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.

June 15, 2021

		Item #
9:00 AM -	Vote to Meet In Closed Session in Commissioners' Meeting Room - Room 1101 Government Center, One West Market Street, Snow Hill, Maryland	
9:01 -	Closed Session: Discussion regarding the hiring of a Communication Specialist Trainee in Emergency Services, and certain personnel matters; and performing administrative functions	
10:00 -	Call to Order, Prayer (Pastor Dale Brown), Pledge of Allegiance	
10:01 -	Report on Closed Session; Review and Approval of Minutes of the June 1, 2021 Meeting	
10:05 -	Commendations for Charlene Showell for years of service and Houston Phillips for State Championships - Stock Market Game, and a Proclamation for Juneteenth	1
10:10 -	Chief Administrative Officer: Consent Agenda (On Behalf Of MD Mortgage Program, Small Project Agreement for Ocean Heights, Bid Request for Generator Preventative Maintenance, Project Closeout/CO1 for Riddle Farm Equalization Tank, Bid Request for Respite Care Parent Advocate)	2-6
10:15 -	Chief Administrative Officer: Administrative Matters (BOE Annual Budget Certification Statement, BOE FY22 County Appropriation Transmittal Schedule, Wor-Wic FY22 Spending Authority Request, Wor-Wic Letter of Intent for Applied Technology Building, Upcoming Board Appointments, STEM MOU with BOE, Findings of Fact and Resolutions for Rezoning Cases 429 and 430, Bid Recommendation for a Track Loader in Solid Waste, Stormwater Management Review Contract, Grant Modification for Waterway Improvement Fund - OC Inlet, Request for Allocation of EDU for Salt Life Park, and Lewis Road Sewer Extension)	7-18
10:25 -	Public Hearing: Disposal of Surplus Vehicles and Equipment	19
10:30 -	Legislative Session, Public Hearing: Bill 21-3 (Animal Control)	20
10:45 -	Public Hearing: Bill 21-4 Zoning (Commercial kennels)	21
11:00 -	Public Hearing: Bill 21-5: Zoning (Off-premises signs)	22
11:30 -		
12:00 -	Questions from the Press; County Commissioner's Remarks	
	Lunch	
1:00 PM -	Chief Administrative Officer: Administrative Matters (If Necessary)	11-20, 23-24

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!

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

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

Worcester County

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

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

COMMENDATION

WHEREAS, Charlene S. Showell, who began her career on May 24, 1985, has contributed 36 years of dedicated service to the District Court for the State of Maryland and the Circuit Court for Worcester County; and

WHEREAS, Ms. Showell played an integral role as a judicial assistant, and her expertise and experience have been instrumental in the overall management of the Worcester County Circuit Court.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Charlene S. Showell** for her years of devoted service and wish her a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 15th day of June, in the Year of Our Lord Two Thousand and Twenty-One.

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

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

COMMENDATION

WHEREAS, we commend Stephen Decatur High School senior Houston Phillips for taking first place in three regional championships and three state championships in the Stock Market Games (SMG) hosted by the Maryland Council on Economic Education in 2020 and 2021; and

WHEREAS, Mr. Phillips, who has set the state record by turning $100,000 into over $290,000 in the SMG, thereby dominating the competitions and becoming the most decorated SMG competitor in the history of Worcester County Public Schools.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Houston Phillips** for his outstanding achievements and for his representation of Worcester County at the regional and state levels.

Executed under the Seal of the County of Worcester, State of Maryland, this 15th day of June, in the Year of Our Lord Two Thousand and Twenty-One.

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COUNTY ATTORNEY

PROCLAMATION

WHEREAS, On June 19, 1865, two-and-one-half years after President Abraham Lincoln signed the Emancipation Proclamation, enslaved people in Texas and other remote slave states were finally informed that they were free people. This date, which has come to be recognized as Juneteenth, is representative of similar struggles for freedom and equality that are taking place throughout our nation and the world; and

WHEREAS, Juneteenth both signifies a formal end of slavery in the Unites States and serves as a call to action for each of us to elevate civility, to replace injustice with justice and equality, and to work together to end human trafficking and modern-day slavery.

NOW, THEREFORE, we, the County Commissioners of Worcester County, Maryland, stand with representatives from the Worcester County Branch of the National Association for the Advancement of Colored People to proclaim June 19, 2021 as **Juneteenth** in Worcester County.

Executed under the Seal of the County of Worcester, State of Maryland, this 15th day of June, in the Year of Our Lord Two Thousand and Twenty-One.

Joseph M. Mitrecic, President

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DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL:410.632.1200 / FAX: 410.632.3008
http://www.co.worcester.md.us/departments/drp

Memorandum

To: Worcester County Commissioners

CC: File

From: Jo Ellen Bynum

Date: 6/8/2021

Re: On Behalf Of Program

At this time, the Maryland Department of Housing & Community Development is requesting Worcester County's continued participation in the "On Behalf Of" Bond Transfer Program. The transfer of the Maryland Mortgage Program and Maryland HomeCredit Program bond allocation to the State is routinely done by local jurisdictions to avoid the costly and time-consuming process of issuing bonds at the local level. Worcester has consistently participated in this program, transferring 100% of the allocation to the Maryland Mortgage Program. Worcester County's Housing Bond allocation for 2021 is $1,995,186.

There are two programs encompassed by this bond allocation, the Maryland Mortgage Program and the Maryland HomeCredit Program. The CDA's Maryland Mortgage Program provides low interest loans to first time homebuyers and to those homebuyers who have not owned their principal residence within the last three years. There are two exceptions to the first-time homebuyer rule. If the home purchase is to be within a targeted area, the program participant need not be a first-time homebuyer; however, currently, there are no targeted areas within Worcester County. Honorably discharged veterans are also exempted from the first-time homebuyer rule; this exemption may only be used for one home purchase. Attached is the most recent information in regard to income limits and maximum mortgage amounts for Maryland Mortgage Program participants and target areas.

The Maryland HomeCredit Program provides a federal tax credit of 25% of the borrower's annual mortgage interest payment, up to a maximum credit of $2,000 in any single year for the life of the loan. To qualify for this program, applicants must be purchasing a home in Maryland and must meet borrowing criteria that include:

- the same income and home purchase limits as for the Maryland Mortgage Program
- the borrower cannot have owned a home within the past 3 years unless purchasing in a target area or if the borrower is a qualified veteran who has not previously used the Program

- the home must be the borrower's primary residence. This program is not available for refinances or existing homeowners.

I recommend the Commissioners approval of the bond transfer. To complete the transfer, the enclosed letter must be printed on Commissioner letterhead, signed and mailed by the June 30 deadline to:

Maryland Department of Housing & Community Development

7800 Harkins Road

Lanham, MD 20706

Attn: Cheronda Estep- Single Family- 3rd Floor

Additionally, new this year, prior to mailing the original to the address above, a copy of the letter must be emailed to karl.metzgar@maryland.gov

June 15, 2021

Maddy Ciulu, Director
Single Family Housing
Community Development Administration
Department of Housing & Community Development
7800 Harkins Road, Room 367
Lanham, MD 20706

Dear Ms. Ciulu:

Pursuant to Sections 13-801 through 13-807 of the Financial Institutions Article of the Maryland Annotated Code, Worcester County hereby irrevocably transfers to the Community Development Administration, for use in issuing housing bonds or mortgage credit certificates on behalf of this jurisdiction, $1,995,186 of its total $1,995,186 tax-exempt housing bond allocation as set forth in the 2020 allocation of the Maryland State Ceiling made by the Secretary of Commerce pursuant to the Article.

Very truly yours,

Joseph M. Mitrecic
President, Worcester County Commissioners

Certificate of Counsel

This transfer of a tax-exempt bond allocation is duly authorized and executed and constitutes the valid, binding and irrevocable act of Worcester County.

Roscoe Leslie
County Attorney
Attorney for: Worcester County

Maryland
DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT

LARRY HOGAN
Governor
BOYD K. RUTHERFORD
Lt. Governor
KENNETH C. HOLT
Secretary
OWEN McEVOY
Deputy Secretary

April 15, 2021

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Worcester County Admin

The Honorable John M. Mitrecic
President, Board of County Commissioners
County Government Center RM 1103
One W. Market Street
Snow Hill, MD 21863-1195

Dear President Mitrecic,

The Department of Housing and Community Development (The Department) is contacting you regarding the Annual Housing Bond Allocation. We are reaching out to you to begin the process for 2021. There is no change to the process from last year.

The Department invites Worcester County to transfer its 2021 Housing Bond Allocation to the Department. By doing this, the Department utilizes local government housing bond allocations to issue bonds to fund housing programs or to issue mortgage credit certificates. The allocation represents the amount of volume cap authority that would have been available to the local government should it choose to issue the bonds itself in order to raise capital for mortgage loans. In prior years, the annual housing bond allocation has been an extremely powerful and successful tool in creating affordable housing opportunities.

The housing bond allocation for your jurisdiction is $1,995,186.00. In order for the Department to utilize the housing bond allocation for your jurisdiction, you must transfer your allocation to the Department in writing on or before June 30, 2021.

Attachment I is a form letter to be prepared on your letterhead authorizing the transfer of bond allocation to the Department.

We ask your cooperation in transferring your 2021 bond authority to the Department. Attachment I must be prepared on your letterhead and be returned no later than June 30, 2021 to the following address:

Maryland Department of Housing and Community Development
7800 Harkins Road
Lanham, MD 20706
ATTN: CHERONDA ESTEP – SINGLE FAMILY - 3RD FLOOR

Before mailing the original please send a copy to the following email address:

karl.metzgar@maryland.gov
Before mailing the original please send a copy to the following email address:

karl.metzgar@maryland.gov

Included, for informational purposes only is Attachment II - Maryland Mortgage Program Purchase Activity for FY 2018, 2019, 2020 and 2021 as of 02/28/2021.

We look forward to your continued support of home ownership opportunities for residents of your County. Should you have any questions or need additional information, please contact Karl Metzgar at 301-429-7826 or by email at karl.metzgar@maryland.gov.

Thank you.

Sincerely,

Maddy Ciulu

Maddy Ciulu, Director

Single Family Housing

Enclosures:	Attachment I	Form Letter for Transfer of Allocation
	Attachment II	Maryland Mortgage Program Purchase Activity for FY 2018, 2019, 2020 and 2021 as of 02/28/2021.

FORM LETTER FOR 2021 TRANSFER OF ALLOCATION TO BE PREPARED ON YOUR LETTERHEAD

[Date]

Maddy Ciulu, Director
Single Family Housing
Community Development Administration
Department of Housing & Community Development
7800 Harkins Road, Room 367
Lanham, Maryland 20706

Dear Ms. Ciulu:

Pursuant to Sections 13-801 through 13-807 of the Financial Institutions Article of the Maryland Annotated Code, [*Name of Jurisdiction*] hereby irrevocably transfers to the Community Development Administration, for use in issuing housing bonds or mortgage credit certificates on behalf of this jurisdiction, $_____of its total $_____tax-exempt housing bond allocation as set forth in 2021 allocation of the Maryland State Ceiling made by the Secretary of Commerce pursuant to the Article.

Very truly yours,

[Signature]

[Name & Title of Chief Elected Official]

Certificate of Counsel

This transfer of a tax-exempt bond allocation is duly authorized and executed and constitutes the valid, binding and irrevocable act of [Name of Jurisdiction].

[Signature]

[Name & Title of Attorney]

Attorney for: [Name of Jurisdiction]

RETURN THE COMPLETED LETTER TO:

ATTN: Cherronda Estep-Single Family Housing-3RD Floor
Maryland Department of Housing and Community Development
7800 Harkins Rd
Lanham, MD 20706

ATTACHMENT II

MARYLAND MORTGAGE PROGRAM

PURCHASE ACTIVITY

FOR

WORCESTER COUNTY

	Regular MMP		Bond portion of HIDP loan	
Fiscal Year	#	Loan Amount	#	Loan Amount
2018	8	$1,207,416	0	$0
2019	3	$318,915	0	$0
2020	15	$2,539,121	0	$0
2021			0	$0

1. The Homeownership for Individuals with Disability Program (HIDP) blends bonds funds with State Funds. This Program was replaced by HomeAbility on 2/4/2019

ATTACHMENT III
PROGRAM LIMITS FOR 2021
INCOME LIMITS, MAXIMUM ACQUISTITION COSTS & CDA MAXIMUM MORTGAGE

COUNTIES & CITY	INCOME LIMITS			MAXIMUM ACQUISITION COSTS		CDA Maximum Mortgage Amounts (as of 1/01/21)
	Household Size	Non-Targeted	Targeted	Non-Targeted	Targeted	
Allegany County[1]	1 or 2		$127,200		$381,308	$356,362
	3 or more		$148,400			
Anne Arundel County[2]	1 or 2	$106,000	$127,200	$471,171	$575,875	$538,200
	3 or more	$121,900	$148,400			
Baltimore City[1]	1 or 2		$127,200		$575,875	$538,200
	3 or more		$148,400			
Baltimore County[2]	1 or 2	$106,000	$127,200	$471,171	$575,875	$538,200
	3 or more	$121,900	$148,400			
Calvert County	1 or 2	$154,800		$719,953		$548,250
	3 or more	$180,600				
Caroline County[1]	1 or 2		$127,200		$381,308	$356,362
	3 or more		$148,400			
Carroll County	1 or 2	$106,000		$471,171		$538,200
	3 or more	$121,900				
Cecil County	1 or 2	$106,000		$377,540		$431,250
	3 or more	$121,900				
Charles County	1 or 2	$154,800		$719,953		$548,250
	3 or more	$180,600				
Dorchester County[1]	1 or 2		$127,200		$381,308	$356,362
	3 or more		$148,400			
Frederick County[2]	1 or 2	$154,800	$154,800	$719,953	$879,943	$548,250
	3 or more	$180,600	$180,600			
Garrett County[1]	1 or 2		$127,200		$381,308	$356,362
	3 or more		$148,400			

*NOTE – Mortgage Limits for CDA Loans are based on the lesser of the Maximum Acquisition Cost or the CDA Maximum Mortgage Amount.

COUNTIES & CITY	INCOME LIMITS			MAXIMUM ACQUISITION COSTS		CDA Maximum Mortgage Amounts (as of 1/1/21)
	Household Size	Non-Targeted	Targeted	Non-Targeted	Targeted	
Harford County[2]	1 or 2	$106,000	$127,200	$471,171	$575,875	$538,200
	3 or more	$121,900	$148,400			
Howard County	1 or 2	$106,000		$471,171		$538,200
	3 or more	$121,900				
Kent County[1]	1 or 2		$127,200		$381,308	$356,362
	3 or more		$148,400			
Montgomery County[2]	1 or 2	$154,800	$154,800	$719,953	$879,943	$548,250
	3 or more	$180,600	$180,600			
Prince George's County[2]	1 or 2	$154,800	$154,800	$719,953	$879,943	$548,250
	3 or more	$180,600	$180,600			
Queen Anne's County	1 or 2	$106,000		$471,171		$538,200
	3 or more	$121,900				
St. Mary's County	1 or 2	$108,700		$311,980		$356,362
	3 or more	$125,005				
Somerset County[1]	1 or 2		$127,200		$381,308	$356,362
	3 or more		$148,400			
Talbot County	1 or 2	$106,000		$357,405		$408,250
	3 or more	$121,900				
Washington County[2]	1 or 2	$106,000	$127,200	$311,980	$381,308	$356,362
	3 or more	$121,900	$148,400			
Wicomico County[2]	1 or 2	$106,000	$127,200	$311,980	$381,308	$356,362
	3 or more	$121,900	$148,400			
Worcester County	1 or 2	$106,000		$311,980		$356,362
	3 or more	$121,900				

*NOTE – Mortgage Limits for CDA Loans are based on the lesser of the Maximum Acquisition Cost or the CDA Maximum Mortgage Amount.

MAXIMUM LOAN AMOUNT: **$548,250, with the following exceptions:**

- **For FHA loans, Base Loan amount plus the FHA Mortgage Insurance Premium (UFMIP) may not exceed $548,250**
- **For VA, RHS and conventional loans, base loan amount plus VA funding fee, RHS guarantee fee or conventional single premium mortgage insurance may not exceed $548,250**
- **Income limits for an RHS-guaranteed loan are the LESSER of the Maryland Mortgage Program Income Limits referenced above or the RHS Guaranteed Program Income Limits**

1 Entire jurisdiction is targeted - Buyers do not have to be first-time home buyers

2 Jurisdiction contains certain targeted census tracts (refer to Targeted Areas) in which buyers do not have to be first-time home buyers

*NOTE – Mortgage Limits for CDA Loans are based on the lesser of the Maximum Acquisition Cost or the CDA Maximum Mortgage Amount.

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JUN 07 2021
Worcester County Admin

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

DALLAS BAKER JR., P.E.
DIRECTOR

JOHN S. ROSS, P.E.
DEPUTY DIRECTOR

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FAX: 410-632-1753

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FLEET MANAGEMENT
TEL: 410-632-5675
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WATER AND WASTEWATER
TEL: 410-641-5251
FAX: 410-641-5185

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: John S, Ross, P.E., Deputy Director of Public Works
DATE: June 7, 2021
SUBJECT: Small Project Agreement – Ocean Heights

Attached is a Small Project Agreement for the Ocean Heights Water and Sewer Extension along Golf Course Road in West Ocean City. This project is for service to ten (10) existing lots and a community pool.

The design drawings prepared for this project are complete and the project is ready for construction. As with similar small projects, we have required Bay Marsh, Inc. to complete the attached standard agreement to demonstrate compliance with County Code, specifically, PW5-307.

This agreement have been reviewed by the County Attorney and it is now being presented for approval.

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

Attachment

cc: Michelle Carmean Enterprise Fund Controller
Dallas M. Baker, P.E. Director

WORCESTER COUNTY
SMALL PROJECT
WASTEWATER AND/ORWATERAGREEMENT
Reference PW5-307Code of Public Local Laws of Worcester County

THIS AGREEMENT made this ___ day of _____, 2021, by and between THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, in the capacity of the governing body of the Mystic Harbour Sanitary Service Area, hereinafter called "Service Area" and Kathleen M. Clark, formerly known as Kathleen M. Clark, hereinafter called "Developer." The parties hereto do hereby agree as follows:

A. PROJECT – Construction of facilities for public water and gravity sewer service as described in Paragraph C to serve existing lots 20 through 30 Section E of Ocean Heights hereinafter called "Facilities."

B. LOCATION PROPERTY
Properties affected by this agreement are more particularly described as follows:
Deed Reference 4317/0367 Tax Map 27 Parcels301, 302 and 307.

C. SERVICE TO BE PROVIDED Gravity Sewer and Water service for 10 single family detached dwellings on existing lots of record and a private community pool for the 10 Dwelling Units for a total of 10 EDUs.

D. LEGAL REQUIREMENTS AND PROCEDURE

Developer shall:

1. Upon the execution hereof, deed to Service Area, free and clear of all liens and encumbrances, by special warranty deed: all fee simple parcels and easements required for the operation and construction of Facilities and provide an acceptable title certificate signed by a Maryland attorney.
2. Provide plans as required by Service Area which must be satisfactory to Service Area prior to commencement of construction.
3. In cooperation with Service Area, secure all necessary permits for the benefit of Service Area and transfer the same to the Service Area.
4. Provide any construction bond required by applicable law regulation.
5. Commence construction of facilities by June 15, 2021complete construction by August 31, 2021 and Construct Facilities to the satisfaction of Service Area in accordance with all required permits to all applicable standards as established by Service Area.
6. Upon completion of Facilities and final inspection, approval and acceptance by the Service Area transfer all portions of the Facilities not already property of the Service Area free and clear of all liens and encumbrances at which time Service Area shall assume operational control of the Facilities.
7. Post such cash deposits as required by Service Area to provide for operation for not less than one year of operational costs of Facilities.
8. Provide lien releases or evidence of full and final payment to all contractors, engineers and suppliers as required by Service Area.

9. Warrant the construction and performance of Facilities for a period of not less than two years from the date of acceptance by the Service Area.
10. Post a maintenance bond in amounts to guarantee the warranty. Such bond shall be equal to 50% of actual cost of all equipment. Further provide that Service Area may set amounts of such bonds within the parameters hereof.

E. SPECIAL REQUIREMENTS ____None._____

_____

F. CONSTRUCTION AGREEMENTS

1. Developer shall construct Facilities at Developer's sole expense subject to the oversight of Service Area.
2. Developer shall make all corrections, additions, and adjustments required by Service Area to complete construction of Facilities according to all permits, plans and specifications.
3. Service Area may reject unsatisfactory work in which case it shall be redone by Developer.

G. CHARGES, COSTS, FEES AND EXPENSES

1. Developer shall pay all costs, fees and expenses of Service Area in performing of this agreement including without limitation, permit fees and costs incurred by Service Area in processing and oversight of the construction of Facilities. Those fees are costs are estimated to be $2,500.
2. A deposit in escrow for costs, fees and expenses of Service Area in the amount of $2,500 shall be made by Developer upon signing and such account maintained as required by Service Area pending acceptance by Service Area.
3. Upon completion and acceptance of the Facilities and the commencement of operation thereof, Developer shall commence payment of standard charges imposed within the service area in which the service is provided.

H. EXCESS CAPACITY-OWNED BY SERVICE AREA

1. Facilities are designed and intended to serve the existing lots of record and private community pool.
2. Any excess capacity of Facilities or of any modification or addition thereto shall be the property of Service Area and shall belong to Service Area. There shall be no recoupment of costs of construction, expenses, fees, operation or installation of Facilities by Developer unless as specifically set forth herein or in a separate written agreement between the parties.

I. MISCELLANEOUS PROVISIONS

1. In any action brought in court under this agreement the, jurisdiction venue shall be exclusively the Circuit Court of Worcester County, Maryland.
2. The provisions of this agreement shall be governed and construed according to the laws of the State of Maryland. The parties' performance of obligations hereunder shall comply with all applicable governmental requirements. Existing and future laws shall supersede this agreement. It is entered into pursuant to Section PW 5-307 of the Code of Public Local Laws of Worcester County.

3. The construction of Facilities pursuant hereto shall constitute an offer of dedication to the County Commissioners of Worcester County for the benefit of Service Area.
4. This agreement shall constitute an encumbrance on lands described in Paragraph B hereof and shall run with the land.
5. Developer and Service Area agree to cooperate in the implementation of this agreement and agree to execute such other and further assurances or additional documents and instruments as it may be reasonably required of or requested by the other party to carry out the provisions hereof.
6. The rights, obligations and duties of Service Area hereunder are delegated (subject to revocation) to the Worcester County Department of Public Works.
7. The Service Area is a governmental body and shall be entitled to all immunities and nothing herein shall negate any governmental entities..
8. All documents executed pursuant hereto shall be subject to the approval of the County Attorney for Worcester County, acting on behalf of Service Area.

SERVICE AREA

Witness

County Commissioners of Worcester County, Maryland

_____

_____
(SEAL)

Harold L. Higgins
Chief Administrative Officer

Joseph M. Mitrecic, President

Witness:

Colin D. Pedwell

Colin D Pedwell
(Print Name)

DEVELOPER

_____

Kathleen M. Clark
Print Name and Capacity

Kathleen M Clark owner
(SEAL)
Signature

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JUN 08 2021
Worcester County Admin

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

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WATER AND WASTEWATER
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FAX: 410-641-5185

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Dallas Baker, Jr., P. E., Director
DATE: June 8, 2021
SUBJECT: Generator Bid Package FY 2021-2024

Attached for your review and approval are the Bid Documents for continued generator preventive maintenance which includes the Notice to Bidders, Instructions to Bidders, Bid Form and potential Bidder's List. The current contract expires on July 2, 2021 to which Fidelity Power Systems has performed the preventative maintenance on the County's generators for the past three years. This preventative maintenance has insured the generators were reliable and ready to provide power upon utility power failure due to emergencies or power outages.

