLIENT through weekly (or every other week) online meetings;
- Host two online meetings for the CLIENT at the end of the project period;
- Compile all evaluation and administration processes and outcomes as a comprehensive report to CLIENT;
- Work on after-care activities as described in sections V and VIII of this proposal.

IV. EXCLUSIONS

BEACON will not make any decisions related to the WBB Grant applications. All such decisions will be made by the CLIENT. Members of the BEACON team will not interact with applicants/awardees. The BEACON recommendations are not binding on the CLIENT. The work of BEACON in this project is solely in an advisory capacity. As such, BEACON will not be held responsible for any CLIENT decisions or actions related to the WBB Grant program. Throughout this project the BEACON team will conduct all of its activities online. No travel or face-to-face meetings will take place.

V. DELIVERABLES

For this project, BEACON will present monthly progress reports and a comprehensive final project report to the CLIENT. These reports will contain all relevant data, information, and supporting documentation utilized by the BEACON team. In addition, members of the BEACON team will make two online presentations to CLIENT at the conclusion of the project period. The BEACON team will be available for up to eight (8) hours of after-care work during the 30 calendar days following the end of the project.

VI. SCHEDULE

Task	Time Frame
Project launch	July 1, 2020
TEAM-CLIENT Online Meeting	July 2, 2020 (To be Confirmed)
Project Phase I (Grant Awards)	July 1 through July 22, 2020
Project Phase II (Grant Administration)	July 22 through December 30, 2020
CLIENT Meetings (with Monthly Dashboards)	Weekly or Every Other Week (As Appropriate)
Final CLIENT Meeting	Week of January 4, 2021
Project Report to CLIENT	January 15, 2021

VII. WORK PRODUCT

The work product and deliverables produced through this agreement shall be considered to be jointly owned by BEACON and the CLIENT. BEACON agrees to provide CLIENT copies of dashboards, tools, documentation, and supporting documents related to the deliverables developed through project.

VIII. BUDGET AND METHOD OF PAYMENT

For assisting the CLIENT with the Awarding and Administration of up to 250 Grant awards, the project fee for this study will be \$60,000 plus the 10% Administration and Finance (A&F) fee levied by Salisbury University. This is a Fixed Fee for the first 250 awards. This fee is valid for an awarding ratio of 50% or more (no fewer than one in two applicants receiving grants). If the number of applications is higher than 500, BEACON will be paid an additional \$100 per application to be reviewed. Also, for grant awards that exceed the 250 included in the fixed BEACON fee, BEACON will be paid \$250 for the \$5,000 and \$7,500 Level Grant Awards and \$300 for the \$10,000 Level Grant Awards. BEACON will absorb the 10% A&F fee for these additional payments.

The fixed fee of \$60,000 will be payable to BEACON in two installments. 50% of the total (\$30,000 plus the \$3,000 A&F Fee) will be due at the beginning of the project period. The remainder (\$30,000 plus the \$3,000 A&F Fee) will be payable upon project completion. The additional fees described above (if the trigger number of applications/awards are reached) will be paid to BEACON as invoiced. After the project is completed, there will be an after-care period for an additional 30 days, during which the BEACON team will support CLIENT in project related after-care activities for up to eight (8) hours total at no additional charge. All additional work beyond the eight hours of after-care, if requested, will be billed at \$125 per hour with at least two team members assigned to the project support work.

IX. REPRESENTATIVES

Project representatives for respective parties shall be:

For BEACON: Dr. Memo Diriker (mldiriker@salisbury.edu) Cell: 410-603-6622)

For CLIENT: _____

X. MERGER

If accepted, this proposal will embody the whole agreement of the parties. There are no promises, terms, conditions, or obligations regarding the parties' agreement other than those contained herein or incorporated herein by reference.

XI. APPROVALS

If this proposal is accepted, the parties will indicate their APPROVALS TO PROCEED by signing below.

FOR THE CLIENT:

—

DATE: _____

FULL NAME AND TITLE: _____

FOR BEACON:

DATE: _____

Dr. Memo Diriker, Director
Business, Economic, and Community Outreach Network (BEACON) at Salisbury University

FOR SALISBURY UNIVERSITY:

DATE: _____

Dr. Karen Olmstead, Provost and Senior Vice President of Academic Affairs

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

OFFICE OF THE
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Weston S. Young, Assistant Chief Administrative Officer WSY
DATE: July 1, 2020
RE: Law Enforcement Discussion

At the June 16, 2020, Commissioner Meeting, it was requested that an invitation go out to the various law enforcement departments to discuss race relations, protocols, and training provided at the Eastern Shore Criminal Justice Academy.

I have invited the Worcester County Sheriff, the Worcester County State's Attorney, the Police Chiefs of each locality within Worcester County, the Maryland State Police, the Maryland Department of Natural Resources Police, and the Director of the Eastern Shore Criminal Justice Academy.



FAXED

6/3/2020 2:47 PM

ITEM
24

COMMISSIONERS
JOSEPH M. MITRECIC, PRESIDENT
THEODORE J. ELDER, VICE PRESIDENT
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Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

June 3, 2020

TO: *The Daily Times Group and Ocean City Today Group*
FROM: Weston S. Young, Assistant Chief Administrative Officer *WSY*

Please print the attached notice in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on June 25, 2020 and July 2, 2020. Thanks.

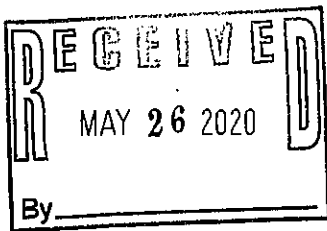
NOTICE OF PUBLIC HEARING
PROPOSED CONSTRUCTION OF SPRAY IRRIGATION
FOR THE NEWARK SANITARY SERVICE AREA
WORCESTER COUNTY, MARYLAND

In accordance with the provisions of Section PW 5-307(b) of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland, the Worcester County Commissioners will hold a public hearing regarding the estimated cost of construction for the spray irrigation project in the Newark Sanitary Service Area (the Project). The Project includes construction of a spray irrigation site on 42 acres of County-owned farmland, north of the Worcester County Developmental Center. The Project will eliminate the surface water discharge to Windmill Creek from the Newark Wastewater treatment plant as agreed upon by Maryland Department of the Environment (MDE) Consent Order CO-15-2250. Total estimated Project cost is \$2.1 million and will be funded by the MDE through a \$1.05 million low interest loan and a \$1.05 million grant. The loan will be funded by a quarterly assessment of \$55 per equivalent dwelling unit (EDU) for all customers in the Newark Sanitary Service Area. For additional information, please contact Director of Public Works John Tustin at 410-632-5623. The public hearing on this matter will be held on:

TUESDAY, JULY 7, 2020
at 11:00 A.M.
in the COUNTY COMMISSIONERS MEETING ROOM
ROOM 1101 - COUNTY GOVERNMENT CENTER
ONE WEST MARKET STREET, SNOW HILL, MARYLAND 21863

All interested citizens are encouraged to attend the hearing and express their views on this matter. Both written and oral testimony will be accepted.