Therefore, it is requested that the Commissioners approve the bidding process for the following Generator Preventative Maintenance program to insure all generators throughout the County are kept in good, reliable, operating condition. The costs for these services are estimated to be $48,000 and are budgeted in various enterprise accounts.

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

Attachments

cc: Derrick Babcock
Ken Whited
John Ross

REVISED BIDDING PROCEDURES

Weston Young, Assistant Chief Administrative Officer

Action	Deadline/Timing	Date
Submit proposed bid specifications	Tuesday before CC Meeting By 9:00 am	6/8
Approval of bid specifications by Commissioners	Commissioners' Meeting	6/15
Bid requests mailed to prospective Bidders	Friday after CC Meeting	6/18
Notice to bidders placed in local newspapers	Wednesday of next week	6/23
Deadline for acceptance of bids	Monday 1 ½ weeks after Notice to bidders	7/5
Tabulation and review by Department	Monday, Tuesday & Wednesday	7/5- 7/7
Submit results of review and	Thursday by 9:00 a.m.	7/8
Commissioners' award bid	Next CC Meeting	7/20
Bid award letters mailed out	Friday after CC Meeting	7/23

NOTICE TO BIDDERS

Worcester County Commissioners
Worcester County, Maryland

Service Agreement for Generator Preventative Maintenance

The Worcester County Commissioners are currently accepting bids for a generator preventative maintenance service agreement for generators operated by various County departments. Bid specification packages and bid forms are available from the Office of the County Commissioners, Worcester County Government Center, Room 1103, One West Market Street, Snow Hill, Maryland 21863, obtained online 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, July 5, 2021** 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 Generator Preventative Maintenance"** in the lower left-hand corner. After opening, the 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 Mr. Derrick Babcock, Fleet Management Superintendent, at 410-632-5675.

Citizens and Government Working Together

INSTRUCTIONS TO BIDDERS

1. BIDS

Bids should be submitted in sealed envelopes clearly marked in the lower left-hand corner **"Bid for Generator Preventative Maintenance"**.

2. LATE BIDS

Bids should be mailed or hand carried to be received in the Office of the County Commissioners by or before **July 5, 2021**, at 1:00 pm. Bids received after the appointed time will not be considered.

3. TAXES

The County is exempt from all Federal and State taxes. Your prices should reflect same.

4. SCOPE OF WORK

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

5. SPECIFICATIONS

A. Cooling System
   1. Check all belts
   2. Check all hoses
   3. Test antifreeze, DCA level, and proper concentration
   4. Change coolant filter, if applicable
   5. Check block heater for proper operation
   6. Check radiator and coolant level
   7. Check water pump bearings
   8. Coolant to be changed once within a three (3) year period
   9. Check for leaks

B. Oil System
   1. Check oil level
   2. Change engine oil and filters (once a year or every 150 hours)
   3. Check for leaks
   4. Label filter with date and hours it was changed

C. Fuel System
   1. Replace fuel filter (once a year or every 150 hours)
   2. Check fuel lines and connections
   3. Check for leaks
   4. Check fuel level in tank and note on PM report
   5. Label filter with date and hours it was changed

D. Battery and Starter System
   1. Inspect battery electrolyte level
   2. Load test battery
   3. Clean and tighten battery cables
   4. Check battery charger for proper operation
   5. Check starter
   6. Check wiring and cable connections

E. Air and Exhaust System
   1. Check air filter
   2. Check air intake and hoses
   3. Check exhaust for leaks
   4. Check muffler
   5. Check rain cap/louvers/shutters
   6. Check and drain condensation traps

F. Engine – Gas or LP
   1. Check spark plugs
   2. Check ignition system – points, condenser, wires, cap and rotor button.
   3. Check carburetor and choke system

G. Generator Test Run
   1. Check operation of all gauges
   2. Test safety shutdowns
   3. Check engine governor for proper operation
   4. Check for stable voltage and frequency
   5. Test system under load as system allows

H. Automatic Transfer Switch
   1. Visual Inspection of ATS enclosure
   2. Check time delays
   3. Check instrument and gauges
   4. Check exerciser clock

5. Check selector switch
6. Perform "no load" and/or "load test"
7. Record critical values ie. voltage, amperage and frequency
8. Return system to automatic

I. Disposal
1. Dispose of all waste products in accordance with EPA/DEP guidelines

J. Report
1. Submit PM checklist, service report and invoice describing work performed within 30 days of inspection.
2. List of recommended repairs if needed

6. SPECIAL PROVISIONS

A. This contract will be valid for a period of three (3) years; during this three (3) year period one of the requirements to validate this contract will require the bidder to change the antifreeze in all the generators on the attached list. Cost of the antifreeze is to be included in the annual bid.

B. Bids shall reflect the cost of the contract rendered on an annual basis.

C. Payment will be made for this contract from invoices accompanying written report after preventative maintenance has been performed.

D. Payment for additional repairs or emergency repairs will be paid from invoices accompanied by a written report detailing the repair. These invoices will need to be itemized to include labor hours and parts breakdown with prices.

E. Contract starts July 3, 2021 and ends July 2, 2024.

F. The County reserves the right to add or delete generators to the contract.

G. Inspections shall be performed at 3 month intervals on the two generators at the Detention Center.

H. Inspections shall be performed at six month intervals on all other generators.

I. Emergency Services and DPW, Maintenance Division must be notified prior to the preventative maintenance services being performed at the Courthouse or the 911 towers. Keys to the towers can be picked up at Emergency Services. Once the preventative maintenance inspections are completed for Emergency Services, an employee must sign off on the preventative maintenance form.

J. Winning bidder will be required to sign an Independent Contractors Agreement and shall provide a minimum of $1,000,000.00 (one million dollars) errors and omissions insurance.

7. AWARD OF CONTRACT

Bids will be opened in the County Commissioners office at 1:00 p. m. on **July 5, 2021** to be awarded at a future date. 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.

WORCESTER COUNTY COMMISSIONERS
SERVICE AGREEMENT FOR
GENERATOR PREVENTATIVE MAINTENANCE
BID FORM

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

Ocean Pines W/WW	31 generators	Bid $_____
River Run	4 generators	Bid $_____
West Ocean City Service Area	5 generators	Bid $_____
Nantucket Point Service Area	1 generator	Bid $_____
Newark Service Area	1 generator	Bid $_____
Mystic Harbor Service Area	11 generators	Bid $_____
Light House Sound	1 generator	Bid $_____
Glen Riddle	6 generators	Bid $_____
The Landings	2 generators	Bid $_____
Assateague Point	1 generator	Bid $_____
DPW – Roads Division	1 generator	Bid $_____
Emergency Services	8 generators	Bid $_____
Courthouse	1 generator	Bid $_____
Health Department	2 generators	Bid $_____
Recreation Division	1 generator	Bid $_____
Fire Training Center	1 generator	Bid $_____
Detention Center	2 generators	Bid $_____
Charles & Martha Fulton Senior Ctr.	1 generator	Bid $_____
Northern Worcester Senior Center	1 generator	Bid $_____
	TOTAL BID	$_____

Please submit hourly rates for additional and emergency repairs.

Hourly Rate: _____ Travel Rate: _____

After Hours/Saturday Rate: _____

Legal Holidays/ Sunday Rate: _____

Please note below any special conditions or terms:

_____

_____

BID MUST BE SIGNED TO BE CONSIDERED.

Date: _____ Signature: _____

Printed Name: _____

Firm: _____

Address: _____

_____

Telephone: _____

Fax: _____

E-Mail : _____

BIDDERS LIST

Barnes Electric, Inc.
Attn: Tim Norman
5470 Cokesbury Road
Rhodesdale, Maryland 21659
1-866-780-5800/1-410-943-3211
Fax: 1-410-943-1159
barnespower@gmail.com

Carter Machinery Power Systems
Attn: Chris Carr & Rob Haberkorn
12904 Sunset Avenue
Ocean City, Maryland 21842
410-213-9373
Fax: 410-213-9377
chris_carr@cartermachinery.com
rob_haberkorn@cartermachinery.com

Kelly Generator & Equipment, Inc.
Attn: Christina Mitchell
1955 Dale Lane
Owings, Maryland 20736
410-257-5225 ext. 223
Fax: 1-410-257-5227
contracts@kge.com

J+M Generator Service, LLC
Attn: Jack Hengemihle
4434 Allen Road
Salisbury, Maryland 21801
410-726-3976
Fax: 443-944-8063
hengemihlejohn@gmail.com

Curtis Power Solutions LLC
Attn: Ms. Michele Kratz
Attn: Carol Jinadu
3915 Benson Avenue
Baltimore, Maryland 21227
410-929-2843/1-410-536-1203
Fax: 410-536-2098
mkratz@curtisps.com
cjinadu@curtisps.com

Fidelity Power Systems
Attn.: Stan Randall
25600 Business Park Drive
Seaford, DE 19973
410-891-1592 / 443-807-8538
Fax: 1-302-536-7487
srandall@fidelity-ps.com

Tru-Arc Welder Generator Service
Attn: Pete Fischer
1535 Northwood Drive
Salisbury, Maryland 21801
410-543-1777
Fax: 1-410-543-1777
tru-arc@comcast.net

Premium Power Services, LLC
Attn: Keith Eller
505 Schoolhouse Road
Kennett Square, PA 19348
610-444-1232/484-643-0850
keith.eller@premiumpowerservices.com

ATTACHMENT 1

LIST OF GENERATORS

PUBLIC WORKS – WATER/WASTEWATER DIVISION

Ocean Pines – Water/Wastewater Pumping Stations
Contact Person – Jeff Tingle, 410-641-5251 ext. 2423

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
A	Elliott	275	200	125
B-Y	Elliott	275	200	125
C	Onan	275	200	100
D	MTU	275	200	125
E	Onan	275	200	125
F	Elliot	300	200	125
G	Kohler	448	200	100
H	Onan	275	50	16.8
I	MTU	275	200	100
J	Onan	275	200	80
K	Onan	180	50	80
L	Powerguard	275	200	125
M	Onan	275	200	100
N	Powerguard	180	200	125
O	Onan	180	50	25
P	Onan	500	50	50
Q-R	Onan	180	50	230
S	Onan	180	50	80
T	Onan	180	200	100
U	Kohler	180	50	25
V	Kohler	180	50	35
W	Onan	145	50	35
X	Cummings	110	50	35
Admin.	Onan (portable)	100	10	100

Ocean Pines – Water/Wastewater Treatment Plant
Contact Person – Dominic Ross, 410-641-5251 ext. 2422

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
Treatment Plant	Onan	2000	200	750
Treatment Plant (Blower)	Caterpillar Blower			200hp

Ocean Pines – Water/Wastewater Wells
Contact Person – Joe Serman, 410-641-5251 ext. 2413

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
Well 2	Katolight	300	50	100
Well 3	Katolight	300	50	100
Well 4	Katolight	300	50	100
Well 5	Katolight	300	50	100
Well 10	Onan	275	50	80

River Run Pumping Stations
Contact Person – Jeff Tingle, 410-641-5251 ext. 2423

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
Station 1	Elliott	75	50	25
Station 2	Elliott	75	50	25
Station 3	Kohler	80	50	13.8

River Run Treatment Plant
Contact Person – Dominic Ross, 410-641-5251 ext. 2422

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
Treatment Plant	Elliott	150	50	150

West Ocean City Pumping Stations
Contact Person –Jeff Tingle, 410-641-5251 ext. 2423

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
Station 1	DMT	1000	50	150
Station 2	Elliott	200	50	50
Station 3	Kohler	200	50	30
Station 4	Cummings	100	50	80
Station 5	MTU		50	30

Nantucket Point Pumping Station
Contact Person – Jeff Tingle, 410-641-5251 ext. 2423

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
Station 6	Onan	120	50	60

Newark Water Treatment Plant
Contact Person – Gary Serman, 410-641-5251 ext. 2423

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
Water Treatment Plant	Onan	200	50	60

Mystic Harbor Pumping Stations
Contact Person – Jeff Tingle, 410-641-5251 ext. 115

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
Station B	Katolight	200	50	30
Station C	Katolight	200	50	30
Station D	Power Guard	300	50	50
Station E	Onan	200	50	35
Station F	Onan	200	50	50
Station G	Onan	145	50	35
Station H	Cummins	200	50	35
John Landing	(Station 7) Cummins	100	50	20

Mystic Harbor Wastewater Treatment Plant
Contact Person – Gary Serman, 410-641-5251 ext. 2415

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
Wastewater Treatment Plant	MTU	998	50	550

Mystic Harbor Water Treatment Plant
Contact Person – Gary Serman, 410-641-5251 ext. 2415

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
Water Treatment Plant	Onan	200	50	30

Mystic Harbor Wells
Contact Person – Gary Serman, 410-641-5251 ext. 2415

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
Well 1&3	Generic	200	241	60

Lighthouse Sound Pumping Station
Contact Person – Jeff Tingle, 410-641-5251 ext. 2423

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
Pump Station	Onan	300	50	50

Glen Riddle Wastewater Treatment Plant
Contact Person – Gary Serman, 410-641-5251 ext. 2415

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
Wastewater Treatment Plant	Onan	850	50	500

Glen Riddle Pumping Stations
Contact Person – Jeff Tingle, 410-641-5251 ext. 2423

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
Station 1	Onan	75	50	35
Station 2	Onan	75	50	50
Station 3	Onan	75	50	50
Station 4	Onan	75	50	50
Station 5	Onan			40

The Landings Wastewater Treatment Plant
Contact Person – Gary Serman, 410-641-5251 ext. 2415

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
Wastewater Treatment Plant	Cat	1000	50	750

The Landings Pumping Station
Contact Person – Jeff Tingle, 410-641-5251 ext. 2423

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
Pump Station A	Onan	145	50	35

Assateague Pointe Pumping Station
Contact Person – Jeff Tingle, 410-641-5251 ext.2423

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
Pump Station 4	Katolight		50	40

PUBLIC WORKS– ROADS DIVISION
Contact Person – Frank Adkins, 410-632-2244

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
5764 Worcester Highway Snow Hill MD	Katolight	550	25	50

EMERGENCY SERVICES
Contact Person – Ken Whited, 410-632-3766

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
Snow Hill Water Tower 112 N. Washington St.	Generac	Propane	25	20
Pocomoke Water Tower 1844 Pocomoke Beltway	Generac	Propane	25	25
New Building 2630 Klej Grange	Onan	Propane	25	35
2630 Klej Grange	Onan	Propane	200	75
State Building 6841 Central Site Lane	Kohler	Propane	25	60
New County Building 6841 Central Site Lane	Generac	Propane	25	75
Water Tower Building 2 6572 Snow Hill Rd	Onan	Propane	25	20
Mystic Harbor Water Tower	Generac	Propane	25	45

COURTHOUSE
Contact Person – Ken Whited, 410-632-3766

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
One West Market St Snow Hill MD	Onan/Kohler	fuel oil/1000	50	450

BERLIN HEALTH DEPARTMENT
Contact Person – Ken Whited, 410-632-3766

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
7916 Healthway Dr Berlin MD	John Deere	fuel oil/250	50	125

SNOW HILL HEALTH DEPARTMENT
Contact Person – Ken Whited, 410-632-3766

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
6040 Public Landing Rd Snow Hill MD	Katolight	fuel oil/410	200	230

RECREATION DEPARTMENT
Contact Person – Ken Whited, 410-632-3766

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
6030 Public Landing Rd Snow Hill MD	Katolight	fuel oil/800	50	400

FIRE TRAINING CENTER
Contact Person – Ken Whited, 410-632-3766

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
Central Site Lane Newark MD	Baldor	fuel oil/200	50	100

DETENTION CENTER
Contact Person – Gary Mumford, Dave Smith, 410-632-1300

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
5022 Joyner Road Snow Hill MD	Caterpillar	fuel oil off heating tank	50	150
	Kohler	fuel oil/2000	50	275

CHARLES & MARTHA FULTON SENIOR CENTER
Contact Person – Ken Whited, 410-632-3766

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
4767 Snow Hill Road Snow Hill MD	Katolight/MTU	fuel oil/1000	50	275

NORTHERN WORCESTER SENIOR CENTER
Contact Person – Ken Whited, 410-632-3766

Location	Manufacturer	Tank/Gallons	Hours/Year	Size in KW
4767 Old Ocean City Blvd Berlin MD	Katolight	fuel oil/1000	50	100

ATTACHMENT 2

LIST OF GENERATORS
ENGINE INFORMATION

PUBLIC WORKS – WATER/WASTEWATER DIVISION

Ocean Pines – Water/Wastewater Pumping Stations

Location	Manufacturer	Model	Serial #
A	PERKINS	YB37532	U809121K
B-Y	PERKINS	YB37532	U718685F
C	CUMMINS	6BT-5.9	44435169
D	JOHN DEERE	4045HF285	PE4045L242153
E	CUMMINS	6CT8.3	44313792
F	PERKINS	YB37532	U808957K
G	JOHN DEERE	4045HF285	PE4045L279624
H	CUMMINS	N/A	N/A
I	JOHN DEERE	4045HF285	PE4045L23844
J	CUMMINS	6BT-5.9-G1	44976057
K	CUMMINS	6BT-5.9-G9	45912569
L	JOHN DEERE	6067TF-00	RG6076T18996
M	CUMMINS	6BT5.9-G2	44775568
N	JOHN DEERE	6067TF-00	RG6067T189529
O	KUBOTA	2.746	N/A
P	CUMMINS	4BT3.9-G2	45261990
Q-R	CUMMINS	LTA-10G1(M11)	34989193
S	CUMMINS	6BT-5.9	45257838
T	CUMMINS	6BT5.9-G2	45276504
U	JOHN DEERE	4039DF004	CD4039D297399
V	JOHN DEERE	4039DF004	CD4039D297411
W	CUMMINS	B3.3-G1	68027913
X	CUMMINS	QSB5-G3NR3	73131866
Admin.	CUMMINS	6BT5.9-G2	45199078

Ocean Pines – Water/Wastewater Treatment Plant

Location	Manufacturer	Model	Serial #
Treatment Plant	CUMMINS	KTA38-G1	33126534
Treatment Plant (Blower)	CAT	3306B	64Z05809

Ocean Pines – Water/Wastewater Wells

Location	Manufacturer	Model	Serial #
Well 2	CUMMINS	6BTA-5.9	45988143
Well 3	CUMMINS	6BTA-5.9	45988144
Well 4	CUMMINS	6BTA-5.9	45986703
Well 5	CUMMINS	6BTA-5.9	45988145
Well 10	CUMMINS	6BTA-5.9	46276426

River Run Pumping Stations

Location	Manufacturer	Model	Serial #
Station 1	DUETZ	N/A	108147
Station 2	ISUZU	AC/JI	4JB1PV
Station 3	YANMAR	N/A	N/A

River Run Treatment Plant

Location	Manufacturer	Model	Serial #
Treatment Plant	DUETZ	BF6M1013	3DZXL07.1034

West Ocean City Pumping Stations

Location	Manufacturer	Model	Serial #
Station 1	CUMMINS	6CTA-8.3-G	4448969
Station 2	PERKINS	IPKXL03.9AK1	V196880H
Station 3	JOHN DEERE	4039DF001	TO4039D345677
Station 4	CUMMINS	DSFAEA041D729	150873506
Station 5	JOHN DEERE	CD3029L301549	3029TFGB9

Nantucket Point Pumping Station

Location	Manufacturer	Model	Serial #
Station 6	ALLIS CHALMERS	2900MK-1	N/A

Newark Water Treatment Plant

Location	Manufacturer	Model	Serial #
Water Treatment Plant	ALLIS CHALMERS	2900MK-1	2D-100007

Mystic Harbor Pumping Stations

Location	Manufacturer	Model	Serial #
Station B	JOHN DEERE	4024TF270	PE4024T071142
Station C	JOHN DEERE	4024TF27	PE4024T119296
Station D	ISUZU	N/A	93508A
Station E	CUMMINS	4B3.9-G2	45785107
Station F	CUMMINS	4B3.9-G2	45995797
Station G	CUMMINS	4B3.9-G2	46122831
Station H	CUMMINS	635D6	F180372704
John Landing (Station 7)	CUMMINS	C20D6	J200825593

Mystic Harbor Wastewater Treatment Plant

Location	Manufacturer	Model	Serial #
Wastewater Treatment Plant	MTU	21.0L	16701002575

Mystic Harbor Water Treatment Plant

Location	Manufacturer	Model	Serial #
Water Treatment Plant	CUMMINS	N/A	N/A

Mystic Harbor Wells

Location	Manufacturer	Model	Serial #
Well 1&3	GENERAC	4.0L	85677

Lighthouse Sound Pumping Station

Location	Manufacturer	Model	Serial #
Pumping Station	CUMMINS	4BT3.9-G4	45861945

Glen Riddle Wastewater Treatment Plant

Location	Manufacturer	Model	Serial #
Wastewater Treatment Plant	CUMMINS	QSX15-G9	79008683

Glen Riddle Pumping Stations

Location	Manufacturer	Model	Serial #
Station 1	CUMMINS	B3.3G1	68030685
Station 2	CUMMINS	B3.3G7	68016616
Station 3	CUMMINS	B3.3G7	68016630
Station 4	CUMMINS	B3.3G7	68031118
Station 5	CUMMINS	4BT3.3G5	72020541

The Landings Wastewater Treatment Plant

Location	Manufacturer	Model	Serial #
Wastewater Treatment Plant	CAT	3412	3FZ08449

The Landings Pumping Station

Location	Manufacturer	Model	Serial #
Pumping Station A	CUMMINS	B3.3G1	68019048

Assateague Pointe P.S.-4

Pumping Station

Location	Manufacturer	Model	Serial #
Station 4	JOHN DEERE	5030T	SE5030T134717

PUBLIC WORKS– ROADS DIVISION

5764 Worcester Highway, Snow Hill

Location	Manufacturer	Model	Serial #
Snow Hill	JOHN DEERE	3.0 5030	5030TF270

EMERGENCY SERVICES

Location	Manufacturer	Model	Serial #
Snow Hill Water Tower	MITSUBISHI	1.5L	A4531
Pocomoke Water Tower 1844 Pocomoke Beltway	MITSUBISHI	N/A	N/A
2630 Klej Grange - new building	FORD	6.8L	6980AA
2630 Klej Grange	FORD	ESG-6421	2-3-006F73
6841 Central Site Lane – State building	GM	5.7L	708918
6841 Central Site Lane – new County building	FORD	6052	60RZG
6572 Snow Hill Rd – Water Tower Building 2	FORD	LRG-425I-6005-A	14060-01-07-99
Mystic Harbor Water Tower	Generac	SG45	3003966521

COURTHOUSE

Location	Manufacturer	Model	Serial #
One West Market Street, Snow Hill	MTU	R0837K36	5312001524

BERLIN HEALTH DEPARTMENT

Location	Manufacturer	Model	Serial #
7916 Healthway Drive, Berlin	JOHN DEERE	4045HF475	PE405H468024

SNOW HILL HEALTH DEPARTMENT

Location	Manufacturer	Model	Serial #
6040 Public Landing Road, Snow Hill	JOHN DEERE	4045HF475	PE405H48024

RECREATION DEPARTMENT

Location	Manufacturer	Model	Serial #
6030 Public Landing Road, Snow Hill			
	DETROIT	7DDXL14.OVLD	06R0975809

FIRE TRAINING CENTER

Location	Manufacturer	Model	Serial #
Central Site Lane, Newark			
	JOHN DEERE	5.7	R0837K36

DETENTION CENTER

Location	Manufacturer	Model	Serial #
5022 Joyner Road, Snow Hill			
	CAT	3306	66D40960
	JOHN DEERE	9.0L6090	RG6090L038860

CHARLES & MARTHA FULTON SENIOR CENTER

Location	Manufacturer	Model	Serial #
4767 Snow Hill Road, Snow Hill			
	JOHN DEERE	404511F785	R533083

NORTHERN WORCESTER SENIOR CENTER

Location	Manufacturer	Model	Serial #
4767 Old Ocean City Blvd, Berlin			
	JOHN DEERE	4045HF285	PE4045L177250

RECEIVED
JUN 07 2021
Worcester County Admin

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

DALLAS BAKER JR., 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 S. Ross, P.E., Deputy Director
DATE: June 7, 2021
SUBJECT: Riddle Farm Equalization Tank
Project Closeout/Change Order Number 1

Attached is Change Order Number 1 for the Riddle Farm Wastewater Treatment Plant Flow Equalization Tank Project for approval. The new flow equalization tank has been operable for several months and is functioning as designed.