THE WORCESTER COUNTY COMMISSIONERS



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

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

Proposed Public Hearing
on July 7, 2020

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John H. Tustin, P.E., Director *JHT*
DATE: May 26, 2020
SUBJECT: Newark Spray Irrigation
Public Hearing Request

Page

Low Bid — 5
Consent Order — 13

As required by County Code PW5-307(b) (2), we are requesting a Public Hearing be held to approve the Newark Spray Irrigation Project.

The project includes construction of a spray irrigation site on 42 acres of County owned farmland, north of the Worcester County Developmental Center. It will utilize center pivot technology, associated pumps and piping from the treatment lagoon to eliminate the surface water discharge to Windmill Creek from the Newark Wastewater treatment plant, as agreed upon by Consent Order between the Maryland Department of the Environment and the County Commissioners of Worcester County.

see P.
18

The project is estimated to cost \$2.1 million and will be funded by the Maryland Department of the Environment through a \$1.05 million low interest loan and a \$1.05 million grant. The loan will be funded by a quarterly assessment of \$55 per EDU added to the customer's water/sewer bill.

We are available to discuss this issue at your convenience.

cc: John S. Ross, P.E. Deputy Director
Jessica R. Wilson, Assistant Chief Finance Officer

APPROVED
Worcester County Commissioners
Date 4/2/2020

16

§ PW 5-306. Services outside service area. [Amended 8-16-2005 by Bill No. 05-11; 12-20-2005 by Bill No. 05-15]

- (a) Extension of services outside service area. The County Commissioners may allow sanitary services to be extended outside the boundaries of a service area to provide service by contract to another sanitary service area, shared sanitary facility, County project or facility, as determined by the County Commissioners. In all such cases the recipient of such service shall fairly compensate the sanitary service area providing service for maintenance and operation cost and for a proportionate share of the value, as determined by the County Commissioners, of the sanitary facilities required to provide the service. In emergency circumstances, service may be provided to an individual property. In the case of providing service to an individual property, the Commissioners must determine that such service is required because of a bona fide health or environmental emergency. The procedure for providing service outside the service area shall be the same as the procedure for an amendment to a sanitary service area set forth in § PW 5-305 of this Article based upon a petition filed by the owner or owners of the property requesting service or by action of the County Commissioners. The County Commissioners, in order to provide service outside the sanitary service area by contract, shall make all of the factual findings required by § PW 5-305, and the proposal must meet with all of the requirements of this section as well as the requirements of § PW 5-305. In cases where services are provided by contract outside of a sanitary service area the County Commissioners may establish rates and fees at the time of the resolution providing for such service. Such rates may be higher or lower than the rate charged within the sanitary service area providing service as determined by the County Commissioners for good cause. All rates and fees shall be subject to the annual budgetary process of § PW 5-310.
- (b) Temporary services. Upon a recommendation by the Department of Public Works, in cases where it is determined necessary, appropriate, or desirable by the County Commissioners, temporary treatment of wastewater generated in one sanitary service area may be provided in another sanitary service area and/or potable water may be supplied from one sanitary service area to another sanitary service area, provided such temporary arrangement does not exceed three hundred sixty-five consecutive days and provided an agreement shall be entered into between the service areas and executed on behalf of the County Commissioners by the Department of Public Works. No arrangement for inter-service area wastewater treatment or supply of potable water shall be made in cases where the wastewater treating area or potable water supplying area lacks sufficient capacity for such service.

§ PW 5-307. Construction of sanitary facilities.

- (a) Construction by developer. Where the proposed sanitary facilities are intended to serve land which is substantially vacant and undeveloped, the developer shall be required to enter into an agreement with the County Commissioners to provide for the construction of the facilities. The agreement shall provide: (1) that the developer shall secure all necessary permits for the benefit of the county, and which may not be modified without the consent of the county, and shall construct the facilities in accordance with all required permits and applicable standards; (2) that the developer shall deed to the county

free and clear of all encumbrances, at the time of the recordation of any subdivision plat or final approval of any site plan all parcels reserved for construction of sanitary facilities; (3) that the developer shall warrant the construction and performance of the sanitary facilities for a period of not less than two years from the date of acceptance by the county and shall post construction and maintenance bonds in an amount to guarantee the warranty which in the case of a maintenance bond shall be no more than 50% of the actual cost of all equipment; (4) that upon completion of the facility and final inspection, approval and acceptance by the county, the developer shall transfer all permits and all those portions of the facility which are not already county property to the county free and clear of all liens and encumbrances and the county shall then assume operational control of the sanitary facilities; (5) for a cash deposit, if required by the resolution establishing the service area, for not less than one year of operation including reasonable reserves for replacement; (6) such requirements for payment of contractors and suppliers as may be required; (7) for any construction bond required by any applicable law or regulation; (8) for any reimbursement to developer for service provided from the facility to third parties and any formula relating thereto; and (9) for such other matters as may be determined by the County Commissioners to be necessary and appropriate. The agreement shall be recorded in the land records of Worcester County at the expense of the developer. Any sanitary facilities constructed by the developer must be of such a capacity to provide service for each equivalent dwelling unit reflected on the developer's subdivision plats or site plans. The County Commissioners may require a developer to construct sanitary facilities of a size and capacity greater than that necessary to serve the proposed development when that additional capacity is needed to serve other existing parcels within the service area. In such a case, those existing parcels shall be established as a sub-area and the sub-area shall be liable for reimbursing the developer for its proportionate share of the costs of the sanitary facilities constructed by the developer.