The change order is a credit offered by the contractor for reimbursement of expenses incurred by the service area because of the project time extending past the contractual completion date. Because this project was initiated at the same time as the COVID Pandemic began, there were clear impacts on the ability of the contractor to meet the contractual completion date. For that reason, the total credit offered was negotiated with the contractor.

Original Bid Price	$414,330.00
Change Order Number 1	-$12,000.00
Final Contract Amount	$402,330.00

We recommend approval of the Change Order so that we can close-out this project.

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

Attachment

cc: Dallas Baker, P.E. Director

GMB
GEORGE, MILES & BUHR, LLC

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

May 27, 2021

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

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

Re: Flow EQ Tank Replacement
Riddle Farm WWTP
GMB File No. 180271
MDE Construction Permit No. 19-25-1040

Dear Mr. Ross:

As of April 28, 2021, GMB confirms that testing associated with the new EQ tank, related appurtenances and pertinent piping was completed according to the contract documents and those improvements were ready for operation.

GMB reviewed Change Order #1 (attached) and concurs with the time extension request and $12,000 credit for costs to the County associated with the time delay.

GMB has reviewed the final pay application (App #6 attached) and recommends final payment to the contractor.

If you have any questions, please contact me at 410.742.3115 or sgetchell@gmbnet.com.

Sincerely,

Scott W. Getchell, PO
Director of Operational Services /
Project Manager

SWG/jad

Attachments: Change Order #1
Pay Application #6
Completed MDE Construction Permit

cc: Worcester County:
Attn: John Tustin
Attn: Gary Serman
GMB:
Attn: Chris Derbyshire

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

JOHN E. BURNSWORTH, P.E.
VINCENT A. LUCIANI, P.E.
AUTUMN J. WILLIS
CHRISTOPHER J. PFEIFER, P.E.

CHESAPEAKE TURF LLC
CHESAPEAKE TURF, LLC P.O. Box 2696, Salisbury, MD 21802-2696
410-341-4363 Fax: 866-809-9185 info@chesapeaketurf.com

Change Order

Order#: **1**

Order Date: 05/18/2021

To: Worcester County, Maryland
County Commissioners
One West Market St, Room 1103
Snow Hill MD 21863

Project: **570-19-1**

Riddle Farm WWTP Tank
11401 Grey's Corner Road
Berlin MD 21811

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Specifications Attached ☐

Ordered By: 105 Debra Davis **Customer Order:** 570-19-1

Description of Work	**Amount**
Agreed upon Postponement of Completion Credit	-12,000.00

Contractor experienced delays during the shop drawing process as a result of adding the requested change order elements to the shop drawings. And then upon rejection of the change order option, Contractor required access to actual existing conditions inside the tank to correct the shop drawings based upon field conditions not shown on the contract drawings to ensure there would not be a conflict with existing conditions and tank floor seams.

Due to these delays, the County requested postponement of construction past the peak demand season and requested reasonable credit to offset expenses incurred. Contractor is extending a credit of $12,000 towards the expense of the frac tank rentals during the extended time per negotiated terms with the county.

Contractor requests a Time Extension of 314 days to the date project was fully accepted of 02/22/2021, the date that all punchlist items were completed after successful tank sealing and leak testing.

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change **-12,000.00**

The original Contract Sum was	414,330.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	414,330.00
The Contract Sum will be changed by this Change Order	-12,000.00
The new Contract Sum including this Change Order will be	402,330.00
The Contract Time will be changed by	**314** Days

Owner: _____ Date: _____

Contractor: _____ Date: **05/26/2021**

CHESAPEAKE TURF LLC

CHESAPEAKE TURF, LLC P.O. Box 2696, Salisbury, MD 21802-2696
410-341-4363 Fax: 866-809-9185 info@chesapeaketurf.com

Progress Billing

Application: 6

Period: 05/17/2021

Owner: Worcester County, Maryland
County Commissioners
One West Market St, Room 1103
Snow Hill MD 21863

Job Location: Riddle Farm WWTP Tank
11401 Grey's Corner Road
Berlin MD 21811

Contract# 570-19-1

Application For Payment On Contract

Original Contract	414,330.00
Net Change by Change Orders	-12,000.00
Contract Sum to Date	402,330.00
Total Complete to Date	402,330.00
Total Retained	0.00
Total Earned Less Retained	402,330.00
Less Previous Billings	362,769.30
Current Payment Due	39,560.70
Balance on Contract	0.00

Contractor's Certification of Work

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor: _____ Date: 05/17/2021

Architect Certification: _____

Amount Certified: $39,560.70

Date Certified: May 17, 2021

Terms: Invoices are due and payable 30DY *from the date of invoice. All overdue amounts will be charged a service charge of* 0.00 *% per anum. Please make checks payable to:* Chesapeake Turf LLC

Thank you for your prompt payment.

PROGRESS BILLING

Application: 6

Period: 05/17/2021

Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
GENERAL CONDITIONS	22,500.00		22,500.00	17,500.00	5,000.00		22,500.00	100.00		
SUBMITTALS	65,000.00		65,000.00	65,000.00			65,000.00	100.00		
SPECIAL ORDER -	175,000.00		175,000.00	175,000.00			175,000.00	100.00		
MOBILIZATION	15,000.00		15,000.00	15,000.00			15,000.00	100.00		
DEMOLITION	59,300.00		59,300.00	59,300.00			59,300.00	100.00		
CONCRETE MODI	15,000.00		15,000.00	15,000.00			15,000.00	100.00		
ASSEMBLE & ERECT TANK	62,530.00		62,530.00	56,277.00	6,253.00		62,530.00	100.00		
FRAC TANKS CREDIT		-12,000.00	-12,000.00		-12,000.00		-12,000.00	100.00		
Totals:	**414,330.00**	**-12,000.00**	**402,330.00**	**403,077.00**	**-747.00**		**402,330.00**	**100.00**		

ITEM 5

5 - 5

Maryland
Department of
the Environment

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Ben Grumbles, Secretary
Horacio Tablada, Deputy Secretary

Permit No.: 19-25-1040 **Date Issued: 06/14/2019**
Permit Fee: N/A **Expiration Date: 06/14/2022**

This permit authorizes Worcester County Commissions to construct a wastewater treatment plant equalization tank replacement together with all appurtenances, at the site of Riddle Farm WWTP, 11401 Grey's Corner Road, Worcester County, in accordance with an application dated April 9, 2019 and received by the Maryland Department of the Environment on April 16, 2019 titled in part:

EQUALIZATION TANK REPLACEMENT
RIDDLE FARM WWTP
SHEET NOS. G-1, G-2, G-3, M-1
AND SPECIFICATIONS

In accordance with the Regulations issued under Article 9, of the Annotated Code of Maryland, the sewerage facility covered by this permit is classified as Class 6A .

Note: This permit may be suspended or revoked upon a final, unreviewable determination that the permittee lacks, or is in violation of federal, state or local approval necessary to conduct the activity authorized by this permit.

Walid Saffouri, P.E., Program Administrator
Engineering & Capital Projects Program

Terri Wilson, Director
Office of Budget & Infrastructure Financing

Permit No.: 19-25-1040
Permit Fee: N/A

Date Issued: 06/14/2019
Expiration Date: 06/14/2022

This permit is issued on the basis of the following design criteria presented in the approved construction plans and specifications and State Discharge Permit No. 13-DP-2710 in force on this date.

FLOW:	**200,000 GPD (WWTP)**
BOD:	**10 mg/L**
SUSPENDED SOLIDS:	**10 mg/L**
TOTAL NITROGEN:	**5 mg/L**
PHOSPHORUS:	**N/A**
DISSOLVED OXYGEN:	**N/A**
POPULATION:	**N/A**
FECAL COLIFORM:	**<200 MPN/100 mL** **<3 MPN/100 mL (golf course)**
PH:	**6.5 – 8.5**
RESIDUAL CHLORINE:	**N/A**
TURBIDITY:	**5 NTU**

GENERAL CONDITIONS FOR WASTEWATER TREATMENT PLANT CONSTRUCTION PERMIT

- If during the use of the facilities covered by this permit the public health is endangered or violated or the Water Quality Standards are endangered or violated, the Department may take, or require, corrective action as is consistent and appropriate with the law.

- The project permitted herewith shall be provided with a certified operator in accordance with the Environment Article 12-301 and 12-402, Annotated Code of Maryland.

- Upon the approval of the construction plans and specifications and the issuance of a permit by the Department, it is and shall remain the sole and continued responsibility of the owner, his heirs, assigns, successors, his authorized agents or representatives, for the design and operations of the facilities for the intended purposes, and to construct, operate and continuously maintain in a satisfactory manner at all times the total facility in compliance with the laws, rules, regulations and requirements of the State of Maryland.

- The owner shall immediately notify the Department whenever a discharge of untreated or partially treated sewage has occurred and shall, within 24 hours of such discharge, furnish to the Department such information as to the cause, frequency, quality, duration and volume of such discharge. Further, the owner, as soon as possible but no later than 30 days thereafter, submit to the Department a plan and a time schedule for the elimination and prevention of further discharges of untreated or partially treated sewage.

- The structural adequacy and expected performance characteristics of the various components are not certified by this permit.

- This permit is not transferable.

- A copy of this permit must be posted at the work site during construction.

- This permit will expire, if not specifically extended, unless the construction authorized under this permit has been initiated. The permit will then remain valid for the remainder of construction for a period of up to five years from the start of construction.

- If any provision of this permit shall be held invalid for any reason, the remaining provisions shall remain in full force and effect, and such invalid provision shall be considered severed and deleted from this permit.

- Persons violating the requirements of this permit are subject to penalties of up to $1000 per day as set forth in Environmental Article, 9-268 and 9-334 through 9-342, Annotated Code of Maryland.

- A copy of the plans and specifications, authorized for use under this permit, shall be made available at the work site during construction of this project. A revised construction permit in accordance with COMAR 26.03.12 is required prior to making substantive changes or material alteration to the construction authorized under this permit.

- The owner shall secure all Federal, State or Local permits, including approval of Sedimentation and Erosion Control plans that may be required before starting the construction.

- The owner shall insure that this project is inspected during the progress of construction to assure substantial compliance with the approved plans and specifications. A log and construction records shall be maintained by the inspector and may be requested for review at any time by this office.

- The Department's Project Engineer shall be notified prior to the start of construction.

Riddle Farm EQ Replacement

ITEM 5

GENERAL CONDITIONS WWTP CONSTRUCTION PERMIT (CONTINUED)

- Inspectors of the Department shall be afforded access to the project site, at reasonable times and upon presentation of credentials:
  a. to inspect construction authorized under this permit and to determine compliance with applicable regulations;
  b. to have access to and copy any records required to be kept by this permit and by applicable regulations; and
  c. to obtain any photographic documentation or evidence.

- Within 60 days after completion of construction, a copy of as-built drawings and the attached construction completion certificate (page 4 of this permit) shall be submitted to the Department for permanent records. Where construction was completed in accordance with the original plans approved under this permit, the submittal of as-built drawings will not be required.

- The owner shall maintain a permanent record of the as-built drawings, or the original plans if as-built drawings are not required.

- Approval must be obtained from the Department before this project may be placed into service. Any exception allowing partial use of this project shall have the prior written approval of the Department. Approval may be obtained pursuant to the following procedure:
  a. Where large political subdivisions, commissions, authorities etc. have their own inspection capabilities (satisfactory to the Department, the attached construction completion certificate shall be completed by the Director of Public Works or similar responsible person and submitted to the Department.
  b. Where an acceptable local construction inspection program does not exist, the attached construction completion certification shall be completed by a professional engineer licensed to practice in the State of Maryland (preferably the same engineer whose seal and signature appear on the plans approved under this permit) and submitted to the Department.
  c. Upon receipt of the signed certificate, the Department shall, within (30) working days of the receipt, 1) issue and approval, 2) require further review and on-site inspection or 3) reject the construction certification. Approval shall be automatic for projects that have not received some form or written notification from the Department within (30) working days of receipt of the signed certificate.

19-25-1040
Permit Number

Eileen Fahrmeier, P.E.
Project Engineer
Engineering & Capital Projects Program

WATER AND SEWER CONSTRUCTION COMPLETION CERTIFICATION

The undersigned certifies that the construction authorized by this permit has been completed and inspected and that it substantially meets the terms of Environment Article, 9-204, Annotated Code of Maryland.

P.E.
Signature

Sr. Project Manager/EMB
Title

5-4-2021
Date

Chris Derbyshire, P.E.

The above project has been accepted by the Department within the terms of Environment Article, 9-204, Annotated Code of Maryland.

Authorized Official

5/11/2021
Date

Complete this certificate and return to:
Maryland Department of the Environment
Engineering and Capital Projects Program (ECPP)
Office of Budget and Infrastructure Financing
1800 Washington Boulevard
Baltimore, Maryland 21230

05/2012

WORCESTER COUNTY
LOCAL BEHAVIORAL
HEALTH AUTHORITY
Working together for healthier communities!

To: Harold Higgins, Chief Administrative Officer
From: Jessica Sexauer, Director of the Local Behavioral Health Authority
Date: June 8, 2021
Subject: Respite Care Parent Advocate

The Worcester County Local Behavioral Health Authority is requesting proposals from qualified organizations to implement Respite Care Parent Advocacy Services for children and families from Somerset, Wicomico, and Worcester Counties.

Please find enclosed a copy of the request for proposal, vendor list, and budget forms needed. Should you have any questions please contact me at 410-632-3366. Thank you for your time and support.

CC: Weston Young

P.O. Box 249, Snow Hill, MD 21863-0249 410-632-3366 Fax: 410-632-0065

Request for Proposals
Respite Care Services
Worcester County Health Department

The Worcester County Local Behavioral Health Authority (WCLBHA), an agency of the Worcester County Health Department, seeks a mental health provider for the purpose of supporting family caregivers of children and adolescents 0-18 years old with emotional and behavioral disturbances eligible for Maryland's Public Behavioral Health System (PBHS) in Somerset, Wicomico, and Worcester Counties. The provider must meet requirements set forth in COMAR 10.63.01-03 & COMAR 10.09.89 (Community Mental Health Provider – Respite Care Services) by October 1, 2021. The purpose of this grant is to support linkages to in home and out of home respite services, provide training, education, and support groups for family caregivers and respite parents, and for the provision of a parent advocate for family caregivers.

Proposals will be accepted by the Office of the County Commissioners, Worcester County Government Center at One West Market Street, Room 1103, Snow Hill, MD 21863 until **Monday, July 26, 2021 at 1:00 PM.**

All contact regarding this Request for Proposals (RFP) should be directed to Ed Frampton at Edward.frampton@maryland.gov. Thank you for your interest.

Request for Proposals
Respite Care Services
Worcester County Health Department

Introduction and Conceptual Overview

The Worcester County Local Behavioral Health Authority (WCLBHA), an agency of the Worcester County Health Department, is seeking a mental health provider eligible to be licensed for the provision of respite with Maryland's Public Behavioral Health System (PBHS). The selected vendor must be approved under COMAR 10.63.01-03 & COMAR 10.09.89 by October 1, 2021. Selected vendor will be expected to provide respite care services to at least 18 families who are eligible for services within Maryland's PBHS beginning October 1, 2021 and a minimum of twenty-five (25) families annually. The grant is renewable annually provided funding is available. The grant period is generally July 1 to June 30. Grant funds are dedicated for supporting, advocating, and educating caregivers of children with emotional and behavioral disturbances meeting Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) diagnoses. The selected vendor will be expected to offer in-home and out of home respite to children with emotional and behavioral disturbances, provide training and parent support groups for caregivers and respite families, and provide a parent advocate. This is a competitive bid process.

Target Population

This contract targets parents and caregivers of children and adolescents 0-18 years of age residing in the lower shore counties of Somerset, Wicomico and Worcester. Families must be eligible for PBHS.

Services

The proposed mental health provider shall:

1. Be a licensed respite care provider under COMAR 10.63.01-03 & COMAR 10.09.89 by October 1, 2021.
2. Employ appropriately qualified individuals for provision of respite services as outlined in COMAR 10.63.01-03 & COMAR 10.09.89 and for providing a parent advocate.
3. Comply with Medical Assistance Provider Participation Criteria listed in COMAR 10.09.36.03.
4. Have the capacity to provide both in-home to a minimum of 10 families, and out of home/ overnight respite to a minimum of 15 families through community residential respite services.

5. Meet the needs of no fewer than 25 children and 840 respite nights during a full 12-month period of operation. Capacity building should include plans for recruitment, training, licensing and monitoring of adequate staff and community resource homes.
6. Successfully match respite homes and children eligible for respite within 30 days of referral. Vendor should plan to build the program capacity to accommodate suitable matches.
7. Provide on-site training and supervision for identified respite homes.
8. Participate with WCLBHA and Behavioral Health Administration (BHA) in the development of an impact statement on the effectiveness of the respite care program.
9. Provide a semi-annual report to BHA and WCLBHA.
10. Provide quarterly reports regarding respite, trainings to families, support groups, and parent advocate activities and program deliverable outcomes to the WCLBHA.
11. Provide a parent advocate to assist parents and caregivers with obtaining support and services needed for their child(ren) including but not limited to: medical services, mental health services, socialization opportunities, educational needs, vocational needs, and other supportive services, support at Local Care Team (LCT) meetings, support at Individualized Education Plan (IEP) meetings.
12. Attend Multi-Disciplinary Team (Multi-D) and LCT meetings in Somerset, Wicomico, and Worcester Counties as invited.
13. Develop a plan for family advocacy activities and informational resources for families of children with mental health diagnoses beyond respite services. The vendor should plan for the support of a parent advocate for respite who would: follow-up on all respite requests and services with family members; develop and implement three county-based family support groups with family input; and develop and maintain a resource library and directory for families of children with mental health concerns. Vendor should initiate family support meetings by parent advocate within two months of award.
14. Provide a comprehensive training program for respite care providers designed with parental input that meets program regulation and cultural competency standards to be provided no less than two times annually.
15. Provide no fewer than two educational workshops during a 12-month period for families and caregivers of children with mental health concerns. Vendor will develop creative approaches to engage isolated families who appear to have children in need of mental health services.
16. Develop and implement a community outreach plan, which would include interagency/provider outreach efforts to increase parental knowledge of available respite services for children, parent advocate services, and family support groups. Outreach efforts should include but would not be limited to the Health Departments, Boards of Education, Departments of Social Services, Departments of Juvenile Justice, private mental health providers licensed under the Maryland Public Behavioral Health System,

Psychiatric Rehabilitation Programs, hospitals, faith community, youth centers, parent organizations, medical centers, and other community-based organizations as appropriate.

17. Have at least three years of experience providing mental health services including serving children and adolescents with behavioral and emotional disturbances identified in the DSM-5.
18. Be available 24 hours, 7 days per week for referral of participants.
19. Comply with the Department's fiscal reporting requirements.
20. Identify, develop, and/or utilize a consumer satisfaction tool, which should be sent out no less than quarterly.
21. Describe the vendor's internal quality assurance mechanisms.
22. Provide the WCLBHA annually with recommendations to improve the continuum of care for children with mental health diagnoses in the three counties of the Lower Shore.
23. Participate in and provide data, as requested, for the BHA evaluation of statewide respite care services.

Transportation Services

Access to transportation is pivotal. A provision for arranging transportation to scheduled respite services is required.

Availability of Funds

All bids will be conditional based upon the availability of sufficient funds. For this RFP a nine (9) month budget of $39,068 and twelve (12) month budget of $52,091 should be included in the proposal.

Description of Proposal

The proposal shall adhere to the following format. Pages shall be numbered, and each section shall be divided and labeled including the following sections:

Section 1 Program Summary - A one-page summary of how the organization will provide the services and implement the proposal. This summary should include the services to be provided and an estimate of how many clients will be served.

Section 2 Scope of Services and Service Delivery Plan

A. Describe in detail the specific population to be served and how the services will be provided. The service description should include the following: service delivery, population to be served, estimated number of individuals to be served, eligibility criteria, community integration

and collaboration, consumer participation, performance indicators, outcome evaluations, internal reporting mechanisms, and quality improvement measures.

B. Where applicable, list quantifiable and measurable performance objectives, with detailed action steps and time frames/completion dates. Performance objectives should have the capacity to be measured monthly.

Section 3 Organizational Capacity Statement

A. Include the organizational history, nature and scope of business activities, and organizational structure.

B. If incorporated, provide a copy of the most current articles of incorporation. Additionally, provide a roster of all members of the organization's Board of Directors, including addresses and telephone numbers.

C. Include an organizational chart depicting the relationship of the project to the current organization. If organization also offers direct mental health service to potential targeted consumers, define the separate organizational relationship of the project to the direct service program(s) under the larger organizational structure.

D. Describe experience and relevant former activities of the organization, which demonstrate an ability to provide the specific services of the proposed project.

Section 4 Staffing – Provide a list of staff and their qualifications. Include positions' description and the total number of full-time equivalents (FTE) and part-time (PT) positions by program area. Include a statement indicating that recruitment, training, and supervision procedures are in compliance with the Equal Employment Opportunity (EEO) guidelines; and the Americans with Disabilities Act (ADA).

Section 5 Financial and Budget

A. Include audited financial statements, including any management letters, for the past three years. Additional information may be requested.

B. Provide a line item budget utilizing DHMH Form 432E (Schedule of Consultant Costs) of DHMH Forms 432A-H (Human Service Contract Proposal) including a narrative detailing proposed expenditures.

STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE
HUMAN SERVICES CONTRACT PROPOSAL

A. Vendor Information: _____

Organization: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Person: _____ **Telephone:** _____

Mailing Address (if other than shown above): _____
Federal Employer I.D.: _____ **Minority Enterprise Yes No**

Fiscal Year or Period for which Funds are Requested: _____

Type of Service To Be Funded: _____
Performance Measures Detail Attached Yes No

Area/Jurisdiction To Be Serviced: _____
Does the Organization Do Fundraising: Yes No
Are any of the State supported costs being used to generate fundraising dollars Yes No

Type of Proposal: New One-Time Only Renewal Supplement

B. Affirmations and Signature of Certifying Official: (Mark Appropriate Box(es))

- **If the local health officer has not signed below, a copy of this application was sent to that official simultaneously with this submission**
- **A program narrative is attached for each service.**

On behalf of the governing board or other executive authority of the above named organization, I affirm that the information and estimates conveyed in this application are true and accurate to the best of my knowledge.

Signature: _____ **Date:** _____

Name Printed or Typed: _____ **Title:** _____

C. Third Party Review:

Reviewing Official	Signature	Date	Reviewed	Approved	Disapproved	Attached
Local Health Officer						
Advisory Council						
Local Govt. Auth.						
Regional Director						
Other (Specify)						

D. For DHMH Use Only _____

DHMH 432A (Rev. Feb. 1997)

Date: _____
Proposal: Respite Care Services_____
Bidder: _____
Reviewer: _____

Proposal Evaluation Criteria

Criteria 1: Program Summary- 10points

- Description of services that will be provided.
- How services will be provided.
- Number of clients to be served.
- How this proposal will be implemented.