(b) Construction by county. Where a sanitary service area or sub-area has been established, the sanitary facilities shall be constructed, expanded or upgraded by the county in accordance with the following procedures.

- X
- (1) The County Commissioners shall cause to be made such studies, plans and specifications as may be necessary to solicit bids and determine the actual cost for the construction and operation of the proposed sanitary facilities.
 - (2) The County Commissioners shall hold a public hearing on the cost of the project, which hearing shall be advertised at least once per week for two weeks prior to the hearing in a newspaper of general circulation in the area of the proposed service area. At the hearing the Commissioners may ask for the vote of each property owner in the service area as to whether the project should be constructed but shall not be bound by said vote.
 - (3) Following the public hearing the County Commissioners may approve or reject the project for construction. If approved, the County Commissioners may advance funds or may issue bonds as may be authorized by Public General Law, for the construction of the project. The costs incurred in constructing the project shall be considered a debt of the sanitary service area which debt shall be repaid through the levying of and payment of assessments as provided for in this Subtitle.

- (c) Standards. The County Commissioners may, by resolution, adopt codes and standards for the construction, operation and use of sanitary facilities.

§ PW 5-308. Operation of sanitary facilities.

Sanitary facilities shall be operated by the Worcester County Department of Public Works, provided that the County Commissioners may contract with qualified private operators or enter into leases with private operators to operate sanitary facilities.

§ PW 5-309. Plat approval and building permits. [Amended 7-13-1999 by Bill No. 99-4]

- (a) Conditions of approval and permit issuance. No subdivision plat may be recorded or site plan finally approved for any development in a sanitary service area until the sanitary facilities have either been completely constructed and in operation or the construction is provided for by agreement with the County Commissioners and has been adequately bonded to the county. No building permit for any structure in a sanitary service area shall be issued until the county shall determine that the construction of the sanitary facilities is substantially completed as determined by the County Commissioners upon the advice and the recommendation of the County Environmental Programs Administrator and, if the facilities are being constructed by a developer, that the remaining work is adequately bonded to the county. No occupancy permit shall be issued for any structure in a sanitary service area until the sanitary facilities are completed and are operating to the satisfaction of the county and have been transferred to the county.

- (1) Notwithstanding the provisions contained in Subsection (a) above, permits for no more than four model homes may be issued for any subdivision where the proposed water supply system and/or sewage disposal system have been approved by the Department of the Environment but not constructed, subject to the following:

- A. The water supply system and/or sewage disposal system have been bonded in their entirety to the satisfaction of the County Commissioners.
- B. There shall be no water supply extended to the model homes.
- C. All plumbing shall terminate at the building foundation.
- D. Model home owners/developers shall utilize the model homes only for display purposes and they must not be either sold or occupied for any purpose until the water supply system and/or sewage disposal system are available to serve them. Agreements to this effect must be signed by all owners/developers, contractors and lienholders and recorded in the land records of Worcester County.

§ PW 5-310. Budget, assessments and charges.

- (a) Service area budget. The County Commissioners shall each year, by resolution, approve and adopt a budget for each service area which shall specify estimated expenses of the

BID FORM

PROJECT IDENTIFICATION: Newark Spray Irrigation

CONTRACT IDENTIFICATION: E.A. Project No. 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)

12/2/19112/3/192

- 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.	BASE BID ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
GENERAL					
1	Mobilization and Demobilization	1	LS	\$8207	\$8207
2	Survey and Stake Out	1	LS	\$19616	\$19616
3	Equipment Startup and Forcemain Pressure Testing	1	LS	\$11,986	\$11,986
4a	Lagoon Earthwork - Structural Fill	800	CY	\$39.51	\$31,608
4b	Lagoon Earthwork - Clay	400	CY	\$62.25	\$22,900
5	Raising of Existing Concrete Comminutor, Manhole, and Valve Vault	3	EA	\$4248	\$12,744
6	Selective Demolition and Abandonment	1	LS	\$6479	\$6479
EROSION AND SEDIMENT CONTROL					
7	Furnish and Install Stabilized Construction Entrance	2	EA	\$2881	\$5762
8	Furnish/Install/Maintain Silt Fence	7000	LF	\$1.57	\$10,990
9	Furnish/Install/Maintain Super Silt Fence	1400	LF	\$8.11	\$11,354
10	Vegetative Stabilization	10	AC	\$1903	\$19,030
11	Gravel Access Driveways	400	CY	\$10.5	\$4,200
12	Turbidity Barrier - Type 1	440	LF	\$121.65	\$53,526
CHLORINE CONTACT CHAMBER DEMOLITION					
13	Wet Well structure retrofit (Demo, Associated Excavation for vertical expansion)	1	LS	\$42,027	\$42,027
14	Demolish and Remove all Mechanical Equipment, Hangers, Fiberglass Lid, and Baskets	1	LS	\$7775	\$7775
15	Remove Associated Electrical Items and Controls	1	LS	\$3887	\$3887
WET WELL AND VALVE VAULT RENOVATIONS					
16	Furnish and Install all items and material associated with construction of the wet well	1	LS	\$39,905	\$39,905
17	SS Hardware and cables, link seals and associated piping for suction lift station	1	LS	\$50,753	\$50,753
18	Floats and Ultrasonic Level Sensor	1	LS	\$7701	\$7701
19	Magnetic Flow Meter, Vault and Appurtenances	1	LS	\$27,253	\$27,253
20	Suction Lift Station	1	LS	\$185,628	\$185,628
ELECTRICAL					
21	Electrical Service at the Lagoon	1	LS	\$78014	\$78014
22	Equipment Mounting Rack at the Lagoon	1	LS	\$3793	\$3793
23	Pump Control Panel (at the Lagoon)	1	LS	\$44,969	\$44,969
24	Power Distribution Equipment (panelboards, electrical utility meter, disconnect switch, combination motor starters, transformer) at the Lagoon	1	LS	\$103,050	\$103,050
25	Site work at the Lagoon (including installation of the underground conduits and conductors)	1	LS	\$35,963	\$35,963
26	Miscellaneous Equipment at Lagoon (including the site light and exhaust fan)	1	LS	\$14,647	\$14,647
27	Electrical Service at Spray Field	1	LS	\$5087	\$5087
28	Equipment Mounting Rack at the Spray Field	1	LS	\$3793	\$3793
29	Pump Control Panel for the Center Pivot (at the Spray Field)	1	LS	\$5218	\$5218
30	Power Distribution Equipment (panelboard, electrical utility meter, disconnect switch, combination motor starters) at the Spray Field	1	LS	\$9887	\$9887