Criteria 2: Scope of Services and Service Delivery Plan- 35points

- Description of service delivery plan.
- Description of the target population.
- Description of program eligibility criteria.
- Description of community integration and collaboration.
- Description of consumer participation in the program.
- List and description of performance indicators.
- Description of how outcomes will be evaluated.
- Description of internal reporting mechanisms
- Description of quality improvement measures.
    - Must:
        - Be quantifiable
        - Be measurable on a monthly basis
        - Detail action steps
        - Detail time frames

Criteria 3: Organizational Capacity Statement- 25points

- Provide information about the organization.
    - Organizational history
    - Nature and scope of the organization
    - Organizational structure
- Provide information about Incorporation.
    - Most current articles of incorporation
    - Current roster of the Board of Directors
        - Include
            - Names
            - Addresses

            - Phone numbers
- Provide a current organizational chart.
    - Include
        - The relationship of this program within the current organization
        - The relationship of this program to any current mental health services provided by the organization.
- Experience and former relevant activities of the organization that show an ability to provide these services.
- Information about the organizations last Department of Health and Mental Hygiene Office of Licensing and Certification visit.
    - Include
        - Date of visit
        - Approval status
        - Approval time period
        - Program improvement plan

Criteria 4: Staffing- 15points

- Provide a list of current staff members.
    - Include
        - Qualifications
        - Position descriptions
        - Employment status by program
            - Full time
            - Part time
- Provide a statement about how the organization follows the Equal Employment Opportunity and Americans with Disabilities Act guidelines.
    - Include
        - Recruitment
        - Training
        - Supervision

Criteria 5: Financial and Budget- 15points

- Provide audited financial statements.
    - Include
        - Management letters
        - 3 years worth of materials
- Provide a line item budget.
    - Forms
        - 432B (Program Budget)

    - 432A-H (Human Services Contract Proposal
- Include a narrative of all expenditures.

Respite Vendor's

Arrow Diagnostic
ATTN: Crystal Ludtke
1605 Cromwell Bridge Road
Baltimore, MD 21234

Children's Choice
Attention: Andrew McCaulley
1813 Sweet Bay Drive, Suite 1A
Salisbury, MD 21801

Community Behavioral Health
ATTN: Shyam Bhayami
107 E. Market Street
Snow Hill, MD 21863

Maple Shade Youth and Family Services
Attention: Shanda Ward
23704 Ocean Gateway
Mardela Springs, MD 21837

Administration

LOUIS H. TAYLOR
Superintendent of Schools

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

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

VINCENT E. TOLBERT, CPA
Chief Financial Officer

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

WORCESTER
COUNTY PUBLIC SCHOOLS

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

ELENA J. MCCOMAS
Vice-President

JON M. ANDES, Ed.D.

WILLIAM E. BUCHANAN

TODD A. FERRANTE

WILLIAM L. GORDY

DONALD C. SMACK, SR.

June 8, 2021

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

Dear Mr. Higgins:

Attached is the Annual Budget Certification Statement, which the Board of Education must submit to the Maryland State Board of Education, detailing County funds appropriated for FY 2022. Since the state report utilizes a different format than our local budget, I have listed below the amounts approved by the County Commissioners that agrees to the total on this report.

Current Expense	
Appropriation for Board of Education	$96,041,968
Technology Program - Recurring	200,000
Technology Program – Non - Recurring	-0-
School Building Improvements	100,000
Total Current Expense	$96,341,968
School Construction	$ 295,800
Debt Service	$12,469,356

Please have this form signed by Mr. Mitrecic and return to me at your earliest convenience. Should you have any questions, please give me a call.

Sincerely,

Vincent E. Tolbert, CPA
Chief Financial Officer

WORCESTER
(Local Unit)

ANNUAL BUDGET

for the Fiscal Year Ending June 30, 2022

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

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

CERTIFICATION STATEMENT

To the Board of County Commissioners or the County/City Council:
In accordance with the requirements of the Acts of the General Assembly, and the rules and regulations of the State Board of Education, and on and with the advice of the State Superintendent of Schools, the Board of Education herewith submits the itemized school budget, showing the financial needs and estimated federal, state, local, and other revenue sources of the County/City for Current Expenses, School Construction, and Debt Service.

Agreeably, thereto you are hereby requested to provide from **County/City** sources the following appropriation, respectively:

Current Expense – Recurring Local Appropriation	$ 96,341,968
Current Expense – Nonrecurring Local Appropriation	$ -0-
Total Local Appropriation	$ 96,341,968
School Construction	$ 295,800
Debt Service	$ 12,469,356
Duly submitted by:	Date:6/15/21

, President

, Secretary

The above appropriations from County/City sources have been approved.

Signature of President or Chair
of the County/City Council or County Commissioners

Preparer: Vincent E. Tolbert, Chief Financial Officer

Telephone: 410-632-5063

Date: 6/15/21

Administration

LOUIS H. TAYLOR
Superintendent of Schools

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

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

VINCENT E. TOLBERT, CPA
Chief Financial Officer

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Chief Operating & Academic Officer, Gr. 9-12

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Vice-President

JON M. ANDES, Ed.D.

WILLIAM E. BUCHANAN

TODD A. FERRANTE

WILLIAM L. GORDY

DONALD C. SMACK, SR

June 8, 2021

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

Dear Mr. Higgins,

Enclosed please find the proposed County Appropriation Transmittal Schedule for Fiscal Year 2022. This schedule follows the same plan as used in past years, which takes into consideration the months that state aid is received to balance the cash flow needs from the county.

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

Sincerely,

Vincent E. Tolbert, CPA
Chief Financial Officer

VET/tcs

Enclosure

BOARD OF EDUCATION OF WORCESTER COUNTY

COUNTY APPROPRIATION TRANSMITTAL SCHEDULE

FISCAL YEAR 2022

MONTH	REQUISITION NUMBER	AMOUNT	DATE FUNDS TRANSMITTED
July	1	$2,484,107	Thursday, July 15, 2021
	2	2,484,107	Thursday , July 29, 2021
August	3	3,155,802	Thursday, August 12, 2021
	4	3,155,802	Friday, August 27, 2021
September	5	4,847,695	Wednesday, September 15, 2021
	6	4,847,695	Thursday, September 30, 2021
October	7	4,847,695	Thursday, October 14, 2021
	8	4,847,695	Friday, October 29, 2021
November	9	4,847,695	Friday, November 12, 2021
	10	4,847,695	Tuesday, November 23, 2021
December	11	3,455,802	Friday, December 10, 2021
	12	3,155,802	Wednesday, December 22, 2021
January	13	4,847,695	Wednesday, January 12, 2022
	14	4,847,695	Thursday, January 27, 2022
February	15	3,155,802	Tuesday, February 15, 2022
	16	3,155,802	Monday, February 28, 2022
March	17	5,751,603	Tuesday, March 15, 2022
	18	4,847,695	Wednesday, March 30, 2022
April	19	3,155,802	Wednesday, April 13, 2022
	20	3,155,802	Friday, April 29, 2022
May	21	4,847,695	Friday, May 13, 2022
	22	4,847,695	Friday, May 27, 2022
June	23	4,100,766	Tuesday, June 14, 2022
	24	2,650,324	Thursday, June 30, 2022
TOTAL REQUISITIONS		$96,341,968	

Appropriations:	$96,041,968	Unrestricted
	200,000	Technology
	100,000	Capital Outlay
	$96,341,968	

Approval _____

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

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

Worcester County

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

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

TO: Worcester County Commissioners
FROM: Harold L. Higgins, Chief Administrative Officer
DATE: May 26, 2021
RE: Wor-Wic Community College Spending Authority Request – FY22

Attached for your review is the Wor-Wic Community College Expenditure Budget by Function totaling $29,697,673 for FY2022. Dr. Hoy is seeking your approval of these expenditure categories as required by law. Based upon Wor-Wic Community College's approved operating budget of $29,697,673 as presented, Worcester County's local share of the funding totals $2,530,242 as approved in the County Operating Budget on June 1, 2021.

HLH:kjw
Attachments: Resolution
FY22 Expenditure Budget by Function

S:\Commissioners\Candace\FY22 Adopted Budgets\Wor-Wic spending authority cover memo - FY22.docx

RESOLUTION NO. 21-11
RESOLUTION ADOPTING THE WOR-WIC COMMUNITY COLLEGE EXPENDITURE BUDGET FOR FISCAL YEAR 2022

Recitals

A. The County Commissioners of Worcester County, Maryland adopted the Fiscal Year 2022 Operating Budget on June 1, 2021 and deem it necessary to pass a Resolution to approve the Expenditure Budget for Wor-Wic Community College.

B. Under Maryland Code, Edu. § 16-301, the Board of Trustees and the President of each Community College shall annually prepare and submit to the County governing body an operating budget, capital budget, and long-term capital improvement plan.

C. Section 16-301 further provides that the County governing body shall review and approve the budget of the Community College and may reduce it.

D. Maryland Code, Edu. § 16-304 provides that the County governing body shall make appropriations by major functions.

E. The Wor-Wic Community College President and Board of Trustees have submitted the Wor-Wic Community College Expenditure by Function FY 2022 for approval by the County.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the Wor-Wic Community College Expenditure Budget by Function FY 2022 is approved.

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

PASSED AND ADOPTED this _____ day of_____, 2021:

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, Jr., Commissioner

_____
Madison J. Bunting, Jr., Commissioner

_____
James C. Church, Commissioner

_____
Joshua C. Nordstrom, Commissioner

_____
Diana Purnell, Commissioner

WOR-WIC COMMUNITY COLLEGE
EXPENDITURE BUDGET BY FUNCTION
FY 2022

	AMOUNT
INSTRUCTION This category includes expenditures for all activities that are part of the institution's instructional program, including credit and continuing education courses.	$10,351,292
INSTITUTIONAL SUPPORT This category includes expenditures for administrative office activities including fiscal operations, information technology, institutional research, publications and resource development.	$ 6,502,015
ACADEMIC SUPPORT This category includes expenditures for library services, academic administration and support services for instruction.	$ 5,607,827
PLANT This category includes expenditures for the operation and maintenance of the physical plant and public safety.	$ 3,975,806
STUDENT SERVICES This category includes expenditures for the offices of admissions, financial aid, registrar, counseling, recruitment, retention, student engagement and the vice president for enrollment management and student services.	$ 3,027,733
SCHOLARSHIPS This category includes expenditures for scholarships and tuition waivers.	$ 233,000
TOTAL OPERATING BUDGET	**$ 29,697,673**
MAINTENANCE AND REPAIR	$ 357,500

Note: County budget approval is by major function. Maintenance and repair is considered a major function.

WOR-WIC
COMMUNITY COLLEGE

32000 CAMPUS DR
SALISBURY MD 21804
PHONE: 410-334-2800
worwic.edu

June 3, 2021

Sent via email on June 3, 2021

Dear Mr. Higgins,

Attached please find a Letter of Intent form for signature regarding Worcester County's matching funding for the Applied Technology Building, which the County included in its CIP. As you are aware, this document is a formality and does not bind the County; however it is submitted to the State along with our Board Resolution and Petition for the 75% State share of the project costs, which is due July 1, 2021.

Once the form is signed and dated, kindly scan and email the form to me at jsandt@worwic.edu and mail the original to Wor-Wic Community College, 32000 Campus Drive, Salisbury, MD 21801. We'll forward it to the Higher Education Commission along with our final documents.

Thanks so much for all of your support.

Sincerely,

Jennifer A. Sandt

Jennifer A. Sandt
Vice President for Administrative Services

BOARD OF TRUSTEES

Russell W. Blake

Andrew W. Booth

Kimberly C. Gillis

Morgan Hazel

Martin T. Neat

Anna G. Newton

Lorraine Purnell-Ayres

PRESIDENT

Dr. Murray K. Hoy

- CC FORM M -

LETTER OF INTENT
MARYLAND COMMUNITY COLLEGES

TO: Daniel Schuster
Finance Policy Analyst
Maryland Higher Education Commission
6 N. Liberty Street, 10th Floor
Baltimore, MD 21201

RE: Wor-Wic Community College

Applied Technology Building

This Letter of Intent is to assure the Maryland Higher Education Commission that the county intends to provide the local share of funds to design, construct, and equip the above referenced project.

A Resolution and Petition for the State's share of funds to construct this facility will be submitted with the Annual Capital Budget Request, on or before July 1, 2022.

Signatures of:

(County Council) _____

(County Commissioners) _____

(County Executive) _____

_____

_____ _____
(Date)

WOR-WIC
COMMUNITY COLLEGE

32000 CAMPUS DR
SALISBURY MD 21804
PHONE: 410-334-2800
worwic.edu

BOARD OF TRUSTEES

Russell W. Blake

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Morgan Hazel

William H. Kerbin

Martin T. Neat

Lorraine Purnell-Ayres

PRESIDENT

Dr. Murray K. Hoy

October 12, 2020

Mr. Harold Higgins
Chief Administrative Officer
Worcester County Government Center
1 W. Market St. Room 1103
Snow Hill, MD 21863

Dear Harold,

Attached you will find Wor-Wic Community College's 10-Year Capital Improvement Program (CIP) 2021-2030, adopted by the Board of Trustees on October 8, 2020.

We are currently in the design phase for the new Applied Technology Building, which includes classrooms, laboratories, simulators and office space to support new credit programs in the applied technology field and current and additional continuing education and workforce development courses in the areas of alternative energy, transportation and industrial trades. The building will also include a makerspace laboratory, several student study spaces, a computer laboratory, and the college's information technology department. This project is projected to cost almost $36 million and is eligible for 75% state funding. Design will be completed by the end of FY 2021. Construction will begin in July 2021 with an estimated completion date of January 2023.

A Learning Commons Building is being proposed for design in FY 2024 and completion in FY 2026. The building will serve as a true learning center, supplementing the classroom and laboratory learning experience. Examples of some of the support services that we are proposing to relocate to this building include a large resource center, tutoring services, TRIO student support services, Veterans services, the testing center, the mathematics laboratory, the reading and writing center, and office space for several student services employees. Centralizing these services not only encourages group study and student collaboration across majors, but will also provide the opportunity to renovate the vacated spaces to expand and enhance the student admissions area for onboarding of new students, and convert other spaces into offices, classrooms and laboratories. This project is projected to cost almost $38 million and will also be eligible for 75% state funding.

According to the state space allocation guidelines, which is based on enrollment and projected future enrollment, the college currently qualifies for approximately 120,000 gross square feet in new construction or building additions, which is equivalent to three buildings the size of our existing Guerrieri Hall.

If we can answer any questions regarding the 10-Year Capital Improvement Plan, please feel free to contact either me or Vice President for Administrative Services, Jennifer Sandt.

Sincerely,

Murray K. Hoy
President

Attachment

Cc: Kathy Whited

Project: APPLIED TECHNOLOGY BUILDING

Dept Head, Title & Phone #:
Jennifer Sandt, Wor-Wic Community College, Vice President for Administrative Services, 410-334-2911

Project Summary:
New academic building

Purpose:
Wor-Wic is proposing to build a new ± 40,000 S.F. building, reconfigure internal circulatory roads and the campus' main entrance, expand the campus' existing utility services, and expand the existing Brunkhorst Hall parking lot.

The purpose of this building is to assist the college with meeting its strategic goals to strengthen the alignment of programs and courses with local employer needs and expand facilities to address student and institutional needs. The roadway and parking lot enhancements are necessary to improve the flow of traffic and improve pedestrian safety.

Location:
Wor-Wic Community College, 32000 Campus Drive, Salisbury, MD 21804

Impacts on General Fund Operating, Personnel or Maintenance:
NA

	FY 22	FY 23	FY 24	FY 25	FY 26	Prior Allocation	Balance to Complete	Total Project Cost
Engineering/Design						145,784		**145,784**
Land Acquisition								**0**
Site Work								**0**
Construction	2,196,188							**2,196,188**
Equipment/Furnishings		225,105						**225,105**
Other								**0**
EXPENDITURES								
TOTAL	**2,196,188**	**225,105**	**0**	**0**	**0**	**145,784**	**0**	**2,567,077**
SOURCES OF FUNDS								
General Fund								**0**
User Fees								**0**
Grant Funds								**0**
State Match								**0**
State Loan								**0**
Assigned Funds								**0**
Private Donation								**0**
Enterprise Bonds								**0**
General Bonds								**0**
								0
								0
TOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
PROJECTED OPERATING IMPACTS	0	0	0	0	0			0

WOR-WIC COMMUNITY COLLEGE - 10 YEAR CAPITAL IMPROVEMENT PROGRAM

CAPITAL PROJECTS	FY 2021 STATE	FY 2021 WIC	FY 2021 WOR	FY 2022 STATE	FY 2022 WIC	FY 2022 WOR	FY 2023 STATE	FY 2023 WIC	FY 2023 WOR
APPLIED TECHNOLOGY BUILDING									
Design, CM Preconstruction	1,521,750	361,466	145,784						
Construction, CITS				22,924,717	5,445,384	2,196,188			
Furniture and Equipment							2,349,740	558,141	225,105
TOTAL	1,521,750	361,466	145,784	22,924,717	5,445,384	2,196,188	2,349,740	558,141	225,105
LEARNING COMMONS									
Design, CM Preconstruction									
Construction, CITS									
Furniture and Equipment									
TOTAL	0	0	0	0	0	0	0	0	0
GRAND TOTAL	1,521,750	361,466	145,784	22,924,717	5,445,384	2,196,188	2,349,740	558,141	225,105

TEL: 410-632-1194
FAX: 410-632-3131
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COMMISSIONERS
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OFFICE OF THE
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Worcester County

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

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

June 3, 2021

TO: Worcester County Commissioners
FROM: Karen Hammer, Administrative Assistant V
SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2021

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (6), which have current or upcoming vacancies (10 total). I have circled the members whose terms have expired or will expire on each of these boards.

- PLEASE NOTE - 2nd Attempt – The Worcester County Board of Library Trustees have voted to appoint Sandra Buchanan to replace Donald James Bailey who resigned in March 2021.

SEE INSERT

President Mitrecic - You have **One (1)** positions open:

- Marie Campione-Lawrence (**Resigned**) - replacement to the Social Services Advisory Board

Vice President Elder – You have **One (1)** position needed:

- Michael Day to the Tourism Advisory Committee

Commissioner Bertino – You have **Three (3)** positions needed:

- Cathy Gallagher to the Social Services Advisory Board
- Frederick Stiehl to the Water & Sewer Advisory Council, Ocean Pines
- Bob Poremski (**Resigned**) - replacement to the Water & Sewer Advisory Council, Ocean Pines
-

All Commissioners:

- (2) - Drug and Alcohol Abuse Council; (1 resignation: Requires a Person Knowledgeable of Substance Abuse Treatment and 1 Position - (Passing of Dr. Cragway, Jr., also Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations for The Commissioners later this year, **however**, if the Commissioners have someone they'd like to appoint, please advise.
- At Large position on Local Development Council For the Ocean Downs Casino-4 yr. Mark Wittmyer - (Business – Ocean Pines)
- Water and Sewer Advisory Council - Ocean Pines (Frederick Stiehl and Bob Poremski)
- Library Board of Trustees – has 1 resignation - April 2021, of Holly Anderson, the board is actively looking for a replacement.

Pending Board Appointments - By Commissioner

District 1 - Nordstrom All District Appointments Received. Thank you!

District 2 - Purnell All District Appointments Received. Thank you!

District 3 - Church All District Appointments Received. Thank you!

District 4 - Eder p. 10 - Tourism Advisory Committee (Michael Day) - 4-year

District 5 - Bertino

p. 8 - Social Services Advisory Board (Cathy Gallagher) - 3-year
p. 11 - Water & Sewer Advisory Council - Ocean Pines (Frederick Stiehl and Bob Poremski) - 4-year

District 6 - Bunting All District Appointments Received. Thank you

District 7 - Mitrecic p. 8 - Social Services Advisory Board (Marie Campione-Lawrence) - 3-year

All Commissioners

p. 3 - (2) - Drug and Alcohol Abuse Council; (1 resignation: Requires a Person Knowledgeable of Substance Abuse Treatment and 1 Position - (Passing of Dr. Cragway, Jr., also Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations for The Commissioners later this year, **however**, if the Commissioners have someone they'd like to appoint, please advise.

p. 5 - (2) Board of Library Trustees - Replace Sandra Buchanan as replacement for resignation of Donald James Bailey; there is still 1 position available due to the resignation of Holly Anderson (Pg. 6)

p. 7 - (1) Local Development Council for Ocean Downs Casino (Mark Wittmyer and- At-Large - business or institution representative in immediate proximity to Ocean Downs) - 4-year

p. 11 - (2) Water and Sewer Advisory Council - Ocean Pines (Frederick Stiehl and Bob Poremski) - 4-year

DRUG AND ALCOHOL ABUSE COUNCIL

ITEM 11

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

Functions: Advisory
Develop and implement a plan for meeting the needs of the general public and the criminal justice system for alcohol and drug abuse evaluation, prevention and treatment services.

Number/Term: At least 18 - At least 7 At-Large, and 11 ex-officio (also several non-voting members)
At-Large members serve 4-year terms; Terms expire December 31

Compensation: None

Meetings: As Necessary

Special Provisions: Former Alcohol and Other Drugs Task Force was converted to Drug and Alcohol Abuse Council on October 5, 2004.

Staff Contact: Jack Orris, Council Secretary, Health Department (410-632-1100, ext. 1038)
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

Name	Representing	Years of Term(s)
	At-Large Members	
Donna Nordstrom	Knowledge of Substance Abuse Treatment	* 19-21 Resigned
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18, 18-22
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18, 18-22
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (advisory),10-14-18, 18-22
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19, 19-23
Jennifer LaMade	Knowledgeable on Substance Abuse Issues	*12-15, 15-19, 19-23
Mimi Dean	Substance Abuse Prevention Provider	*18-19, 19-23
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, ~~20-24~~
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20, 20-24 Passed
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25

	Ex-Officio Members	
Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Spencer Lee Tracy, Jr.	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Trudy Brown	Parole & Probation, Regional Director	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Burton Anderson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
William Gordy (Eloise Henry Gordy)	Board of Education President	Ex-Officio, Indefinite
Diana Purnell	County Commissioners	Ex-Officio, Indefinite
Judge Brian Shockley (Jen Bauman)	Circuit Court Administrative Judge	Ex-Officio, Indefinite
Judge Gerald Purnell (Tracy Simpson)	District Court Administrative Judge	Ex-Officio, Indefinite

* Appointed to a partial term for proper staggering, or to fill a vacant term

Updated: May 18, 2021
Printed: June 3, 2021

Donna Bounds	Warden, Worcester County Jail	Ex-Officio, Indefinite

Advisory Members

Lt. Earl W. Starner	Maryland State Police	Since 2004
Charles "Buddy" Jenkins	Business Community - Jolly Roger Amusements	
Chief Ross Buzzuro (Lt. Rick Moreck)	Ocean City Police Dept.	
Leslie Brown	Hudson Health Services, Inc.	
James Mcquire, P.D.	Health Care Professional - Pharmacist	Since 2018
Shane Ferguson	Wor-Wic Community College Rep.	Since 2018
Jessica Sexauer, Director	Local Behavioral Health Authority	Since 2018

Prior Members: Since 2004

Vince Gisriel
Michael McDermott
Marion Butler, Jr.
Judge Richard Bloxom
Paula Erdie
Tom Cetola
Gary James (04-08)
Vickie Wrenn
Deborah Winder
Garry Mumford
Judge Theodore Eschenburg
Andrea Hamilton
Fannie Birckhead
Sharon DeMar Reilly
Lisa Gebhardt
Jenna Miller
Dick Stegmaier
Paul Ford
Megan Griffiths
Ed Barber
Eloise Henry-Gordy
Lt. Lee Brumley
Ptl. Noal Waters
Ptl. Vicki Fisher
Chief John Groncki
Chief Arnold Downing
Frank Pappas
Captain William Harden
Linda Busick (06-10)
Sheriff Chuck Martin
Joel Todd
Diane Anderson (07-10)
Joyce Baum (04-10)
James Yost (08-10)
Ira "Buck" Shockley (04-13)
Teresa Fields (08-13)
Frederick Grant (04-13)
Doris Moxley (04-14)
Commissioner Merrill Lockfaw
Kelly Green (08-14)
Sheila Warner - Juvenile Services
Chief Bernadette DiPino - OCPD
Chief Kirk Daugherty -SHPD

Mike Shamburek - Hudson Health
Shirleen Church - BOE
Tracy Tilghman (14-15)
Marty Pusey (04-15)
Debbie Goeller
Peter Buesgens
Aaron Dale
Garry Mumford
Sharon Smith
Jennifer Standish
Karen Johnson (14-17)
Rev. Bill Sterling (13-17)
Kat Gunby (16-18)
William McDermott
Sheriff Reggie Mason
Colleen Wareing (*06-19)
Rev. Matthew D'Amario(*18-21)

* Appointed to a partial term for proper staggering, or to fill a vacant term

Updated: May 18, 2021
Printed: June 3, 2021

BOARD OF LIBRARY TRUSTEES

Reference: PGL Education 23-403, Annotated Code of Maryland

Appointed by: County Commissioners (from nominees submitted by Board of Library Trustees)

Function: Supervisory
Responsible for the general control and development of the County library system. Oversees management of the libraries, assists in preparation of library budget and other fiscal matters, arranges for an annual audit, makes an annual report to the County Commissioners, make recommendations to the County Commissioners regarding library acquisitions/development.

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

Compensation: None

Meetings: 1 per month except July, and August

Special Provisions: Nominees submitted by Library Board; Maximum 2 consecutive terms

Staff Contact: Library Director - Jennifer Ranck (410) 632-2600

Current Members:

Name	Resides	Years of Term(s)	
Holly Anderson	Newark	*10-11-16, 16-21	Resigned
Nancy Howard	Ocean City	16-21	
Donald James Bailey	Pocomoke	16-21	resigned to be replaced by Sandra Buchanan
Vicki O'Mara	Ocean Pines	*18-22	
Leslie Mulligan	Snow Hill	*17-18, 18-23	
Jeff Smith	Berlin	19-24	
Patricia Tomasovic	Pocomoke	*19, 19-24	

Prior Members: Since 1972

Herman Baker
Lieselette Pennewell
Edith Dryden
Clifford D. Cooper, Jr.
Klein Leister
Evelyn Mumford
Ann Eschenburg
Barbara Ward
Donald F. McCabe
Fannie Russell
Stedman Rounds
Donald Turner
Sarah Dryden
L. Richard Phillips
Barbara Bunting
Joanne Mason

Jere Hilbourn
Janet Owens
Ruth Westfall
Helen Farlow
Judy Quillin
Gay Showell
Susan Mariner
Jacqueline Mathias
Ann S. Coates (88-97)
Jim Dembeck (91-97)
Bill Waters (88-98)
Geraldine Thweatt (97-98)
Martha Hoover (87-99)
Eloise Henry-Gordy (98-00)
William Cropper (91-01)
Ms. Willie Gaddis (89-01)
Leola Smack (99-02)
Jean Tarr (94-04)
Lois Sirman (01-06)
Amanda DeShields (00-07)
David Nedrow (04-09)

Belle Redden (99-09)
Beverly Dryden Wilkerson (06-10)
John Staley (97-11)
James Gatling (01-11)
Shirley Dale (02-12)
Edith Barnes (07-13)
Richard Polhemus (11-16)
Richard Warner Davis (11-16)
Frederick Grant (13-17)
Rosemary S. Keech (12-18)
Vivian Pruitt (09-19)
Ron Cascio 09-19

* = Appointed to fill an unexpired term

Updated: January 21, 2020
Printed: June 3, 2021

Worcester County LIBRARY
Books are just the beginning.

RECEIVED
MAY 21 2021
By

To: Harold Higgins
From: Jennifer Ranck JR
Date: May 20, 2021
Re: Library Board of Trustees

The Worcester County Library Board of Trustees voted to appoint Sandra Buchanan at their meeting on May 11, 2021 to replace Jamie Bailey who resigned from the board in March 2021.

Sandra Buchanan
217 Silva Road
Stockton, Maryland 21864
(443-235-9313)

The board is actively looking for a replacement for Holly Anderson who resigned in April 2021.

Thank you and the County Commissioners for your consideration of the Trustees' recommendation.

Copy: Weston Young

Worcester County Library · 307 N Washington St · Snow Hill, MD · 410-632-2600 · fax: 410-632-1159

www.WorcesterLibrary.org

LOCAL DEVELOPMENT COUNCIL FOR THE OCEAN DOWNS CASINO

ITEM 11

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:

Member's Name	Nominated By	Represents/Resides	Years of Term(s)
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
Gee Williams [c]	Dist. 3 - Church	Resident - Berlin	09-13-17, 17-21
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21
David Massey [c]	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Cam Bunting [c]	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
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19, 19-23
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Gary Weber	Dist. 4 - Elder	Resident - Snow Hill	*19-20, 20-24
Mayor Rick Meehan [c]	At-Large	Business - Ocean City	*09-12-16-20-24

Prior Members: Since 2009

J. Lowell Stoltzfus [c] (09-10)
Mark Wittmyer [c] (09-11)
John Salm [c] (09-12)
Mike Pruitt [c] (09-12)
Norman H. Conway [c] (09-14)
Michael McDermott (10-14)
Diana Purnell [c] (09-14)
Linda Dearing (11-15)
Todd Ferrante [c] (09-16)
Joe Cavilla (12-17)
James N. Mathias, Jr.[c] (09-18)
Ron Taylor [c] (09-14)
James Rosenberg (09-19)
Rod Murray [c] (*09-19)
Charlie Dorman (12-19)

* = Appointed to fill an unexpired term/initial terms staggered
[c] = Charter Member

Updated: February 2, 2021
Printed: June 3, 2021

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:

Member's Name	Nominated By	Resides	Years of Term(s)
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
Sharon Dryden	D-1, Nordstrom	Pocomoke City	*20-21
Voncelia Brown	D-3, Church	Berlin	16-19, 19-22
Mary White	At-Large	Berlin	*17-19, 19-22
Maria Campione-Lawren	D-7, Mitrecic	Ocean City	16-19, 19-22 Resigned
Nancy Howard	D-2, Purnell	Ocean City	09-16-17-20, 20-23

* = Appointed to fill an unexpired term

Updated: November 17, 2020
Printed: June 3, 2021

SOCIAL SERVICES BOARD
(Continued)

Prior Members: (Since 1972)

James Dryden
Sheldon Chandler
Richard Bunting
Anthony Purnell
Richard Martin
Edward Hill
John Davis
Thomas Shockley
Michael Delano
Rev. James Seymour
Pauline Robertson
Josephine Anderson
Wendell White
Steven Cress
Odetta C. Perdue
Raymond Redden
Hinson Finney
Ira Hancock
Robert Ward
Elsie Bowen
Faye Thornes
Frederick Fletcher
Rev. Thomas Wall
Richard Bundick
Carmen Shrouck
Maude Love
Reginald T. Hancock
Elsie Briddell
Juanita Merrill
Raymond R. Jarvis, III
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)
Jeanne Lynch (00-02)
Michael Reilly (00-03)
Oliver Waters, Sr. (97-03)
Charles Hinz (02-04)
Prentiss Miles (94-06)
Lakeshia Townsend (03-06)
Betty May (02-06)
Robert "BJ" Corbin (01-06)
William Decoligny (03-06)
Grace Smearman (99-07)
Ann Almand (04-07)
Norma Polk-Miles (06-08)
Anthony Bowen (96-08)
Jeanette Tressler (06-09)
Rev. Ronnie White (08-10)
Belle Redden (09-11)
E. Nadine Miller (07-11)
Mary Yenney (06-13)
Dr. Nancy Dorman (07-13)
Susan Canfora (11-13)
Judy Boggs (02-14)
Jeff Kelchner (06-15)
Laura McDermott (11-15)
Emma Klein (08-15)
Wes McCabe (13-16)
Nancy Howard (09-16)
Judy Stinebiser (13-16)
Arlette Bright (11-17)
Tracey Cottman (15-17)
Ronnie White (18-19)
Wayne Ayer *(19-20)

* = Appointed to fill an unexpired term

Updated: November 17, 2020
Printed: June 3, 2021

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 – Melanie Pursel, Director of Tourism 410-632-3110

Current Members:

Member's Name	Nominated By	Resides	Years of Term(s)[2]
Michael Day	D-4, Elder	Snow Hill	*19
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
Barbara Tull	D-1, Nordstrom	Pocomoke	03-11-15-19, 19-23
Ruth Waters	D-6, Bunting	Bishopville	19-23
Elena Ake	D-3, Church	West Ocean City	*16-20, 20-24

Prior Members: Since 1972

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

Updated: December 1, 2020
Printed: June 3, 2021

* = 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

WATER AND SEWER ADVISORY COUNCIL
OCEAN PINES SERVICE AREA

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

Function: Advisory
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 5/4-year terms
Terms Expire December 31

Compensation: None

Meetings: Monthly

Special Provisions: Must be residents of Ocean Pines Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
John Ross - (410-641-5251)

Current Members:

Name	Resides	Years of Term(s)
Frederick Stiehl	Ocean Pines	*06-08-12-16, 16-20
Gregory R. Sauter, P.E.	Ocean Pines	17-21
John F. (Jack) Collins, Jr.	Ocean Pines	*18-21
James Spicknall	Ocean Pines	07-10-14-18, 18-22
Bob Poremski	Ocean Pines	*17-19, 19-23

Prior Members: (Since 1993)

Andrew Bosco (93-95)
Richard Brady (96-96, 03-04)
Michael Robbins (93-99)
Alfred Lotz (93-03)
Ernest Armstrong (93-04)
Jack Reed (93-06)
Fred Henderson (04-06)
E. A. "Bud" Rogner (96-07)
David Walter (06-07)
Darwin "Dart" Way, Jr. (99-08)
Aris Spengos (04-14)
Gail Blazer (07-17)
Mike Hegarty (08-17)
Michael Reilly (14-18)

* = Appointed to fill an unexpired term

Updated: December 3, 2019
Printed: June 3, 2021

MARYLAND'S Coast WORCESTER COUNTY

Worcester County Economic Development
100 Pearl Street, Suite B | Snow Hill MD 21863 | (410) 632-2144 | www.ChooseMarylandsCoast.org

MEMORANDUM

To: Harold Higgins, Weston Young
From: Melanie Pursel, Jackie Trieu- Office of Tourism and Economic Development
Subject: Update on STEM-MOU with Worcester Technical High School/Board of Education
Date: June 8, 2021

Please see the enclosed information associated with the request from Economic Development regarding the 2021 Worcester Enrichment in Science and Technology Academy MOU.

Since the Commissioners approved the hiring of a Workforce Engagement Specialist and reorganization of the summer STEM program that was facilitated through the Office of Economic Development, we have been working diligently to create a new program and to serve the students/applicants that were displaced last year due to COVID. We explored many options, however after numerous productive meetings with the Board of Education and Worcester Technical High school staff, it was clear that they were the most efficient and best equipped with the highest level of expertise to work with. Although this year (FY21) we are still focusing on STEM to fulfill the commitments to the students that applied last year, we have asked that the technical school team begin to incorporate Skilled Trades, Agriculture and Tourism into the program. As a result, the FY22 program will be fully integrated.

Enclosed you will find a Memorandum of Understanding with the Board of Education to deliver this brand new program with the funds that were already budgeted. The new Workforce Engagement Specialist will be working with the Board of Education/Technical School team as well as the business community and other groups such as the Chambers of Commerce throughout the county to connect this program and these students with the opportunities that exist in Worcester County. We sincerely appreciate your continued support of our efforts.

MEMORANDUM OF UNDERSTANDING
FOR STEM SUMMER CAMPS

THIS AGREEMENT ("Agreement") is dated _____ and is between the County Commissioners of Worcester County, Maryland ("County") and the Worcester County Board of Education ("BOE").

The parties agree as follows:

1. **BOE Responsibilities**: The Board of Education shall provide Science, Technology, Engineering, and Mathematics (STEM) oriented day camps for up to 50 students on the campus of Worcester Technical High School as detailed in the Scope of Work attached as Exhibit 1.

2. **County Responsibilities**: County will be responsible to pay invoices for items completed within the Scope of Work and that are not to exceed $120,000.

3. **Term**: This Agreement will begin upon execution and the Scope of Work must be completed by August 30, 2021. This Agreement may be terminated by either party with at least 30 days' written notice of intent to terminate, but costs incurred up to the date of notice may be invoiced to the County.

4. **Indemnification and Liability**: Subject to the limits of liability contained in Md. Code, Cts. & Jud. Proc. § 5-353, and except when caused by the negligence of the Board of Education, its agents, servants or employees, County must indemnify the Board of Education against all claims, demands, suits, judgments and expenses which may be imposed or incurred or asserted against the Board of Education as owner of the Premises by reason of or in connections with any negligent or tortuous act done by or on the part of County, its employees, volunteers, or its affiliated Recreation Councils while using school facilities.

5. **Successors**: This agreement will inure to the benefit of and be binding upon the parties and their respective successors or assigns.

6. **No 3rd Party Beneficiaries**: Nothing in this agreement, expressed or implied, is intended to confer upon or against any other person, corporation, or governmental unit, any right or remedies under or by reason of this agreement.

7. **Notices**: Notice under the Agreement may be by email to the following addresses.

   County:

   Melanie Pursel
   mpursel@MarylandsCoast.org

   Board of Education

   Dr. Annette Wallace

   AEWallace@worcesterk12.org

8. **Amendments**: All amendments of this Agreement must be in writing and signed by all parties.

9. **Applicable Law and Venue**: This Agreement is governed by the laws of the State of Maryland and Worcester County. The exclusive venue for any dispute related to this Agreement will be a court of competent jurisdiction in Worcester County.

10. **Entire Agreement**: This Agreement is the entire agreement between the parties and supersedes all earlier related communications.

11. **Counterparts and Signature**: The Agreement may be executed in several counterparts, each of which may be an original and all of which will constitute the same instrument. The Agreement may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of this Agreement will have the same effect as an original signed copy.

12. **Severability**: If any term of this Agreement is found invalid, the remaining terms will be unaffected and construed as if the Agreement did not contain the invalid term.

13. **No Waiver**: The failure of either party to enforce any term of this Agreement is not a waiver.

Attest:

County Commissioners of
Worcester County, Maryland

_____

_____(seal)
Harold L. Higgins
Chief Administrative Officer

Attest:

Worcester County Board of Education

_____

_____(seal)
Louis H. Taylor, Superintendent

WEST Academy

Worcester Enrichment in Science & Technology

August 2021, Worcester Technical HS

Program Management

Site Management

Worcester Co. 2021 TOY, Aarti Sangwan

Program Facilitation

Michael Levy
Valerie Zienty
Silviya Gallo
Chad Pavlekovich
Kyle Wheatley

01
Robotics & Drones

Build and code aerial/terrestrial robots. Strengthen engineering skills. Students will take home a robot or drone to continue working on their new skills!

02
Culinary Science

Explore molecular transformation through food science, engage in creative cooking, and use a scientific approach to working with new ingredients! Students will get their own cooking kit and chef coat!

03
Art/Tech Lasercutting

Use digital design software and a high-tech 3d lasercutting machine to be creative without limits! Students will take home their designs throughout the week!

04
3D Printing

Build a foundation in 3d modeling by designing simple models and watch them print! Students will get their own 3d Printing kit that they will learn how to build and maintain!

05
CSI: Forensic Science

Use science to investigate a crime scene and examine evidence. Engage in DNA profiling, blood splatter interpretation, ballistics, and more!

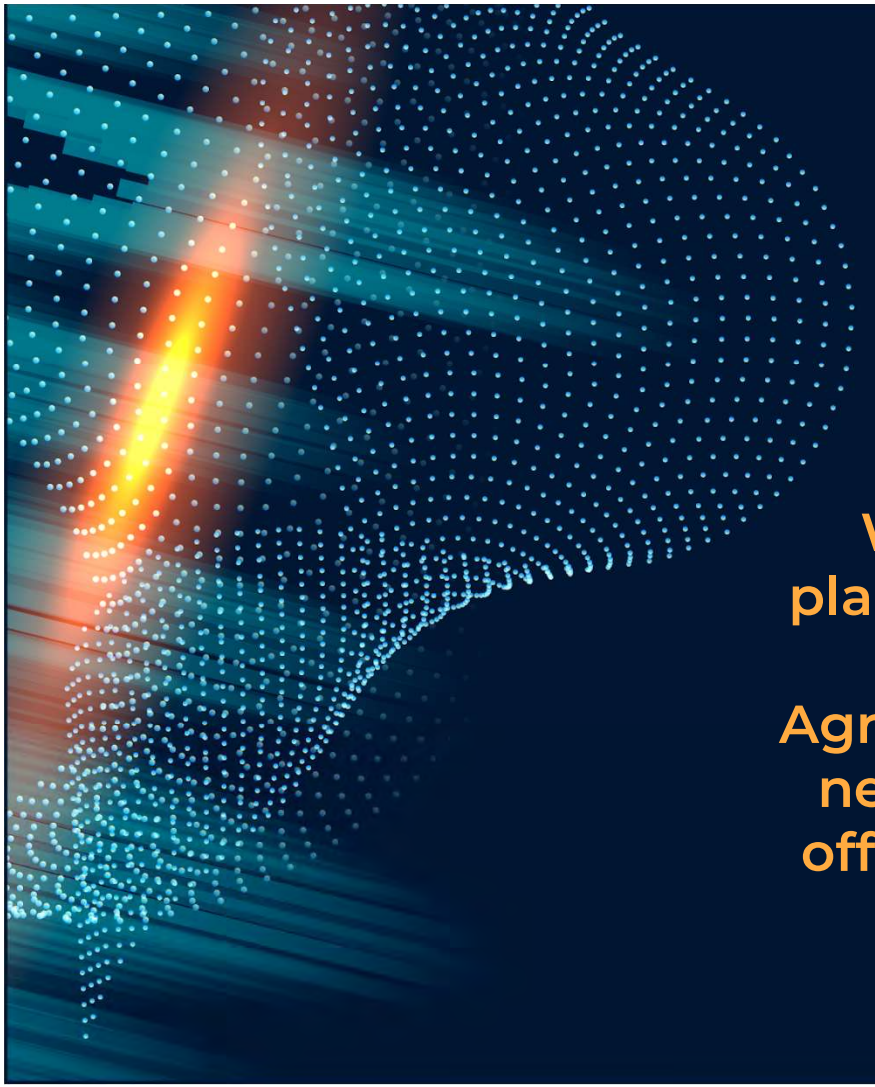
Program Structure

Pathways

Each student chooses two pathways
One in the morning, one in the afternoon

Program Logistics

ANY Worcester Co. student
Last year's registrants offered first (25 signed up to date)
Transportation available for all
Nurse on staff
Provides breakfast and lunch, free to students
Lining up Community Partner Lunch-and-Learns



STAT Planning

We are already in the process of planning a draft proposal for how the STAT Program (Skilled Trades, Agriculture and Tourism) may look for next year. We would like to expand offerings, numbers of students, time frame, and careers!

“There is no power for change greater than a community discovering what it cares about.”
—Margaret Wheatley,
American Writer and Teacher

RECEIVED
JUN 07 2021
Worcester County Admin

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410-632-1200 / FAX: 410-632-3008
http://www.co.worcester.md.us/departments/drp

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISON
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Harold L. Higgins, Chief Administrative Officer
FROM: Edward A. Tudor, Director
DATE: June 7, 2021
RE: County Commissioners' Findings of Fact and Resolutions - Rezoning Case No. 429 (Hope) and Rezoning Case No. 430 (Cellar House Farms, LP)

****

Attached please find the County Commissioners' Findings of Fact and Resolution drafted by Jennifer Keener, Deputy Director, relative to the above referenced rezoning cases. As you are aware, the public hearing was held by the County Commissioners on June 1, 2021. Once the County Commissioners adopt and execute these Findings of Fact and Resolutions, please forward signed copies to me so that we may notify the appropriate parties.

If you have any questions or need any further information, please do not hesitate to contact me.

jkk

Attachment

ZONING RECLASSIFICATION RESOLUTION NO. 21-2

A RESOLUTION OF THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, PURSUANT TO § ZS 1-113 OF THE ZONING AND SUBDIVISION CONTROL ARTICLE OF THE CODE OF PUBLIC LOCAL LAWS OF WORCESTER COUNTY, MARYLAND, CHANGING THE ZONING CLASSIFICATION OF A CERTAIN PARCEL OF LAND SHOWN ON TAX MAP 70 AS PARCEL 18, PARCEL A FROM RP RESOURCE PROTECTION DISTRICT TO A-1 AGRICULTURAL DISTRICT.

WHEREAS, pursuant to § ZS 1-113 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, Daniel Strickland Hope, applicant, and Hugh Cropper, IV, applicant's attorney, filed a petition for the rezoning of approximately 192.28 acres of land shown on Tax Map 70 as Parcel 18, Parcel A, located on the southerly side of Nassawango Road, to the west of MD Route 12, northwest of Snow Hill, requesting a change in zoning classification thereof from RP Resource Protection District to A-1 Agricultural District; and

WHEREAS, the Worcester County Planning Commission gave the petition a favorable recommendation during its review on April 1, 2021; and

WHEREAS, subsequent to a public hearing held on June 1, 2021, following due notice and all procedures as required by Sections ZS 1-113 and 1-114 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners found that there is a mistake in the existing zoning of the petitioned area and the findings of fact relative to the criteria as required by law are incorporated by reference;

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County that the land petitioned by Daniel Strickland Hope, applicant, and Hugh Cropper, IV, applicant's attorney, and shown on Tax Map 70 as Parcel 18, Parcel A is hereby reclassified from RP Resource Protection District to A-1 Agricultural District with the exception of the area formerly designated as C-1 Conservation District adjacent to the Pocomoke River.

BE IT FURTHER RESOLVED that the effective date of this Resolution shall be nunc pro tunc, June 1, 2021.

EXECUTED this _____ day of _____, 2021.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY

IN THE MATTER OF	*	
	*	
THE REZONING APPLICATION OF	*	
	*	**REZONING CASE NO. 429**
DANIEL STRICKLAND HOPE	*	
	*	

****

FINDINGS OF FACT

Subsequent to a public hearing held on June 1, 2021 and after a review of the entire record, all pertinent plans and all testimony, the Worcester County Commissioners hereby adopt the findings of the Worcester County Planning Commission and also make the following additional findings of fact as the County Commissioners' complete findings of fact pursuant to the provisions of Section ZS 1-113 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland.

Regarding the specifics of Rezoning Case No. 429: This case seeks to rezone approximately 192.28 acres of land ("petitioned area") located on the southerly side of Nassawango Road, to the west of MD Route 12, northwest of Snow Hill. The request is to reclassify the petitioned area from RP Resource Protection District to A-1 Agricultural District. The petitioned area is shown as Parcel 18, Parcel A on Tax Map 70. The petitioned area is developed with an existing single-family dwelling with customary residential accessory structures and an agricultural storage building.