31	Site work at the Spray Field (including installation of the underground conduits and conductors)	1	LS	\$2485	\$2485
32	Miscellaneous equipment at the Spray Field	1	LS	\$981	\$981
MECHANICAL					
33	Furnish and Install Air Release Valve	2	EA	\$6315	\$12630
34	Furnish and Install Blow Off Valves	3	EA	\$6189	\$18567
35	Furnish and Install Sampling Station	1	EA	\$8100	\$8100
36	Furnish and Install Fittings	1	LS	\$10,516	\$10,516
37	Furnish and Install RCP Pipe	40	LF	64.54	\$2582
38	Furnish and Install Duplex Basket Strainer	1	EA	\$27,640	\$27,640
39	Furnish and Install 6" C-900 Forcemain - Open Cut	3,100	LF	\$35.19	\$109,089
40	Furnish and Install 6" Directional Drilled Forcemain	3,600	LF	84.02	\$302,472
41	Furnish and Install Precast Concrete Air Release and Blow off Valve Structures	13	EA	\$1849	\$24037
42	Center Pivot Spray Irrigation System	1	LS	125230	125230
43	AASHTO No. 57 Stone for Pipe Bedding	100	Tons	70.82	7082
TOTAL BID:				1,646,963	
ITEM NO.	ALTERNATE BID ITEM DESCRIPTION	ESTIMATED QTY	UNIT	COST PER UNIT (\$)	TOTAL ITEM COST (\$)
01	Allowance for Integration of Equipment into County Scada System, Programming Changes to Existing Central Computer	1	LS	\$17291	\$17291

TOTAL BASE BID (Bid Items 1- 43) PRICE IN WORDS: one million six hundred forty six thousand nine hundred sixty three dollars

TOTAL BASE WITH ADD ALTERNATES (Bid Items 1- 43 and Alternate Bid Item No. 01)
 BID PRICE IN WORDS: \$1,664,254.00 one million six hundred sixty four thousand two hundred and four dollars

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

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 December 9th, 2019.

If Bidder is:

An Individual

By _____ (SEAL)
(Individual's Name)

(Signature)

doing business at

Business Address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

(Signature)

Business Address: _____

Phone Number: _____

A Corporation

By Bunting and Murray Construction (SEAL)
(Corporation Name)

Delaware
(State of Incorporation)

By Jay C Murray
(Name of Person Authorized to Sign)
President
(Title)

Jay C Murray Pres
(Signature)

(Corporate Seal)

Attest Coleman Bunting Jr (SEAL)
(Secretary)

Business Address: 32924 Lighthouse Rd Seaboard DE 19975

Phone Number: 302 436 5144

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.)



EA Engineering, Science,
and Technology, Inc.

11200 Racetrack Road Unit 101
Ocean Pines, MD 21811
Telephone: 410-641-5341
Fax: 410-641-5349
www.eaest.com

December 16, 2019

Mr. John Tustin, P.E.
Director
Worcester County Dept. of Public Works
6113 Timmons Road
Snow Hill, Maryland 21863

**Subject: Newark Spray Irrigation Project – Worcester County, Maryland
Bid Package Review, Tabulation and Recommendation**

Dear Mr. Tustin:

Bids were received on December 9, 2019 for the Worcester County Newark Spray Irrigation Project. Three bids were received from the following contractors: Bunting & Murray Construction Corporation, AIM Services, Inc., and Chesapeake Turf, LLC. On behalf of the County, EA Engineering, Science and Technology, Inc. PBC (EA) has reviewed each of these bids for completeness in accordance with the bid documents, submitted bid cost, and qualifications based on the type of work to be performed. A Bid Tabulation is attached to this letter for reference. The bid form for this project included one alternative bid item; Allowance for Integration of Equipment into County Scada System and Programming changes to the existing central computer. EA understands that the County would like to include the Alternate Bid Item No. 1. The following is a summary of each of the bids received inclusive of the Base Bid Items and Bid Alternate No. 1.

Bunting and Murray Construction submitted a Base Bid of \$1,646,963.00 and Bid Alternate No. 1 for \$17,291.00. However, two errors were located when tabulating line items 26 and 37 resulting in a reduction in the base bid amount. EA contacted Bunting and Murray to confirm the summation errors. The adjusted base bid is \$1,586,962.60. The bid package included a completed bid form, bid bond, consent of surety, Assurances for Compliance with Federal Laws and Regulation for Water Quality-Treatment Work and Drinking Water Project form, Maryland Department of the Environment Disadvantaged Business Enterprise (DBE) Good Faith checklist, Environmental Protection Agency DBE Subcontractor Utilization Form for Bunting and Murray Construction and Quarry Unlimited, and various correspondence with potential subcontractors. Additionally, Bunting and Murray Construction was active during the bidding phase attending the pre-bid meeting and submitting multiple questions throughout bid advertisement. Bunting and Murray has successfully completed several projects for Worcester County and most recently the Showell School Project which included a pump station, force main and waterline.

AIM Services, Inc. submitted a Base Bid of \$1,839,300.00 and a Bid Alternate No. 1 for \$14,280.00. The bid package included a completed bid form, bid bond, Assurances for Compliance with Federal Laws and Regulation for Water Quality-Treatment Work and Drinking Water Project form, Maryland Department of the Environment Disadvantaged Business Enterprise (DBE) Good Faith checklist, Environmental Protection Agency DBE Subcontractor Utilization Form for Quarry Unlimited, and list of major suppliers/subcontractors.

Chesapeake Turf, LLC submitted a Base Bid of \$2,195,810.00 and Bid Alternate No. 1 for \$17,800.00. The bid package included a completed bid form, proposal bond, Maryland Department of the Environment Disadvantaged Business Enterprise (DBE) Good Faith checklist, Environmental Protection Agency DBE Subcontractor Utilization Form for Chesapeake Turf, LLC. listing Quarry Products "Unlimited" Inc., Atlantic Surveying & Mapping LLC, Acorn Supply & Distributing Inc., and R.L EWING Contractors, Inc.