Applicant's testimony before the County Commissioners: Mr. Hugh Cropper, IV, attorney for the applicant, began his presentation by stating that he concurred in full with the Planning Commission's Findings of Fact. He stated that the property is a multi-generational farm, where hogs have been raised, and crops such as corn, potatoes and soybeans have been produced. The owners desire to continue this tradition of a sustainable working farm. Mr. Cropper stated that agriculture is the pillar of the Comprehensive Plan, and the property owner needs flexibility to keep the farm going. The property was zoned A-1 Agricultural District for forty-four years prior to the downzoning of the property in 2009 to RP Resource Protection District. They are requesting rezoning back to A-1 Agricultural District, with the exception of the fringe of wetlands that they propose to retain in RP Resource Protection District. Submitted as Applicant's Exhibit No. 1A were the A-1 Agricultural District regulations and Exhibit No. 1B were the RP Resource Protection District regulations. Mr. Cropper read the purpose and intent statement for both

zoning districts. He again noted that this property has been a productive farm for hundreds of years, and is the epitome of the A-1 District purpose and intent statement.

Chris McCabe, environmental consultant, testified that the RP Resource Protection District designation was a mistake due to the historic land use. Submitted as Applicant's Exhibit No. 2 were the Findings of Fact associated with Rezoning Case No. 425 on the adjacent parcel, on lands formerly owned by Mr. Hope and his wife. The property has been utilized for agricultural activities such as crop production, a tree farm, and a single-family dwelling. Mr. McCabe also noted that the property was located predominantly within the Agricultural category of the Land Use Map of the Comprehensive Plan. Mr. McCabe agreed that the theme of the Comprehensive Plan is the protection of agriculture, which is consistent with the existing land uses for this property.

Frank G. Lynch, Jr, professional land surveyor, testified that he has conducted work on both Parcel A (petitioned area) and Parcel B (subject of Rezoning Case No. 425). He agreed that the downzoning of the property to RP Resource Protection District was a mistake, and that the A-1 Agricultural District is more desirable in terms of the Comprehensive Plan and associated Land Use Map. Mr. Lynch also testified that minor subdivisions were only allowed by special exception in the RP District, rather than by right in the A-1 District. In addition, the Critical Area regulations are more permissive than the RP District regulations because they allow a subdivision at a density of one lot per twenty acres. In summary, Mr. Lynch concurred that there had been a mistake made in the zoning of the petitioned area in 2009.

Daniel Strickland Hope, property owner, testified that he has resided on the farm most of his life, only leaving to pursue a career before returning to the property where he grew up. He agreed that the downzoning of this property to RP Resource Protection District was a mistake, and that the A-1 Agricultural District designation was necessary to maintain a sustainable working farm. Mr. Hope stated that the property deed from 1965 described it as a tree farm, and that Maryland Forester Rob Clarke's comments refer to it as a multi-generational tree farm. Therefore, he concurred that the A-1 Agricultural District would be more in keeping with the Comprehensive Plan and existing land uses.

<u>The County Commissioners' findings regarding the definition of the neighborhood</u>: The County Commissioners find that because Mr. Cropper was basing his argument for rezoning solely upon a claim of mistake in existing zoning, a definition of the neighborhood was not applicable.

The County Commissioners' findings regarding population change in the area: As did the Planning Commission, the County Commissioners conclude that there has been no change to the population of the neighborhood since the comprehensive rezoning of 2009.

The County Commissioners' findings regarding availability of public facilities: As indicated in the Planning Commission's findings of fact, the County Commissioners find that as it pertains to wastewater disposal and the provision of potable water, the petitioned area is not within an area which receives public sewer or water service at the present time. A single-family dwelling in this location would require a private septic system regardless of zoning. Mr. Mitchell's memo stated that the subject property is in the S-6 category (no planned service) of the Master Water and Sewerage Plan. Additionally, the Planning Commission found that the Critical Area designation of Resource Conservation Area (RCA) limits development to a density of one dwelling per twenty acres. Fire and ambulance service will be available from the Snow Hill Volunteer Fire Company's facility, approximately ten minutes away from the subject property. No comments were received from the fire company with regard to this review. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately thirty minutes away, and the Worcester County Sheriff's Department in Snow Hill, approximately ten minutes away. No comments were received from either the Maryland State Police or the Worcester County Sheriff's Department. The petitioned area is served by the following schools: Snow Hill Elementary School, Snow Hill Middle School, and Snow Hill High School. No comments were received from the Worcester County Board of Education. In consideration of their review, the County Commissioners find that there will be no negative impacts to public facilities and services resulting from the proposed rezoning of the petitioned area from RP Resource Protection District to A-1 Agricultural District, and the site will be subject to the limitations of private water and wastewater as well as the Critical Area regulations.

The County Commissioners' findings regarding present and future transportation patterns: Based upon the Planning Commission's findings of fact and recommendation, the County Commissioners find that the petitioned area fronts on Nassawango Road, a County-owned and -maintained roadway. The Comprehensive Plan classifies Nassawango Road as a two-lane secondary highway/minor collector highway. It should be noted that other portions of this roadway are named Dividing Creek Road and/or MD Route 364 and are State-owned and -maintained. This minor collector begins at US Route 13 in Pocomoke City and links to MD Routes 12 and 354 to the north of Snow Hill. James W. Meredith, District Engineer for the Maryland Department of Transportation State Highway Administration (MDOT SHA) District 1 office commented by letter that if development of the property is proposed in the future, the MDOT SHA may require a traffic impact study to determine potential impacts to the surrounding state roadway network and that future

development may also require an access permit to be issued from his office. He also stated that with the exception of the aforementioned comments, MDOT SHA has no objection to a rezoning determination by Worcester County. Frank J. Adkins, Worcester County Roads Superintendent, responded by memo that he had no comment at this time. Based upon its review, the County Commissioners find that there will be no negative impact to the transportation patterns arising from the proposed rezoning of the petitioned area as no significant changes are anticipated.

The County Commissioners' findings regarding compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: Based upon the Planning Commission's findings and the testimony of the applicant's representative, the County Commissioners find that the property is currently tilled lands and forested wetlands, and is improved with a single-family dwelling, accessory residential buildings, and agricultural buildings. Additionally, the County Commissioners agreed that the petitioned area has historically been cultivated fields, and that the existing use of the property for a single-family dwelling is consistent with the A-1 Agricultural District. Based upon its review, the County Commissioners find that the proposed rezoning of the petitioned area from RP Resource Protection District to A-1 Agricultural District, excluding the area designated as the former C-1 Conservation District adjacent to the Pocomoke River on the survey accompanying the application, is compatible with existing and proposed development and existing environmental conditions in the area.

The County Commissioners' findings regarding compatibility with the County's Comprehensive Plan: Based upon the Planning Commission's findings and the testimony of the applicant's representatives, the County Commissioners find that according to the Comprehensive Plan and associated land use plan map, the petitioned area lies within the Agricultural and Green Infrastructure Land Use categories within the Comprehensive Plan. Therefore, rezoning the petitioned area would further its compatibility with the Comprehensive Plan. They agreed that the portion of the petitioned area containing wetlands and located adjacent to the Pocomoke River is more consistent with the Green Infrastructure category and should remain in the RP Resource Protection District. Based upon its review, the County Commissioners find that the proposed rezoning of the petitioned area from RP Resource Protection District to A-1 Agricultural District, excluding the area designated as the former C-1 Conservation District adjacent to the Pocomoke River on the survey accompanying the application, is compatible with the Comprehensive Plan and in keeping with its goals and objectives.

The County Commissioners' findings regarding the recommendation of the Planning Commission: The County Commissioners find that the Planning Commission gave a favorable recommendation to the rezoning of the petitioned area from RP Resource Protection District to A-1 Agricultural District, with the exception of the area designated as the former C-1 Conservation District adjacent to the Pocomoke River. The County Commissioners also find that the Planning Commission concurred that the findings of fact provided for Rezoning Case No. 425 on the adjoining parcel are applicable to the current request. Having made the above findings of fact, the County Commissioners concur with the recommendation of the Planning Commission and adopt its findings.

Decision of the County Commissioners: As a result of the testimony and evidence presented before the County Commissioners and the findings as set forth above, the County Commissioners find that there is a mistake in the existing zoning of the petitioned area. As detailed in the Planning Commission's findings and the testimony of the applicant's representatives, the County Commissioners find that the petitioned area and surrounding vicinity is agricultural in nature, with limited residential use. Given the nature of the petitioned area and its environs, the County Commissioners conclude that the requested A-1 Agricultural District is the most compatible zoning classification for the petitioned area and with the Comprehensive Plan. Based upon their review, the County Commissioners conclude that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan and hereby approve Rezoning Case No. 429 and thus rezone the petitioned area, excluding the area of the former C-1 Conservation District adjacent to the Pocomoke River, shown on Tax Map 70 as Parcel 18, Parcel A, from RP Resource Protection District to A-1 Agricultural District.

Adopted as of June 1, 2021. Reduced to writing and signed _____, 2021.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY

ZONING RECLASSIFICATION RESOLUTION NO. 21-3

A RESOLUTION OF THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, PURSUANT TO § ZS 1-113 OF THE ZONING AND SUBDIVISION CONTROL ARTICLE OF THE CODE OF PUBLIC LOCAL LAWS OF WORCESTER COUNTY, MARYLAND, CHANGING THE ZONING CLASSIFICATION OF A CERTAIN PARCEL OF LAND SHOWN ON TAX MAP 69 AS PARCELS 25 AND 27 FROM RP RESOURCE PROTECTION DISTRICT TO A-1 AGRICULTURAL DISTRICT.

WHEREAS, pursuant to § ZS 1-113 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, Cellar House Farms, Limited Partnership, applicant, and Hugh Cropper, IV, applicant's attorney, filed a petition for the rezoning of approximately 387.5 acres of land shown on Tax Map 69 as Parcels 25 and 27, located on the southerly side of Cellar House Road, northeast of Whitesburg Road, northeast of Pocomoke City, requesting a change in zoning classification thereof from RP Resource Protection District to A-1 Agricultural District; and

WHEREAS, the Worcester County Planning Commission gave the petition a favorable recommendation during its review on April 1, 2021; and

WHEREAS, subsequent to a public hearing held on June 1, 2021, following due notice and all procedures as required by Sections ZS 1-113 and 1-114 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners found that there is a mistake in the existing zoning of the petitioned area and the findings of fact relative to the criteria as required by law are incorporated by reference;

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County that the land petitioned by Cellar House Farms, Limited Partnership, applicant, and Hugh Cropper, IV, applicant's attorney, and shown on Tax Map 69 as Parcels 25 and 27 is hereby reclassified from RP Resource Protection District to A-1 Agricultural District, with the exception of the lands designated in the Green Infrastructure Land Use Category of the Worcester County Comprehensive Plan.

BE IT FURTHER RESOLVED that the effective date of this Resolution shall be nunc pro tunc, June 1, 2021.

EXECUTED this _____ day of _____, 2021.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY

IN THE MATTER OF	*	
	*	
THE REZONING APPLICATION OF	*	
	*	**REZONING CASE NO. 430**
CELLAR HOUSE FARMS, LP	*	
	*	

****

FINDINGS OF FACT

Subsequent to a public hearing held on June 1, 2021 and after a review of the entire record, all pertinent plans and all testimony, the Worcester County Commissioners hereby adopt the findings of the Worcester County Planning Commission and also make the following additional findings of fact as the County Commissioners' complete findings of fact pursuant to the provisions of Section ZS 1-113 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland.

Regarding the specifics of Rezoning Case No. 430: This case seeks to rezone approximately 387.5 acres of land ("petitioned area") located on the southerly side of Cellar House Road, northeast of Whitesburg Road, northeast of Pocomoke City. The request is to reclassify the petitioned area from RP Resource Protection District to A-1 Agricultural District. The petitioned area is shown as Parcels 25 and 27 on Tax Map 69. The petitioned area is developed with an existing single-family dwelling with customary residential accessory structures.

Applicant's testimony before the County Commissioners: Mr. Hugh Cropper, IV, attorney for the applicant, began his presentation by stating that Cellar House Farm has a rich history as a family and working farm. The petitioned area boasts the oldest house on the Pocomoke River, and was known for barrel making, as well as raising hogs and turkeys. Submitted as Applicant's Exhibit No. 1 was an entire book, titled "The Eastern Shore Chesapeake Gardens and Houses", with photography by Taylor Lewis and text by Catherine Fallin, copywright 1993. Cellar House is specifically highlighted on pages 179 through 191 of the book. Furthermore, Mr. Cropper requested the adoption of the Planning Commission's Findings of Fact and the testimony provided in Rezoning Cases 429 and 425. With respect to the surrounding zoning designations, the property is adjacent to Milburn Landing, which is zoned RP Resource Protection District. However, he pointed out that the adjacent farms to the west were zoned A-1 Agricultural District. This was the basis for the mistake in zoning classification of the petitioned area.

Rob Graham, second principal of the Limited Partnership and son of Jack Graham, principal, testified in regards to this historical use of the property. Submitted as Applicant's Exhibit No. 2 was an aerial photograph from the 1950's. There are two buildings circled in the photo that represent former tenant houses that were relocated out to the main road on separate lots. He pointed out other buildings such as the turkey house that are no longer on the property. Mr. Graham concurred with Mr. Cropper's testimony relative to the historical uses of the property that have been occurring since the mid-1700's. Submitted as Applicant's Exhibit No. 3 was a photograph of the historical dwelling from the 1940's. He stated that the house was essentially the same as it is today. Submitted as Applicant's Exhibit No. 4 was an aerial photograph from 2019 that shows the existing dwelling and pond. Given the zoning history, it was Mr. Graham's opinion that the zoning of the property to RP Resource Protection District in 2009 was a mistake. He agreed that it was due to the proximity and zoning designation given to the sate lands. He agreed that the purpose and intent of the A-1 Agricultural District regulations fits his farm, as 90% of the farm is in crop production or part of the tree farm. Mr. Graham agreed to proffer the retention of the wetlands areas within the Green Infrastructure Land Use Category on the Land Use Map as RP Resource Protection District, though he thought it was overkill.

Chris McCabe, environmental consultant, testified that the RP Resource Protection District zoning was a mistake. He said that the A-1 Agricultural District would be more consistent with the Comprehensive Plan, as it has been a working farm for over three hundred years. Mr. McCabe described the predominant land use as Agricultural per the Land Use Map of the Comprehensive Plan, and agrees that the surrounding lands are also predominantly in agricultural production. He stated that the A-1 District designation would be more desirable, and there are additional laws in place that will protect the sensitive environmental areas.

Frank G. Lynch, Jr., professional land surveyor, testified that minor subdivisions were only allowed by special exception in the RP District, rather than by right in the A-1 District. In addition, the Critical Area regulations are more permissive than the RP District regulations because they allow a subdivision at a density of one lot per twenty acres. In summary, Mr. Lynch concurred that there had been a mistake made in the zoning of the petitioned area in 2009.

John "Jack" Graham, principal of Cellar House Farms, LP, testified that he has owned the petitioned area for fifty-five years. He is very involved in preservation, especially historical preservation, and wants to see Cellar House protected. He also agreed that the A-1 District was more desirable in terms of the Comprehensive Plan.

The County Commissioners' findings regarding the definition of the neighborhood: The County Commissioners find that because Mr. Cropper was basing his argument for rezoning solely upon a claim of mistake in existing zoning, a definition of the neighborhood was not applicable.

The County Commissioners' findings regarding population change in the area: As did the Planning Commission, the County Commissioners conclude that there has been no change to the population of the neighborhood since the comprehensive rezoning of 2009.

The County Commissioners' findings regarding availability of public facilities: As indicated in the Planning Commission's findings of fact, the County Commissioners find that as it pertains to wastewater disposal and the provision of potable water, the petitioned area is not within an area which receives public sewer or water service at the present time. A single-family dwelling in this location would require a private septic system regardless of zoning. Mr. Mitchell's memo stated that the subject property is in the S-6 category (no planned service) of the Master Water and Sewerage Plan. Additionally, the County Commissioners found that the Critical Area designation of Resource Conservation Area (RCA) limits development to one dwelling per 20 acres. Fire and ambulance service will be available from the Pocomoke City Volunteer Fire Company, located approximately twenty minutes away. No comments were received from the fire company with regard to this review. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately thirty-five minutes away, and the Worcester County Sheriff's Office in Snow Hill, approximately fifteen minutes away. No comments were received from the Maryland State Police Barracks or from the Sheriff's Office. The petitioned area is served by the following schools: Pocomoke Elementary School, Pocomoke Middle School, and Pocomoke High School. No comments were received from the Worcester County Board of Education. In consideration of their review, the County Commissioners find that there will be no negative impacts to public facilities and services resulting from the proposed rezoning of the petitioned area from RP Resource Protection District to A-1 Agricultural District, and the site will be subject to the limitations of private water and wastewater as well as the Critical Area regulations.

The County Commissioners' findings regarding present and future transportation patterns: Based upon the Planning Commission's findings of fact and recommendation, the County Commissioners find that the petitioned area fronts on Cellar House Road, a County-owned and -maintained roadway which is less than half a mile in total length, and terminates at each end on Nassawango Road. The Comprehensive Plan classifies Nassawango Road as a two-lane secondary highway/minor collector highway. It should be noted that other portions of this roadway are named Dividing Creek Road and/or MD Route 364 and are State-owned and -maintained. This minor collector begins at US Route

13 in Pocomoke City and links to MD Routes 12 and 354 to the north of Snow Hill. James W. Meredith, District Engineer for the Maryland Department of Transportation State Highway Administration (MDOT SHA) District 1 office commented by letter that if development of the property is proposed in the future, the MDOT SHA may require a traffic impact study to determine potential impacts to the surrounding state roadway network and that future development may also require an access permit to be issued from his office. He also stated that with the exception of the aforementioned comments, MDOT SHA has no objection to a rezoning determination by Worcester County. Frank J. Adkins, Worcester County Roads Superintendent, responded by memo that he had no comment at this time. Based upon its review, the County Commissioners find that there will be no negative impact to the transportation patterns arising from the proposed rezoning of the petitioned area as no significant changes are anticipated.

The County Commissioners' findings regarding compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: Based upon the Planning Commission's findings and the testimony of the applicant's representative, the County Commissioners find that the petitioned area is currently tilled lands and forest, and is improved with a single-family dwelling with accessory structures. Additionally, the County Commissioners agreed that the petitioned area has historically been cultivated fields, and that the existing use of the property for a single-family dwelling is consistent with the A-1 Agricultural District. Based upon its review, the County Commissioners find that the proposed rezoning of the petitioned area from RP Resource Protection District to A-1 Agricultural District, excluding the area designated in the Green Infrastructure Land Use Category as illustrated on the Land Use Map of the Comprehensive Plan, is compatible with existing and proposed development and existing environmental conditions in the area.

The County Commissioners' findings regarding compatibility with the County's Comprehensive Plan: Based upon the Planning Commission's findings and the testimony of the applicant's representatives, the County Commissioners find that according to the Comprehensive Plan and associated land use plan map, the petitioned area lies within the Agricultural and Green Infrastructure Land Use categories within the Comprehensive Plan. Therefore, rezoning the petitioned area would further its compatibility with the Comprehensive Plan. They agreed that the portion of the petitioned area containing wetlands and located adjacent to the Pocomoke River is more consistent with the Green Infrastructure category and should remain in the RP Resource Protection District. Based upon its review, the County Commissioners find that the proposed rezoning of the petitioned area from RP Resource Protection District to A-1 Agricultural District,

excluding the area designated in the Green Infrastructure Land Use Category, is compatible with the Comprehensive Plan and in keeping with its goals and objectives.

The County Commissioners' findings regarding the recommendation of the Planning Commission: The County Commissioners find that the Planning Commission gave a favorable recommendation to the rezoning of the petitioned area from RP Resource Protection District to A-1 Agricultural District, with the exception of the lands designated within the Green Infrastructure Land Use Category. The County Commissioners also find that the Planning Commission concurred that the findings of fact provided for Rezoning Case No. 425 are also applicable to the current request. Having made the above findings of fact, the County Commissioners concur with the recommendation of the Planning Commission and adopt its findings.

Decision of the County Commissioners: As a result of the testimony and evidence presented before the County Commissioners and the findings as set forth above, the County Commissioners find that there is a mistake in the existing zoning of the petitioned area. As detailed in the Planning Commission's findings and the testimony of the applicant's representatives, the County Commissioners find that the petitioned area and surrounding vicinity is agricultural in nature, with limited residential use. Given the nature of the petitioned area and its environs, the County Commissioners conclude that the requested A-1 Agricultural District is the most compatible zoning classification for the petitioned area and with the Comprehensive Plan. Based upon their review, the County Commissioners conclude that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan and hereby approve Rezoning Case No. 430 and thus rezone the petitioned area, with the exception of the lands designated in the Green Infrastructure Land Use Category, shown on Tax Map 69 as Parcels 25 and 27, from RP Resource Protection District to A-1 Agricultural District.

Adopted as of June 1, 2021. Reduced to writing and signed _____, 2021.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY

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

RECEIVED
JUN 07 2021
Worcester County Admin

DALLAS BAKER JR., 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: Dallas Baker, P.E., Director *Dallas Baker Jr*
DATE: June 7, 2021
SUBJECT: Bid Recommendation: One (1) Current Model Track Loader for the Solid Waste Division

****

Public Works is requesting approval to award the track loader bid for Solid Waste to Carter Machinery in the amount of $571,693.20. The two bids that were received are attached for supporting documentation. Funds to purchase this equipment were approved in the FY 2020/2021 operating budget as a reoccurring lease, Account 680.7002.7200.010. This purchase is on a five (5) year buy back with a five (5) year 12,500 hours warranty.

Below is a list of bids received:

	Carter Machinery CAT 963WHA	Jesco, Inc. 755K
Acquisition Cost	$529,500.00	$403,815.00
Less Buy Back	$102,500.00	$ 63,207.00
Net Adjusted Price	$427,000.00	$340,608.00
60 months using lease Purchase option	$9,528.22	$ 6097.72
Interest Rate	2.99%	2.95%
Total Payments over 60 Months	$571,693.20	$365,863.20

Carter Machinery did not take any exceptions to the bid specifications.

Jesco's BID took multiple exceptions to the specifications including:

1) They did not meet the engine horsepower specification.
2) They did not meet the track specification.
3) They did not meet track gauge specification which is machine width. We specified the wider machine because we work on slopes and uneven ground which is important to operator safety and to prevent roll overs.
4) There was no literature for the waste handling package.
5) No two way radio hook up or blue tooth capability.
6) No literature or information on manufacturer's services.
7) Bid specifications called for a full machine warranty for five years and 12,500 hours. John Deere was only five years and 10,000 hours.
8) We asked for a two year through five year buy back price. John Deere only submitted a five year buy back price.
9) There was no information on warranty coverage or any machine literature submitted with bid package.

Therefore, after carefully reviewing the bids and specifications, it is requested that the Commissioners approve and award the bid to Carter Machinery with a total cost to Worcester County of $571,193.20. Copy of the bids and specifications, along with a copy of the manufacturer's brochure are attached for your review.

Should you have any questions, please do not hesitate to call me.

Attachments

cc: Mike Mitchell, Superintendent

Bid Form

I have reviewed the specifications and provisions for furnishing One (1) **Current Model Year Landfill Track Loader** and understand the said requirements. I hereby propose to furnish this loader as follows:

One (1) Current Model Year, Landfill Track Loader

Loader Make: CATERPILLAR

Model: 963 WHA

Delivered to:
Department of Public Works – Solid Waste Division
7091 Central Site Lane
Newark, MD 21841

Purchase with Guaranteed Buy Back at end of Five (5) Years; or 12,500 Hours, Five (5) Year Warranty and Five (5) Year Parts Availability Warranty

Acquisition Cost	$ 529,500.00
Less Guaranteed Buy Back at end of Five (5) Years	$ 102,500.00
Net Adjusted Price	$ 427,000.00
Monthly Payment for Sixty (60) mo. using Lease Purchase Option	* $ 8,721.19 WITH $52,160 OPTION
Interest Rate	2.99%

Described unit will be delivered within 90 – 120 calendar days from receipt of written order.