Mr. John Tustin, P.E. – Worcester County
Newark Spray Irrigation Project - Bid Review
December 16, 2019, Page 2 of 2

Based on EA's review of all supplied bid packages, phone discussions, credentials, and bid price, EA recommends the County consider Bunting and Murray Construction be awarded the Newark Spray Irrigation project in the amount of \$1,604,253.60 inclusive of the corrected Base Bid and Bid Alternate No. 1.

Respectfully yours,
EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC. PBC

A handwritten signature in black ink, appearing to read 'Darl Kolar', is positioned below the typed name.

Darl Kolar, P.E., BCEE
Project Manager

Cc: John Ross, P.E. Deputy DPW Worcester County

INFO



MARYLAND DEPARTMENT OF THE ENVIRONMENT

1800 Washington Boulevard • Baltimore MD 21230

410-537-3000 • 1-800-633-6101 • www.mde.maryland.gov

Larry Hogan
Governor

Ben Grumbles
Secretary

Boyd Rutherford
Lieutenant Governor

RECEIVED

MAY 20 2015

WOR CO ADMIN

MAY 14 2015

CERTIFIED MAIL

Madison J. Bunting, Jr., President
Commissioners of Worcester County
1 West Market Street, Room 110
Snow Hill, Maryland 21863

Copy: Sewer Committee

Newark WWTP Consent Order
Dated May 13, 2015

Dear Mr. Bunting:

Enclosed please find a copy of the fully executed Consent Order, CO-15-2250, between the Worcester County Department of Public Works, Water and Wastewater Division ("County") and the Maryland Department of the Environment ("MDE") regarding alleged violations of NPDES Discharge Permit Number MD020630, State Discharge Permit Number 11-DP-0141, at the Newark Wastewater Treatment Plant from June 1, 2008 through August 31, 2014.

In settlement of this matter, the County has agreed to pay a total penalty of \$5,000 to the Maryland Department of the Environment in 18 consecutive monthly installments in accordance with the Promissory Note and Confessed Judgment incorporated into the Consent Order. Enclosed please find an invoice for the first three installments of \$277.78 each, or a total of \$833.34, which is due on June 1, 2015. Please pay by check made payable to the Maryland Department of the Environment and submit to the Maryland Department of the Environment, Fiscal Services Division, P.O. Box 2057, Baltimore, MD 21203-2057. Please include the remittance copy of the enclosed invoice with your payment. Subsequent invoices will be mailed to you as payments become due.

Your cooperation in reaching a mutually acceptable resolution to this matter is appreciated. If any questions or problems arise, please do not hesitate to contact Matthew D. Standeven, Staff Attorney, MDE, at (410) 537-3704.

Sincerely,

Virginia F. Kearney
Virginia F. Kearney, Acting Director
Water Management Administration

VFK:ple

Enclosures

cc: Harold Higgins
John Ross
John Tustin
Matthew D. Standeven, Staff Attorney, MDE

13



STATE OF MARYLAND
DEPARTMENT OF THE
ENVIRONMENT
1800 Washington Boulevard
Baltimore, Maryland 21230

v.

COMMISSIONERS OF
WORCESTER COUNTY,
MARYLAND
1 West Market Street, Room 1103
Snow Hill, Maryland 21863

SECRETARY OF THE
ENVIRONMENT

WATER MANAGEMENT
ADMINISTRATION

CO-15-2250

CONSENT ORDER

The Maryland Department of the Environment ("MDE" or the "Department"), pursuant to the powers, duties, and responsibilities vested in and imposed upon the Secretary of the Environment by the provisions of Titles 1 and Title 9, Subtitles 2 and 3, of the Environment Article, Annotated Code of Maryland (the "Environment Article"), as delegated to the Director of the Water Management Administration (the "Administration"), has conducted an investigation of the Newark Wastewater Treatment Plant, located at 7025 Worcester Highway, Newark, Maryland 21841 (the "Facility"), which is owned and operated by the Commissioners of Worcester County, Maryland (the "County"), and determined that:

1. The discharge of any pollutant into waters of this State is prohibited by § 9-322 of the Environment Article unless such discharge is in compliance with the terms, conditions, and requirements of a discharge permit issued pursuant to § 9-323 of the Environment Article and the regulations promulgated thereunder.
2. Pursuant to § 9-323 of the Environment Article, the Administration issued State Discharge Permit Number 11-DP-0141/ NPDES Discharge Permit Number MD0020630 (the "Discharge Permit") to the County for the discharge of pollutants from the Facility to an unnamed tributary of Marshall Creek, which is designated as Use I waters and is protected for water contact recreation and nontidal warmwater

aquatic life. The Discharge Permit became effective on January 1, 2012 and will expire on December 31, 2016. A copy of the Discharge Permit is attached hereto and incorporated herein as Exhibit A.

3. Special Condition II.A of the Discharge Permit limits the quality of the effluent discharged by the Facility. These limitations apply to biochemical oxygen demand ("BOD"), total suspended solids ("TSS"), turbidity, ammonia as N, E.coli, total residual chlorine ("TRC"), pH, and dissolved oxygen ("DO") as follows:

a. BOD:

(From 9/1 – 5/31)

- i. Monthly average loading rate of 18 pounds per day ("lb/d");
- ii. Weekly average loading rate of 26 lb/d;
- iii. Monthly average concentration of 30 milligrams per liter ("mg/l"); and
- iv. Weekly average concentration of 45 mg/l.

(From 6/1 – 8/31)

- i. Monthly average loading rate of 12 lb/d;
- ii. Weekly average loading rate of 18 lb/d;
- iii. Monthly average concentration of 20 mg/l; and
- iv. Weekly average concentration of 30 mg/l.

b. TSS:

- i. Monthly average loading rate of 53 lb/d; and
- ii. Monthly average concentration of 90 mg/l.

c. Turbidity:

- i. Monthly average concentration of 50 NTU.

d. Ammonia as N:

(From 11/1 – 3/31)

- i. Monthly average loading rate of 1.9 lb/d;
- ii. Daily average loading rate of 6.4 lb/d;
- iii. Monthly average concentration of 3.3 mg/l; and
- iv. Daily average concentration of 11 mg/l.

(From 4/1 – 10/31)

- i. Monthly average loading rate of 0.8 lb/d;
 - ii. Daily average loading rate of 7.0 lb/d;
 - iii. Monthly average concentration of 3.3 mg/l; and
 - iv. Daily average concentration of 12 mg/l.
 - e. E. Coli:
 - i. Monthly geometric mean of 126 MPN/100 ml.
 - f. TRC:
 - i. Daily maximum of 0.011 mg/l.
 - g. pH:
 - i. Daily maximum of 8.5 standard units; and
 - ii. Daily minimum of 6.5 standard units.
 - h. DO:
 - i. Daily minimum of 5.0 mg (11/1 – 3/31); and
 - ii. Daily minimum of 7.0 mg/l (4/1 – 10/31).
- 4. Special Condition II.B of the Discharge Permit requires the County to measure BOD, TSS, turbidity, ammonia as N, and E. coli at a minimum of once per week from the sampling point at the Facility. Special Condition II.B of the Discharge Permit also requires the County to measure TRC, DO, and pH at a minimum of once per day. Flow must be recorded continuously.
- 5. General Condition III.A of the Discharge Permit requires the County to summarize its monitoring results each month and to submit them to the Administration on Discharge Monitoring Reports ("DMRs"). DMRs must be submitted to the Department no later than the 28th of the month following the reporting month.
- 6. DMRs submitted by the County from July 2008 to September 2014 indicate that the Facility has consistently violated the effluent limitations for BOD, DO, E. coli, and ammonia as N. The specific self-reported effluent limitation violations are listed in Exhibit B, which is attached hereto and incorporated herein.

7. The Department and the County have mutually agreed to enter into this Complaint and Consent Order (the "Consent Order") to resolve the violations identified in Exhibit B and to establish a plan and schedule for the construction of improvements that will enable the Facility to comply with the Discharge Permit. The Consent Order does not replace or modify the Permit, but establishes stipulated penalties for effluent limitation violations that occur during the construction of improvements at the Facility. The Consent Order also includes interim performance standards for BOD, TSS and Ammonia-N that are equal to two times the established limits in the Discharge Permit and that will be in effect during actual construction of improvements that affects system performance at the Facility. All other effluent limitations in the Discharge Permit will remain in effect throughout the effective period of this Consent Order.

THEREFORE, it is on this 13th day of May, 2015, pursuant to §§ 9-322, 9-323, and 9-335 of the Environment Article, **AGREED** between the Director of the Water Management Administration and the Commissioners of Worcester County, Maryland and **ORDERED** by the Director that the County shall:

WORK TO BE PERFORMED

8. Within 60 days of the effective date of this Consent Order, submit to the Administration, for its review and approval, a plan and schedule for the installation of a spray irrigation system at the Facility. The plan and schedule shall include an estimated timeline for all phases of the development and construction of the spray irrigation system, including: (1) local water and sewer plan approval, (2) sample well installation and groundwater monitoring, (3) project financing and funding applications, (4) ground water discharge permit approval, and (5) design/construction. The plan and schedule shall also include a start date and a completion date for each phase of the development and construction of the system.

9. Implement and complete the development and construction of the spray irrigation system in accordance with the plan and schedule, as approved or amended by the Administration.

10. Operate and maintain the Facility in order to comply with the Discharge Permit effluent limitations and the interim performance standards, as set forth in Paragraph 11 below, during the period in which this Consent Order is in effect.

INTERIM PERFORMANCE STANDARDS

11. Beginning on the date when construction starts at the Facility and continuing until the spray irrigation system is completed in accordance with the plan and schedule approved by the Administration, the County shall operate and maintain the Facility during the period of actual construction that affect treatment processes so as to at least comply with the following interim performance standards for BOD, TSS and total ammonia as N:

a. BOD:

(9/1 - 5/31)

- i. Monthly average loading rate of 36 lb/d;
- ii. Weekly average loading rate of 52 lb/d;
- iii. Monthly average concentration of 60 mg/l; and
- iv. Weekly average concentration of 90 mg/l.

(6/1 - 8/31)

- i. Monthly average loading rate of 24 lb/d;
- ii. Weekly average loading rate of 36 lb/d;
- iii. Monthly average concentration of 40 mg/l; and
- iv. Weekly average concentration of 60 mg/l.

b. TSS:

- i. Monthly average loading rate of 106 lb/d; and
- ii. Monthly average concentration of 180 mg/l.

c. Ammonia as N:

(From 11/1 - 3/31)

- i. Monthly average loading rate of 3.8 lb/d;
- ii. Daily average loading rate of 12.8 lb/d;
- iii. Monthly average concentration of 6.6 mg/l; and
- iv. Daily average concentration of 22 mg/l.

(From 4/1 - 10/31)

- i. Monthly average loading rate of 1.6 lb/d;
- ii. Daily average loading rate of 14 lb/d;
- iii. Monthly average concentration of 2.8 mg/l; and
- iv. Daily average concentration of 24 mg/l.

OTHER EFFLUENT LIMITATIONS

12. All other effluent limitations set forth in the Discharge Permit not specifically addressed in the Consent Order shall remain in full force and the County shall comply with each effluent limitation at all times.

CIVIL PENALTY

13. In full settlement of the Discharge Permit violations alleged herein, the County agrees to pay the sum of \$5,000 (Five Thousand Dollars) to the Department (the "Civil Penalty"). Payment of the Civil Penalty shall be made in accordance with the attached Promissory and Confessed Judgment Note, which is incorporated herein by reference.
14. Payment of the Civil Penalty shall be made by check and mailed to the following address: Maryland Clean Water Fund, c/o Maryland Department of the Environment, Fiscal Services Division, Case Receipts/Advances Unit, P.O. Box 2057, Baltimore, Maryland 21203-2057.
15. The Department shall submit invoices to the County notifying it of the penalty payment amount and due date. Unless otherwise notified by the County, the Department will send all invoices and notices relating to this matter to the County at the following name and address: Madison J. Bunting, Jr., President, Commissioners of Worcester County, 1 West Market Street, Room 110, Snow Hill, Maryland 21863.

Should the name and/or address listed herein change, please notify: Sharon Talley, Water Management Administration, Maryland Department of the Environment, 1800 Washington Boulevard, Baltimore, Maryland 21230. The lack of receipt of an invoice has no effect on the County's obligation to make timely penalty payments to the Department.