* DOLLAR BUYOUT LEASE $9,528.22 WITH $1.00 OPTION

Successful bidder must supply County with equal machine being turned in until new machine is delivered.

BID MUST BE SIGNED TO BE VALID.

Date: 3-19-2021

Signature: George E Hatchard

Typed Name: GEORGE E HATCHARD

Title: DIRECTOR OF SALES

Firm: CARTER MACHINERY CO, INC.

Address: 13074 S. DUPONT HWY
FELTON, DE 19943

Phone: JEFF CRONSHAW · 443-783-8248

The price or prices quoted shall include all transportation charges fully prepaid to (address at destination).

Purchaser desires delivery to be completed within 90 days from date of award. Bidder certifies delivery will be completed in 120 days from date of award.

Awards will be made on the best value offered. Clauses requiring specific guarantees to cover parts delivery, total repairs and resale value may be included. The quality of the articles to be supplied, their conformity with the specifications, their suitability to requirements, delivery terms and guarantee clauses shall be taken into consideration.

The purchaser reserves the right to reject any or all bids, waive any informality in bids and accept in whole or in such bid or bids as may be deemed in the best interest of the purchaser.

APPROVED EQUALS

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

Bid Specifications

One (1) current model Landfill Track Loader, for landfill application, equipped as follows:

1. GENERAL

The equipment called for in this specification shall be a track-type front end loader. It shall be the standard product of one manufacturer. The selling dealer shall provide the parts and service facilities to properly service the machine and all its components and assure its performance

2. WEIGHT

Standard machine operating weight, including multi-purpose bucket and ROPS cab, without extra attachments or optional counterweight shall not be less than 42,000 pounds.

3. BASIC DESIGN

Breakout force with the specified multi-purpose bucket shall be at least 40,000 pounds.

Ground clearance shall be at least 15".

Overall length with the multi-purpose bucket on the ground shall not exceed 280 inches.

Overall machine operating height over the ROPS structure shall not exceed 135 inches.

4. BUCKET

The multi-purpose shall be at least 2.6 yd. capacity with trash rack, and corner guards system plus extra bottom wear plates.

The loader shall be equipped with an automatic lift kick-out and automatic bucket positioner.

5. ENGINE

The engine shall be manufactured by the loader manufacturer.

The engine shall be of a four-cycle design.

Engine displacement shall be at least 400 cubic inches.

The engine, including coolant fans, and all necessary accessories, shall deliver at least 200 hp (148 kW) at the flywheel (SAE rated).
The engine shall have a maximum governed speed of no more than 2200 RPM.

A 24 volt direct electrical starting system shall be standard.

The fuel tank shall have a minimum capacity of at least 80 gallons.

6. POWER TRAIN

The loader shall be equipped with a hydrostatic drive system.

The drive system shall provide speeds of at least six (6) mph (10.1 km/h) both forward and reverse.

Joy Stick controls shall be standard.

The drive system shall provide independent power to each track for controlled power turns and controlled counter rotation (one track in forward, the other in reverse) infinitely variable speed within machine operating speed range.

Manufacturer's operation procedure shall include direction reversals under full load and full rpm.

Service braking shall be accomplished by dynamic retarding of hydrostatic drive.

Parking brakes shall be automatically applied when:
- Engine shuts down;
- Transmission control pressure is lost;
- Transmission control lever is in neutral position.

Loader parking brakes shall be of multiple disc design.

7. UNDERCARRIAGE

The loader shall have a minimum of six-roller track roller frames.

Sealed and Lubricated Track shall be of rotating bushing design.

The loader shall have a track gauge of no less than 90 inches (2286 mm).

Track shoes will be at least 21.6 inches (550 mm) wide – single grouser.

Length of track on the ground shall be at least 92 inches.

The machine (including multi-purpose bucket and ROPS cab) shall have a ground pressure of no more than 10.5 psi (.736 bar).

8. LOADER

The loader shall have a Waste Handing Package.

The loader shall have swing-out oil cooler.

The loader shall have a heavy duty bumper and radiator guard, with swing-out grill, swing-out bottom guards and hydraulic tank guard.

The loader shall have heavy duty fenders and engine enclosures.

The loader shall have raised air pre-screener.

The loader shall have 110 volt coolant heater.

The loader shall have cab tilt jack.

The loader shall have two (2) heavy duty (900 CCA) batteries.

9. IMPLEMENT HYDRAULICS

Pump output at rated engine speed shall be at least 50 gpm.

The loader implement controls shall be electric over hydraulic for easier operation.

10. OPERATORS COMPARTMENT

ROPS cab shall be standard equipment.

The loader shall have both left and right hand operator doors.

The cab shall have fresh air pressurization with replaceable filter.

The cab shall have front and rear windshield wipers and washers. All wipers, including side door wipers shall be intermittent.

The front windshield shall be equipped with a swing out screened guard.

The seat shall provide both fore and aft, and vertical adjustments.

The seat shall have a retractable seat belt – at least three inches wide.

The cab shall have a standard rear-view mirror and a rearview camera.

The loader shall have a standard back-up alarm.

A factory installed air-conditioner and heater shall be supplied.

A fuel indicator gauge and engine temperature gauges shall be supplied.

The cab shall have 2 way radio hook-ups and AM/FM radio with Bluetooth capability.

The loader shall have a Beacon Light.

11. SERVICE

Machine shall be designed to simplify and minimize requirement for routine maintenance. Bidders shall be required to prepare an estimate of hourly lubrication and maintenance and demonstrate relative ease of performing manufacturers' recommended routine maintenance requirements.

Heavy duty hinged engine side panels shall be supplied.

CSA to be included and done at manufactures recommended intervals.

All guarding is to be removed and cleaned so machine can be inspected thoroughly every 6 months.

The machine shall have a split master link.

The machine must be equipped with a dry chemical/nitrogen charged fire suppression system with both automatic and manual activation including the semi-annual maintenance

OSHA COMPLIANCE

The machine must meet all emission controls, sound and Federal OSHA standards.

PARTS DISC

A parts disc, including operator's manual and parts.

WARRANTY

The vendor shall supply the county with two (2) copies of the Manufacturer's warranty at the time of delivery. Warranty shall be full machine warranty for five (5) years, or 12,500 hours on total machine, including travel & mileage and a list shall be supplied by seller of components covered. If machine is inoperable for more than 2 days, successful bidder must supply the county with a machine of equal specifications until repairs are made to county machine.

Five (5) Year Warranty and Parts Availability Warranty

All requirements as stated for parts availability warranty are to remain in effect for Five (5) year period. Full machine warranty for a five (5) year period, or 12,500 hrs.

BUY-BACK AGREEMENT

Worcester County warrants that the equipment sold back to the contractor will be in operating condition at the time of repurchase. The term 'operating' means that the equipment will be performing its intended function in landfill operation. The warranty will terminate at the time of repurchase. The machine will have no more than 12,500 hours on it at time of repurchase.

ADJUSTED COST AND FIVE YEAR REPURCHASE PROGRAM

The county will determine an adjusted bid by considering depreciation when analyzing bids. Accordingly, an award of contract under these specifications may be made on basis of the lowest adjusted bid to be determined as follows:

Each bidder shall submit a price bid for equipment proposed pursuant to these specifications, together with the price at which he will agree to buy back said equipment at any time within a period of five (5) years from the date of delivery. Each bidder shall submit a repurchase price based on repurchase at the end of one (1), two (2), three (3), four (4) and five (5) years. Such repurchase shall be deducted from the price for the equipment and the result will be considered the adjusted bid.

The county reserves the right to sell the equipment back to the contractor at any time during the five (5) year period at the purchase price stated in the bid, or to make no resale whatsoever.

The county warrants the equipment sold back to the contractor will be in operating condition at the time of repurchase.

The contractor shall be excused from performance under the contract only if prevented directly or indirectly by fire, flood, strike, act of God, war, or act of Government.

Transportation Costs shall be responsibility of dealer, should equipment have to be sent back to dealer for repair.

Carter CAT

Quote 154429-01

March 19, 2021

WORCESTER COUNTY GOVERNMENT CENTER
ONE WEST MARKET STREET (ROOM 1103)
SNOW HILL, MD. 21863
DEPT OF PUBLIC WORKS – SOLID WASTE
DIVISION

We are pleased to quote the following for your purchase consideration.

CATERPILLAR INC. Model: 963 WHA Track Loaders

STANDARD EQUIPMENT

POWERTRAIN, Modular cooling system for engine air intake oil and water, Fan radiator electronically controlled hydraulically driven, temperature sensing on demand, Electro Hydrostatic Control (EHC) for transmission, Engine idle shutdown, Auto engine speed control, Electric fuel pump, Water separator, Starting aid glow plug, Caterpillar extended life coolant,

UNDERCARRIAGE, Caterpillar heavy duty undercarriage and tracks (38 sections), 2400mm (94.5") track gauge, Track guiding guards end section, Track adjuster hydraulic, Sprocket rims with replaceable bolt-on tough steel segments, Guards sprocket, 7 track rollers per side with two upper carrier rollers, Idlers conventional type, Oscillating track roller frames

ELECTRICAL, Alternator 24 volt heavy duty, Alarm backup, Horn electric, 2 heavy duty batteries, high output maintenance free, 1120 CCA, Switch main disconnect, Starter electric (heavy duty 24 volt), 4 halogen lights: 2 facing forward, roof mounted, 2 facing rearward integrated in the air conditioner unit

OPERATOR ENVIRONMENT, Pressurized, sound suppressed, ROPS/FOPS, Cab with tinted glass and right side sliding window, Air conditioning and heating, Heater / defroster with automatic temperature control and automatic blower control, Armrests adjustable, Electro Hydraulic seat mounted control levers with faster processing, Seat belt retractable with buckling indicator on dash, Mirror rearview inside adjustable, Radio ready. Includes radio ready for 24V radio, speakers, antenna, 12V power outlet and USB port 5V supply, Coat hook, Storage compartments under left armrest, Document holder on right console, Floor mat, rubber heavy duty, Windshield washers and wipers multiple speed front and rear, Durable metal roof, Parking brake switch and "brake-on" indicator light, Implement lock-out switch, Durable metal fender, Rearview HD camera (EU5/T4F only), 10" color touchscreen display with integrated rear camera display and machine slope indicator,

OTHER STANDARD EQUIPMENT, Sound suppression, Z-bar loader linkage, Load sensing implement pump with variable displacement, Implement cylinders with sensors, Operator programmable lift and tilt kickouts, Engine enclosure with lockable doors, Radiator core 6.5fpi, debris resistant, Hinged radiator guard and swing out fan, Guards, full bottom, Ecology drains on hydraulic oil tank, Product Link ready, Oil sampling valves, Hoses Caterpillar XT, HYDO Advanced 10, 4 x 2 Easy tie-down points on chassis, Implement oil return filter in hydraulic tank,

MACHINE SPECIFICATIONS

Description	Reference No
963 TRACK LOADER	561-4700
REGIONAL PACKAGE, AM-N	575-0671
WASTE PKG,HD,ENHANCED CLEANING	575-2941
ENGINE	566-7533
FAN, DEMAND, REVERSING	573-8266
PRECLEANER, TURBINE, W/SCREEN	566-0323
GUARD, IDLER	3W-8578
HYDRAULIC OIL, STANDARD	571-1185
LINES IMPLEMENT, STANDARD	574-4239
NO LIGHTS, ADDITIONAL	584-3836
CAB, DELUXE	574-5821
SEAT, DELUXE	578-7640
RADIO, AM/FM/AUX/USB/BLUETOOTH	590-3290
KIT, VISIBILITY, SINGLE CAMERA	574-7874
TRANSMISSION CONTROL, JOYSTICK	576-3199
HYDRAULIC 3V,MP JOYSTICK, PACK	572-6400
SERVICE PACKAGE, EXTENDED	454-9489
PRODUCT LINK, CELLULAR PLE643	575-0729
TANK, FUEL, STANDARD	386-2801
BUMPER, STANDARD	577-3459
LINKAGE, STANDARD	569-6228
BUCKET-MP, 3.5CYD LANDFILL, HD	519-1784
COMPLETE STORAGE PROTECTION	0G-9236
COLD WEATHER, 120V	589-6993
BEACON, LED FLASHING	593-4672
AIR PRECLEANER, CAB	577-4087
WINDSHIELD PROTECTION	507-9474
GUARD, LIFT CYLINDERS	261-4228
GUARD, TILT CYLINDER	276-0160
GUARD, BOTTOM, FINAL DRIVE	572-5847
GUARD FULL LENGTH, TRACK, HD	528-6546
STRIKER BARS, REAR	337-3082
COUNTERWEIGHT, LIGHT, 716 LB	473-1226
OIL CHANGE SYSTEM, HIGH SPEED	348-5135
TRACK, 22", ES SG, HD	513-0457
ANSUL VEHICLE FIRE SUPPRESSION SYSTEM	

SELL PRICE	$529,500.00
EXT WARRANTY	Included
CSA	Included
5 YEAR / 12,500 HOUR BUYBACK	(102,500.00)
TOTAL WITH 5 YEAR BUYBACK INCLUDED	**$427,000.00**

WARRANTY

Extended Warranty:	Premier Warranty 5 Years / 12,500 Hours Travel Time & Mileage Included
CSA	5 Year / 12,500 Hours PM Services with Travel Time & Mileage Included, Removal all guarding for cleaning and inspection every 6 months. 5 Year semi-annual maintenance for Fire Suppression system with travel time & mileage included.

Optional Buybacks:

2 Year/5000 Hour	$168,000.00
3 Year/7500 Hour	$145,200.00
4 Year/10,000 Hour	$123,900.00

We believe the equipment as quoted will exceed your expectations. On behalf of Carter Machinery, thank you for your interest in our product for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jeff Cronshaw
Machine Sales Representative
Carter Machinery Company, Inc.
443-783-8248
jeff_cronshaw@cartermachinery.com

Equipment Protection Plans (EPP)

3 EASY STEPS TO PROTECT YOUR NEW CAT® EQUIPMENT

You count on your Cat® machines to get the job done, day in and day out. Choose a protection plan that's just as dependable and long-lasting. EPP offers the only coverage designed specifically for new Cat equipment - giving you the highest level of repair cost protection available. Comprehensive EPP options protect your investment and your peace of mind.

1 SELECT YOUR PROTECTION OPTION

Choose from our **Powertrain, Powertrain + Hydraulics, Powertrain + Hydraulics + Technology** and **Premier** plans to get the exact age and hours for the protection you need.

PREMIER (includes all Powertrain, Powertrain + Hydraulics, and Powertrain + Hydraulics + Technology components listed below)

ENGINE RELATED
- Governor/Speed Limiter
- Fuel Injection Lines

STEERING & SUSPENSION
- Power Steering Logic Module
- Steering Linkage
- Suspension Control & Control Valve
- Suspension Cylinder

ELECTRONICS
- Cat Grade Control
- Product Link™
- Traction Control System
- Protection Devices & Alarms
- Speed Sensors

BRAKING
- Cylinder Head Assembly
- Control Valves
- Accumulator
- Parking Brake

CAB
- Steering Column
- Gauges/Indicators/Instruments
- Circuit Board
- Wiring Harness/Switches
- Relays/Circuit Breakers
- Fuse/Circuit Breaker Panel

POWERTRAIN + HYDRAULICS + TECHNOLOGY (includes all Powertrain and Powertrain + Hydraulics components listed below)

CAT CONNECT TECHNOLOGY COMPONENTS – COMPACT, GRADE, PAYLOAD, LINK
Components covered under standard warranty that are factory or dealer installed prior to delivery

- Integrated Machine Displays
- Monitors
- Sensors
- Cables/Harness Wiring
- Engine Control Module (ECM)
- GNSS Antennas
- GNSS Receivers
- Inertial Measurement Unit
- Laser Catcher/Receiver
- Satellite Receiver
- Position Sensing Cylinders
- Integrated Joystick Buttons/Controls
- Software
- Status Lights
- Load Lights
- VIMS (Vital Information Management System)
- Asset Control System
- Product Link System Cellular and Satellite Global Positioning System

POWERTRAIN + HYDRAULICS (includes all Powertrain components listed below)

STEERING & IMPLEMENT CONTROLS
- Hydraulic Pumps
- Hydraulic Motors
- Hydraulic Cylinders
- Hydraulic Valves
- Hydraulic Accumulators
- Hydraulic Lines
- Hydraulic Hoses
- Electronic Controls -Implement & Steering
- Joystick
- Pilot Control Valve
- Hydraulic Tank
- Hydraulic Oil Filter Base
- Hydraulic Swivel
- Hydraulic Oil Temp Sensor
- Hydraulic Oil Cooler
- Transmission Oil Lines
- Drive Train Oil Lines
- Steering Gear & Valve

POWERTRAIN

ENGINE
- Fan & Fan Drive
- Hydraulic Fan Motor
- Jacket Water Pump, Drive Group
- Thermostat/Regulator
- Timing/Accessory Gears
- Timing Chain/Belt
- Engine Oil Cooler
- Engine Oil Pump
- Engine Oil Pan Group
- Engine Oil Filter Housing/Base
- Cylinder Block
- Cylinder Head Casting
- Crankshaft Main & Rod Bearings
- Piston & Connecting Rod
- Pistons & Piston Rings
- Camshaft & Camshaft Bearing
- Inlet/Exhaust Valve
- Push Rod & Balancer
- Rocker Arm & Rocker Shaft Assembly
- Valve Cover & Base
- Valve Spring
- Valve Guide
- Flywheel
- Air Line/Pipe
- Aftercooler Group
- Turbocharger
- Manifolds, Inlet & Exhaust
- Fuel Pump
- Governor
- Fuel Injection Pump
- Fuel Transfer Pump
- Solenoids/Sensors
- Electronic Control Module (ECM)

TRANSMISSION, TORQUE CONVERTER & TRANSFER CASE
- Transmission Case
- Transmission Gears
- Transmission Shaft
- Transmission Hydraulic Control
- Transmission Electronic Control
- Transmissions Oil Pump
- Transmissions Oil Filter Base
- Torque Converter
- Transfer Gear Group

DRIVE TRAIN
- Differential Case
- Differential Steering Components
- Axle Housing Assembly
- Axle Shaft
- Drive Axle
- Final Drive Case/Bore
- Final Drive Gears
- Universal Joint

2 KNOW YOUR RESPONSIBILITIES

To qualify for coverage under an EPP, you need to:

- Operate your equipment according to the Cat Operation & Maintenance Manual (OMM) (e.g., no improper fuel use)
- Ensure recommended preventive maintenance is performed at intervals specified in the OMM
- Provide proof of preventive maintenance compliance (receipts, copies of work orders, invoices) on request
- Promptly provide your equipment for repair in the event of a covered failure

You can count on us to perform necessary inspections to confirm eligibility, install parts approved by Caterpillar on covered repairs and validate your enrollment in the program.

3 PURCHASE AND REGISTER YOUR EPP

Work with your local Cat dealer to complete the process—and get the protection and peace of mind you deserve.

EXCLUSIONS*

If a component isn't listed, it may not be included in your plan. Other exclusions include:

- Failures caused by normal wear-out or improper or abusive use of the machine
- Lubricating oil, antifreeze, filters, consumables and other maintenance items replaced during the covered component repair, unless such items are rendered unusable by a covered component failure
- Freight charges for parts shipments
- Travel time and mileage involved in getting to a jobsite
- Hauling, retrieval, equipment rental or overtime labor costs
- Repair costs resulting from the failure of any non-covered components
- Downtime loss
- Any incidental or consequential damages or costs incurred as a result of a covered component failure
- Modifications unless approved by Caterpillar

* *These are examples of covered and excluded components or items. The actual dealer contract will govern. See your Cat dealer for a complete list of covered components and more information.*

Please contact your Cat dealer for more details.

This marketing tool does not represent a contract or obligation of any kind between Cat Financial Insurance Services, its parent or affiliates, and the equipment owner. For details on any dealer agreement, including a complete description of the terms, conditions, and/or exclusions, contact your local Cat dealer. All graphics and lists in this marketing tool are provided solely for general information purposes and are not intended to be a solicitation or an offer to sell any product or service. *CAT DEALERS ONLY: For terms, conditions, and/or exclusions of Equipment Protection, see the appropriate Cat Financial Insurance Services Equipment Protection Plan Service Guide found at https://warranty.cat.com/en/global-guide/caterpillar-financialinsuranceservices.html. These guides are the only safe source for Equipment Protection programs.

To the extent that the above publication(s), bulletin(s), and/or any designated contract(s) are ambiguous or inconsistent with the policy language, the policy language shall determine the coverage under this policy.

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CAT® Financial

963
TRACK LOADER

Nominal Net Power	2,000 rpm
ISO 9249/SAE J1349	151 kW (202 hp)
ISO 9249/SAE J1349 (DIN)	204 hp
Operating Weight	20 358 kg (44,881 lb)

Cat® C7.1 Engine meets U.S. EPA Tier 4 Final/EU Stage V/Japan 2014/Korea Tier 4 Final emission standards.

CAT®

THE NEW CAT® 963

ULTIMATE VERSATILITY

Save money and transport time with one rugged machine that does it all – land clearing, digging, grading, truck loading, slope work and more. Crawler loaders give you lower ground pressure and better traction so you can start the job sooner, and work longer, in all kinds of underfoot conditions. Cat Track Loaders give you all this, plus outstanding performance and fuel efficiency.

THE MOST VERSATILE MACHINE ON THE JOBSITE

Your track loader can be the first machine on the job and the last to leave – no other single machine can do as many different tasks as a crawler loader. Traction and flotation mean you can work when and where others cannot, such as in wet, soft or rocky conditions. And when your job has special requirements, there is a purpose-built track loader that's up to the challenge:

+ LOW GROUND PRESSURE
+ WASTE HANDLER
+ SHIP HOLD
+ STEEL MILL

ONE MACHINE,
MANY JOBS

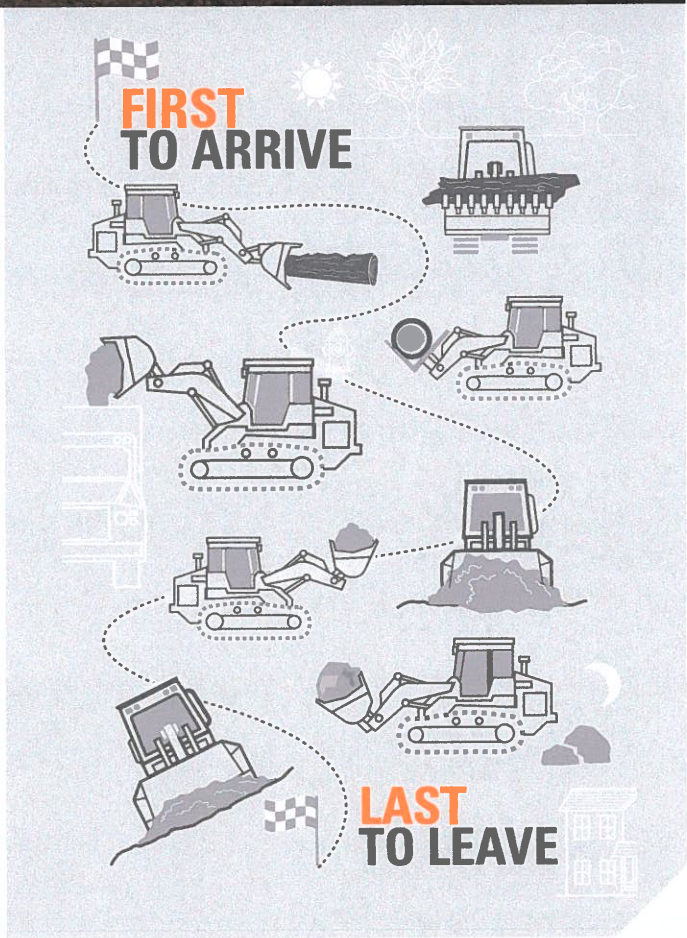
Transport, operate and maintain just one machine to dig, load, carry, fill and more. The Fusion™ quick coupler adds versatility with fast attachment changes.