16. The County agrees to pay an additional penalty of \$20,000 (Twenty Thousand Dollars), which will be held in abeyance pending the timely installation of the spray irrigation system at the Facility, as set forth in the approved plan and schedule. As long as the County completes the spray irrigation system installation in accordance with the approved plan and schedule, the \$20,000 will not have to be paid. The \$20,000 held in abeyance will have to be paid to the Department if installation of the spray irrigation system is not completed according to the approved plan and schedule. Payment shall be made to the Department as specified in Paragraph 14, above. Payment of the \$20,000 held in abeyance shall be due 30 days after written demand by the Department. The County reserves the right to contest within 30 days of written demand for payment whether a violation of this subsection occurred, subject to the limitations of Paragraph 19, below.

STIPULATED PENALTIES

17. The County shall pay stipulated penalties to the Department in accordance with the following criteria:
- a. If the County fails to submit a plan and schedule to the Administration for the installation of a spray irrigation system at the Facility, as required by this Consent Order, or if the County fails to complete the installation of the spray irrigation system at the Facility in accordance with a plan and schedule, as approved or amended by the Administration, the County shall pay \$100 per day for each day beyond the milestone date set forth in the approved plan and schedule until the requirement is met.
 - b. If the Facility has effluent sample values that exceed any applicable monthly interim performance standards or monthly Discharge Permit limitations if no

monthly interim performance standard applies, the County shall pay a stipulated penalty of \$250 for each monthly interim performance standard or Discharge Permit limitation that is exceeded.

- c. If the Facility has effluent sample values that exceed the applicable weekly interim performance standards or weekly Discharge Permit limitations if no weekly interim performance standard applies, the County shall pay a stipulated penalty of \$125 for each weekly interim performance standard or Discharge Permit limitation that is exceeded.
- d. If the Facility has effluent sample values that exceed any applicable daily interim performance standards or daily Discharge Permit limitations if no daily interim performance standard applies, the County shall pay a stipulated penalty of \$50 for each daily interim performance standard or daily Discharge Permit limitation that is exceeded.

18. Any stipulated penalties payable under Paragraph 17.a., above, shall be held in abeyance pending the timely completion of the spray irrigation system at the Facility, as set forth in the approved plan and schedule. If the County completes the spray irrigation system installation in accordance with the approved plan and schedule, then it shall not have to pay any stipulated penalties pursuant to Paragraph 17.a. Any stipulated penalties held in abeyance will become payable to the Department if installation of the spray irrigation system is not completed according to the approved plan and schedule. Payment of all stipulated penalties held in abeyance shall be due 30 days after written demand by the Department. The County reserves the right to contest within 30 days of written demand for payment whether a violation of this subsection occurred, subject to the limitations of Paragraph 19, below.

19. The County agrees not to contest the amount of a stipulated penalty but reserves the right to contest whether a violation has occurred unless the County has self-reported such violation on its monthly DMRs. Neither demand for, nor payment of, any stipulated penalties under this Consent Agreement shall be construed as an election of a remedy or other limitation on the Department's discretion to seek any form of

injunctive relief available to it under the Environment Article. The absence of stipulated penalties for a violation of this Consent Order shall not be construed to limit in any way the Department's discretion to seek civil or administrative penalties, any form of injunctive relief, or any other right, remedy, or sanction available to it under law.

20. Any stipulated penalty due pursuant to this Consent Order shall be paid to the Clean Water Fund, c/o the Maryland Department of the Environment, Fiscal Services Division, Cash Receipts/Advance Unit, P.O. Box 2057, Baltimore, Maryland 21203-2057, within 30 days of notification by the Administration. The Administration may in its discretion reduce or waive the penalty if it determines that noncompliance is attributed to a force majeure as described below.

NOTIFICATION

21. The County shall notify the Department upon completion of the work required to be performed hereunder. All notification required under this Consent Agreement shall be in writing and be sent to Sharon Talley, Chief, Enforcement Division, Compliance Program, Water Management Administration, Maryland Department of the Environment, 1800 Washington Boulevard, Baltimore, Maryland 21230.

PERSONS BOUND BY THIS ORDER

22. This Consent Order shall be binding upon the Department and the County, as well as their respective agents, employees, successors, and assigns. The work required to be performed hereunder by the County, its successors and assigns, officers, directors, employees, agents independent contractors, contractors, subcontractors, and consultants shall be carried out in accordance with the requirements of this Consent Order, and each party shall be responsible for the failure of its officers, directors, employees, independent contractors, contractors, subcontractors, or consultants to do so.

NO ADMISSIONS OR WAIVERS

23. Nothing contained herein shall constitute a waiver of the rights of the Department to proceed in an administrative or civil action for violations of the terms of this Consent Order or any other violations of Maryland law not addressed herein, to the extent such actions are allowed by law. Nor shall anything set forth in this Consent Order be deemed a waiver of the County's right to contest such proceedings by the Department.
24. Nothing in this Consent Order shall be construed to relieve the County of any violation or obligations under laws and regulations promulgated or enforced by local, municipal, or federal entities.
25. Nothing in this Consent Order shall be construed to limit any authority of the Administration to issue any other orders, enforce any applicable permits, or to take any action it deems necessary to protect the public health or comfort, or to limit any authority the Administration now has or may hereafter be delegated, or as a waiver of the County's obligation to comply with the Discharge Permit. The Administration's approval of plans and specifications pursuant to this Consent Order does not in any way warrant that the plans and specifications will be successful in controlling water pollution or reducing permit violations. Subject to the preceding two sentences and any amendment or withdrawal of this Consent Order, this Consent Order shall remain in effect until all obligations required herein have been completed as determined by the Department.

DELAY

26. If any event occurs which causes, or which the County reasonably expects to cause, a delay in the achievement of any requirement imposed by this Consent Order, the County shall notify the Department, in writing, within ten (10) working days of obtaining knowledge of the occurrences of such event and of its impact on timely compliance. The notice shall identify the cause of the delay, an estimate of the anticipated length of delay, the measures taken and to be taken by the County to prevent or minimize the delay, and an estimate of the date by which such measures

will be completed. The County shall promptly implement all reasonable measures to prevent or minimize any such delay and to comply with all requirements of the Consent Order as soon as reasonably possible. The County may request, in writing, an extension of any deadline at least ten (10) working days prior to such deadline. The Department may, at its sole discretion, grant an extension upon such a request. If such an extension is granted, any stipulated penalty, if applicable, shall not accrue.

FORCE MAJEURE

27. The County shall perform the requirements of this Consent Order in the manner and within the time limits set herein, unless the performance is prevented or delayed by events that constitute a force majeure. The County shall have the burden of proving such a force majeure. A force majeure is defined as any event or circumstance arising from causes not reasonably foreseeable and beyond the control of the County which cannot be avoided or overcome by due diligence and which delays or prevents performance in the manner or by a date required by this Consent Order.
28. Circumstances beyond the control of the County include earthquake, flood or other act of God, war, riot, injunction, fire, freight embargo, or strike. Such circumstances do not include increased cost of performance, changed economic circumstances, including the lack of necessary funding to accomplish any requirement of the Consent Order, or normal inclement weather.
29. Within ten (10) working days after becoming aware of any event that the County believes constitutes a force majeure, the County shall notify the Department of such events in accordance with Paragraph 21, above. Failure to comply with the notice provision of this section shall constitute a waiver of the County's right to assert a force majeure claim.
30. If the Department determines that the event or anticipated event that has caused or will cause the delay constitutes a force majeure, the Department may extend, in writing, the time for performance for an appropriate period of time as determined by the Department.

SUBSEQUENT MODIFICATION

31. This Consent Order contains the entire agreement of the parties and shall not be modified by any prior oral or written agreement, representation, or understanding. This Consent Order may not be modified except by written agreement of the Department and the County and shall be effective upon signature by the Department.

SEVERABILITY

32. If any provision or authority of this Consent Order or the application of this Consent Order to any party or circumstance is held by any judicial or administrative authority to be invalid, the application of such provision or authority to other parties or circumstances and the remainder of this Consent Order shall not be affected thereby and shall remain in full force.

TERMINATION

33. This Consent Order shall remain in full force and effect until all obligations and terms referred to herein have been completed or satisfied.

(signatures on following page)

MARYLAND DEPARTMENT OF THE ENVIRONMENT

5/13/15
Date

Virginia F. Kearney
Virginia F. Kearney, Acting Director
Water Management Administration

WORCESTER COUNTY, MARYLAND

April 7, 2015
Date

Madison J. Bunting, Jr.
Madison J. Bunting, Jr., President
Commissioners of Worcester County

April 7, 2015
Date

Harold L. Higgins
Harold Higgins, Chief Administrative Officer
Worcester County

Approved this 31st day of March, 2015,
as to form and legal sufficiency.

M. J. Standeven
Matthew J. Standeven
Staff Attorney

PROMISSORY AND CONFESSED JUDGMENT NOTE

The Commissioners of Worcester County, Maryland (the "County") acknowledge and promise to pay to the Maryland Department of the Environment (the "Department"), in accordance with the Consent Order of even date herewith between the County and the Department of which this Promissory and Confessed Judgment Note (the "Note") is made a part, a civil penalty in the amount of Five Thousand Dollars (\$5,000.00) for alleged violations of sections 9-322 and 9-323 of the Environment Article, Annotated Code of Maryland.

The County, pursuant to this Note, shall make payment to the Department in installments as follows:

	<u>Payment Due Date</u>	<u>Payment Amount</u>
(1)	April 1, 2015	\$277.78
(2)	May 1, 2015	\$277.78
(3)	June 1, 2015	\$277.78
(4)	July 1, 2015	\$277.78
(5)	August 1, 2015	\$277.78
(6)	September 1, 2015	\$277.78
(7)	October 1, 2015	\$277.78
(8)	November 1, 2015	\$277.78
(9)	December 1, 2015	\$277.78
(10)	January 1, 2016	\$277.78
(11)	February 1, 2016	\$277.78
(12)	March 1, 2016	\$277.78
(13)	April 1, 2016	\$277.78
(14)	May 1, 2016	\$277.78
(15)	June 1, 2016	\$277.77
(16)	July 1, 2016	\$277.77
(17)	August 1, 2016	\$277.77
(18)	September 1, 2016	\$277.77

Each payment shall be made by a single check or money order for the entire amount of each installment. The Department will issue an invoice for each installment, and the check or money order must reference the Department's invoice number. The check or money order must be payable to the Maryland Clean Water Fund, c/o the Maryland Department of the Environment, Fiscal Services Division, Cash Receipts/Advances Unit, P.O. Box 2057, Baltimore, Maryland 21203-2057.

The County's failure to make payment of any installment within thirty (30) days after the payment due date shall constitute a default. Upon the receipt of a written notice of default, the County shall have fifteen (15) days to cure such default described in said written notice. If, however, the County fails to cure such default within fifteen (15) days, the full Five Thousand Dollar (\$5,000) penalty or any unpaid balance thereof, along with court costs, interest, and reasonable attorney's fees shall become due and payable to the Department at that time.

In the event of the County's default or failure to fulfill all requirements as described in this Note, dissolution, insolvency, assignment for the benefit of creditors, or voluntary or involuntary petition for bankruptcy occurring prior to the County's complete satisfaction of its obligations, the County authorizes any attorney admitted to practice law before any court having jurisdiction to appear for it in such court, at any time thereafter, and confess a judgment in favor of the State of Maryland for the full Five Thousand Dollar (\$5,000) penalty or any outstanding balance thereof, plus interest at a rate of 6% per annum, together with collection costs and expenses, court and any other costs for filing suit (collectively, "total unpaid balance"), and any attorneys fees in the amount of 17% of the total unpaid balance.

The County waives and releases all errors in entering judgment and all rights of appeal thereof. The County further waives and releases all rights of exemption, appeal, stay of execution, inquisition, and extension upon any levy on any real estate or personal property to which it may otherwise be entitled under the laws of any State or possession of the United States now in force and which may hereafter be passed.

No waiver by the Department of any default shall be effective unless in writing. Acceptance by the Department of partial payment(s) on the required installment payments shall not be construed as a waiver of the default provisions of this Note and shall not affect or impair the rights and remedies of the Department.

This Note shall be binding and enforceable against the County, its agents, successors, and assigns.

Date April 7, 2015

Madison J. Bunting, Jr.
Madison J. Bunting, Jr., President
County Commissioners of Worcester County

Date April 7, 2015

Harold L. Higgins
Harold L. Higgins, Chief Administrative Officer
Worcester County