UP TO 10%
FUEL SAVINGS

A more efficient engine, along with Automatic, Eco and Power modes, help you match performance to the job and optimize fuel efficiency. Remote services and machine features help you save time and money on your service and maintenance.

MORE
PRODUCTIVITY

Boost your productivity up to 20% with an optional Performance Series bucket. Get more power to the ground under load with up to 15% more peak torque.



FAST START

Remove trees, pick up debris, load it up to be carried away. Use the optional ripper to prepare hard ground. Excavate material, remove topsoil, stockpile. Track loaders give you the traction you need to work on uneven ground and poor underfoot conditions.

STEADY PACE

Dig foundations, load trucks, grade material and carry it away. Quickly move pipe and other materials around the jobsite. Backfill trenches and around foundations. Build and finish slopes up to 45°.

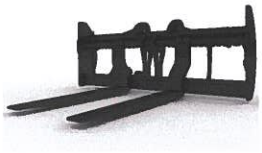
STRONG FINISH

When the job is done and all the other machines head home, your track loader can stick around to clean up rock, debris and dirt. You can even use it on finishing touches like building ponds and retaining walls or installing hardscape.

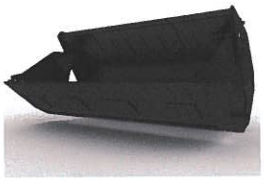
ADDED VERSATILITY

QUICK CHANGE ARTIST

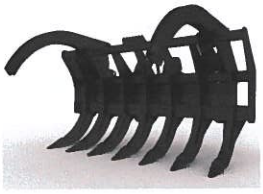
FUSION QUICK COUPLER



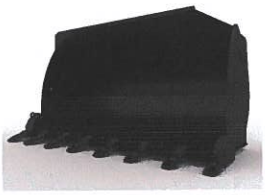
PALLET FORKS



MULTI-PURPOSE BUCKET



RAKE



GENERAL PURPOSE BUCKET

QUICK ATTACHMENT CHANGES

Fusion Quick Coupler option lets you make fast attachment changes with a wide range of tools like forks, buckets, etc. from wheel loaders and other Fusion-compatible machines. Ask your Cat dealer about the range of tools available for the work you do.

SMOOTH OPERATOR

Smoother response gives you more precise control of the machine and implements. This makes overall operation easier and lets you take on detailed tasks.

SAVE FUEL, SAVE MONEY

Auto mode matches performance to the job so you get the engine power you need but use less fuel when doing lighter work. Save up to 10% on fuel compared to the 963K and up to 25% compared to the 963D. Eco mode provides added fuel savings in lighter-duty applications. Power mode delivers full power at all times so you can feel ready to take on the toughest applications.

TOP PERFORMER

The efficient Cat C7.1 engine delivers power and fast response when the machine is under load. With 15% more peak torque than the previous model, you get more power to the ground when you need it most.

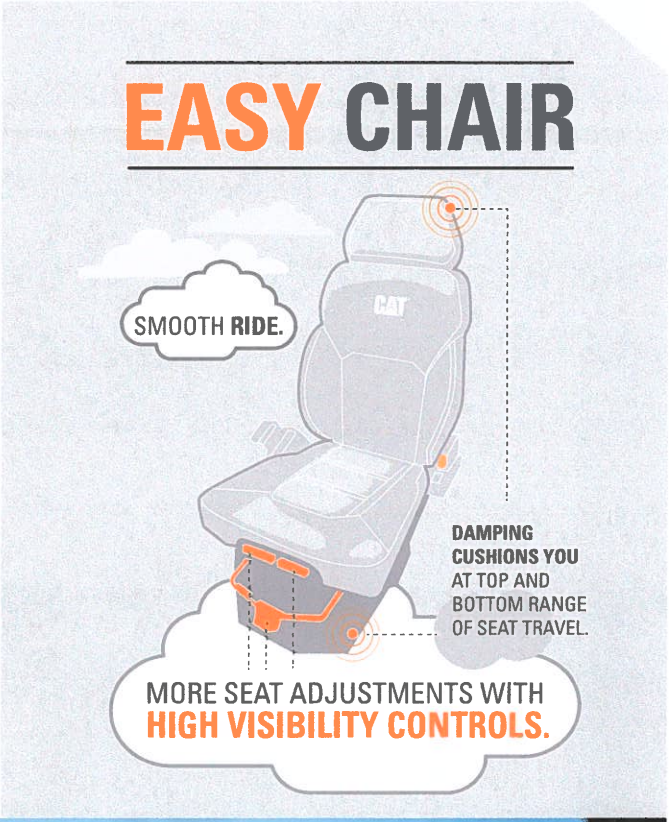
BOOST YOUR PRODUCTIVITY

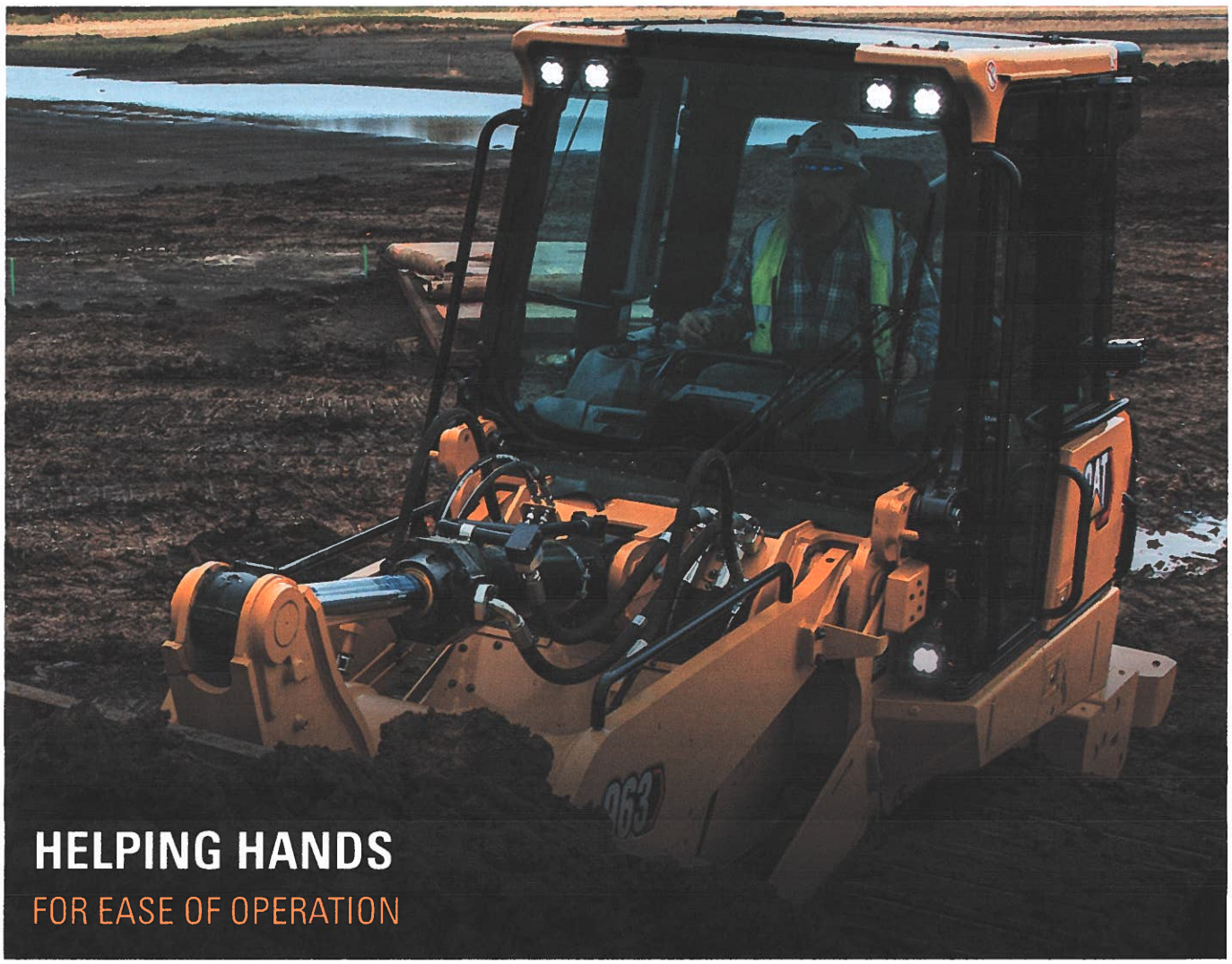
Get more work done in less time with the Performance Series bucket, designed to increase your productivity by up to 20% compared to a General Purpose bucket.

Updated cab offers added comforts and more storage. Reduced engine noise makes the environment quieter for the operator and others around the worksite.

Next-generation seat gives you a more comfortable ride and has dynamic end dampers to cushion you at the top and bottom range of seat travel. Enjoy more adjustment features, 4-point restraint compatibility and heated or heated/cooled options.

- Intuitive 10-inch (254 mm) touchscreen dash display.
- Standard high-definition rearview camera shows prominently in the main display.
- More heating/cooling airflow in the cab means greater comfort.
- Added lighting packages illuminate your work area.





HELPING HANDS

FOR EASE OF OPERATION

TAKE CONTROL

Select joystick or V-lever and pedal steering and either joystick or 2-lever implement controls. Smooth implement and steering response, plus improved steering performance, provide easy, precise operation. Set your implement response – fine, normal, coarse – to match preference or application.

SIMPLIFY SLOPE WORK

Slope Indicate shows machine mainfall and cross slope right on the display, without added hardware or software. Slope Indicate does not control the attachment, but it does provide a useful reference when doing jobs like cutting drainage, working on road embankments or grading on slopes.

EASIER TRUCK LOADING

Preset your repetitive lift, lower, rack, dump and float functions to make jobs like truck loading easier. Set each function separately with the simple push of a button in the cab.

LINE OF SIGHT

Cat buckets are designed with a ridge along the back that is parallel to the bucket floor and cutting edge. Use it as a simple tool to help calculate angles for jobs like drainage and grading.

LESS MAINTENANCE TIME

MORE TIME ON THE JOB

EASY ACCESS

The cab tilts 30° and locks in place with a bar, giving you convenient access for maintenance and repairs. Optional extended service package adds a manual hydraulic pump so you can easily tilt the cab in the field without a crane.

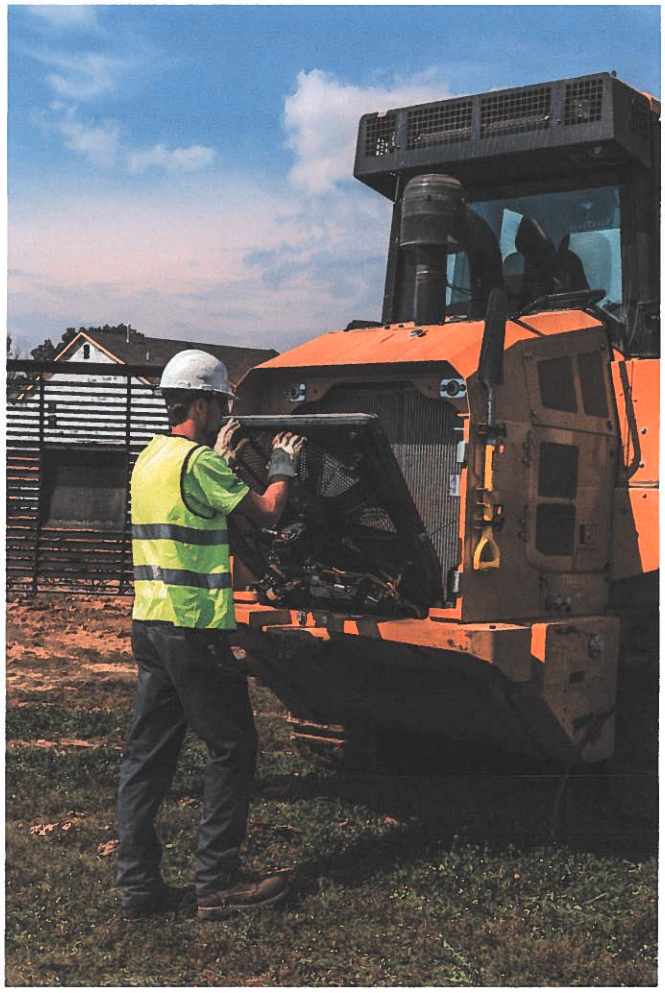
COOL AND CONVENIENT

Hydraulic demand fan reduces speed in cooler conditions to conserve power, save fuel and decrease sound levels. It's designed to reduce plugging, and fold-down access provides easy clean-out. Optional reversing fan is available for high debris conditions.

WHEN UPTIME COUNTS

Cat track loaders are designed to help you take care of routine maintenance and get back to work.

+ Grouped service points located behind large access doors; daily grease points in easy reach at ground level.
+ Easy ground-level access to battery disconnect, underhood light switch, access lighting and a new main switch.
+ New engine air filter is easier to service.
+ New air cleaner is easier to service and captures more debris for improved engine reliability.
+ Implement Return oil filter helps protect system from contamination.
+ Handy bracket holds a shovel for quick undercarriage clean-out.
+ Diesel Particulate Filter in the Clean Emissions Module designed to work for the life of the engine without needing to clean or replace the filter.



CAT LINK TECHNOLOGY

TAKES THE GUESSWORK OUT OF MANAGING YOUR EQUIPMENT

Cat Link telematics technology helps take the complexity out of managing your jobsites by gathering data generated by your equipment, materials and people serving it up to you in customizable formats.

CAT PRODUCT LINK™

Product Link collects data automatically and accurately from your assets – any type and any brand. Information such as location, hours, fuel usage, productivity, idle time, maintenance alerts, diagnostic codes and machine health can be viewed online through web and mobile applications.

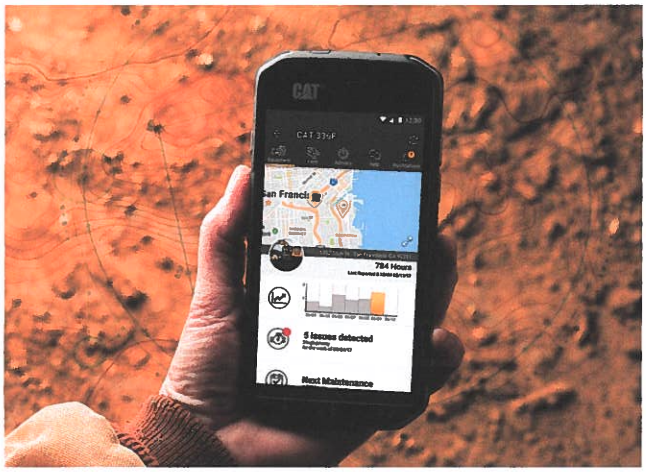
VISIONLINK®

Access information anytime, anywhere with VisionLink – and use it to make informed decisions that boost productivity, lower costs, simplify maintenance and improve safety and security on your jobsite. With different subscription level options, your Cat dealer can help you configure exactly what you need to connect your fleet and manage your business, without paying for extras you don't want. Subscriptions are available with cellular or satellite reporting or both.

REMOTE SERVICES

The Cat App helps you manage your assets – at any time – right from your smartphone. See fleet location and hours, get critical required maintenance alerts and even request service from your local Cat dealer.

+ **Remote Flash** – get software updates to one or more machines remotely. You just need a designated person close to the machine to initiate/confirm the update.
+ **Operator ID** lets you track machine operation by individual operator using the main display and Product Link.



WORK MORE SAFELY

LOOKING OUT FOR YOU

Cat track loaders are designed to help operators work more safely. Ergonomics, a quiet engine and low-effort controls help lessen fatigue so operators are better able to remain fresh and focused.

BETTER VIEW

Standard rear-vision camera, located right in the main dash display, makes it easier to see people or obstacles behind the machine.

BUCKLE UP

Seat belt indicator gives an alarm and registers fault code through Product Link if the operator fails to buckle up, enhancing jobsite safety.

BRIGHTER LIGHT

Illuminate your worksite with LED lighting and optional beacons. Added lights at the bottom of the cab shine on the track, and fender LED lights help light up the work area in low light conditions.

EASY TRANSPORT

Added machine tie downs at the front and rear of the machine give you a safe way to secure the machine during shipment. Please refer to the Operating and Maintenance Manual for details.

ON AND OFF WITH EASE

Cat track loaders are designed with operator safety in mind. Grab handles and steps are located at both the front and back of the machine so you can climb on and off more easily.

PURPOSE-BUILT TO TAKE ON THE TRASH

Take on a variety of tasks in a landfill or transfer station. Push, shred and compact waste. Create and maintain access, dig cells and work cover material.

HEAVY-DUTY WASTE HANDLER

Factory-equipped guarding and seals help protect the machine, undercarriage and cooling system from impact and airborne debris. Choice of buckets and track shoes allow you to further optimize the machine for greater performance and service life.

CLEANOUT AND COMPACTION

Wide gauge undercarriage and standard width track helps reduce debris buildup for easier cleaning. Added weight, plus narrower track shoe, increases ground pressure for greater compaction.

GO TO EXTREMES

For tougher tasks like demolition and transfer stations, choose an Extreme Service package with even more guarding and screens to help protect the windshield and operator from breakage and debris.

CAPABLE SPECIALISTS
EQUIPPED FOR YOUR JOB

Track loaders are second to none when it comes to versatility, agility and the ability to work in tight spaces. And when the job has specific demands, you can equip your loader from the factory to take on the challenge.

LOW GROUND PRESSURE

When you need even more flotation and traction, or are working in more sensitive ground conditions, choose a Low Ground Pressure (LGP) loader. The wider tracks provide added ground contact area, giving you lower ground pressure and better flotation. The wider tracks also add to machine stability for slope work.

SHIP SHAPE

Traction, high reach and machine balance make track loaders ideal for working in ship holds and port handling duties. Work with ease in tight spaces and on uneven ground. Specialized guarding and seals help protect the machine, while attachments like coal buckets and trim blades help you get the job done.

HOT SPOTS

Your track loader can be factory equipped with a heat-resistant cab, high-temperature guarding and other features to help protect the machine and operator in high-temperature steel mill work.

Important Notice: This package DOES NOT feature all the other modifications required to allow the machine to run on hot slag. Please consult with your Cat dealer for details.

TECHNICAL SPECIFICATIONS

See cat.com for complete specifications.

ENGINE		
Engine Model	Cat C7.1	
Emissions	U.S. EPA Tier 4 Final/EU Stage V Japan 2014/Korea Tier 4 Final	
Build Number	12A	
Nominal Net Power		
ISO 9249/SAEJ1349	151 kW	202 hp
ISO 9249/SAEJ1349 (DIN)		204 hp
Fuel Tank	320 L	84.5 gal
DEF Tank	16 L	4.2 gal

- All nonroad Tier 4 Interim and Final, Stage IIIB, IV and V, Japan 2014 (Tier 4 Final) and Korea Tier 4 Final diesel engines are required to use only Ultra Low Sulfur Diesel (ULSD) fuels containing 15 ppm EPA/10 ppm EU (mg/kg) sulfur or less. Biodiesel blends up to B20 (20% blend by volume) are acceptable when blended with 15 ppm (mg/kg) sulfur or less ULSD. B20 should meet ASTM D7467 specification (biodiesel blend stock should meet Cat biodiesel spec, ASTM D6751 or EN 14214). Cat DEO-ULS™ or oils that meet the Cat ECF-3, API CJ-4 and ACEA E9 specification are required. Consult your OMM for further machine specific fuel recommendations.
- Diesel Exhaust Fluid (DEF) used in Cat selective catalytic reduction (SCR) systems must meet the requirements outlined in the International Organization for Standardization (ISO) standard 22241.
- The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.1 kg of refrigerant which has a CO_2 equivalent of 1.573 metric tonnes.

OPERATING WEIGHTS		
Standard	20 358 kg	44,881 lb
Low Ground Pressure (LGP)	22 762 kg	50,181 lb
Waste Handler	20 661 kg	45,549 lb

BUCKETS	Capacity		Width	
General Purpose	2.5 m³	3.2 yd³	2571 mm	101.2 in
Performance Series	2.8 m³	3.7 yd³	2671 mm	105.2 in
Multi-purpose	2.0 m³	2.6 yd³	2575 mm	101.3 in
Landfill	3.1 m³	4.1 yd³	2571 mm	101.2 in
Wide Flush	2.8 m³	3.8 yd³	2998 mm	118.1 in
General Purpose Fusion	2.5 m³	3.2 yd³	2571 mm	101.2 in
Wide Fusion	2.7 m³	3.5 yd³	2998 mm	118.1 in

UNDERCARRIAGE		
Track Shoe Width – Standard	550 mm	22.0 in
Track Shoe Width – Optional	450 mm	18.0 in
Track Shoe Width – LGP	800 mm	31.0 in
Track Rollers/Shoes – Each Side	7/38	
Track on Ground	2542 mm	100.0 in
Ground Contact Area – Standard Shoe	3.2 m²	4,900 in²
Ground Contact Area – Optional Shoe	2.6 m²	4,013 in²
Ground Contact Area – LGP	4.6 m²	7,136 in²
Ground Pressure – Standard Shoe	63.0 kPa	9.1 psi
Ground Pressure – Optional Shoe	77.0 kPa	11.2 psi
Ground Pressure – LGP	48.5 kPa	7.0 psi
Track Gauge	1850 mm	72.8 in

DIMENSIONS		
Overall Machine Width/Without Bucket		
Standard Tracks – 550 mm (21.6 in) Shoes	2400 mm	94.5 in
Narrow Tracks – 450 mm (17.7 in) Shoes	2300 mm	90.5 in
LGP Tracks – 800 mm (31.5 in) Shoes	2900 mm	114.2 in
Ground Clearance	471 mm	18.5 in
Machine Height to Top of Cab	3325 mm	130.9 in
Overall Machine Length*	7001 mm	275.6 in
Carry Position Approach Angle	15°	
Digging Depth*	138 mm	5.4 in
Maximum Rollback at Ground/Carry Position	43°/50°	
Bucket Height in Carry Position	457 mm	18.0 in
Reach at Full Lift Height and 45° Dump*	1373 mm	54.0 in
Clearance at Full Lift Height and 45° Dump*	2915 mm	114.8 in
Maximum Rollback/Dump, Fully Raised	52°/53°	
Grading Angle	63°	
Height to Bucket Hinge Pin	3940 mm	155.1 in
Overall Machine Height, Bucket Fully Raised	5402 mm	212.7 in
Height to Top of Stack	2940 mm	115.7 in
Ramp Angle	29°	

*With General Purpose bucket and extra duty teeth.

STANDARD & OPTIONAL EQUIPMENT

Standard and optional equipment may vary. Consult your Cat dealer for details.

POWER TRAIN	STANDARD	OPTIONAL
Cat C7.1 diesel engine	●	
Biodiesel compatible up to B20	●	
Load sensing implement pump	●	
Modular cooling system	●	

OPERATOR ENVIRONMENT	STANDARD	OPTIONAL
Pressurized, sound-suppressed, ROPS/FOPS cab with tinted glass and sliding window	●	
Special application cab with dual pane/ polycarbonate window		●
Full-color 10-in. (254 mm) liquid crystal touchscreen display	●	
Integrated rearview HD camera	●	
Joystick or V-lever-and-pedal steering controls		●
Joystick or 2-lever implement controls		●
Comfort seat	●	
Premium seat		●
Deluxe seat		●
Adjustable armrests	●	
Radio ready	●	
Radio AM/FM Bluetooth®		●
Radio AM/FM/DAB+ Bluetooth		●
Radio AM/FM/Sirius XM Bluetooth		●
Communication radio ready - FM		●
12V power outlet and 5V USB port	●	
Heat/air conditioning	●	
Storage areas throughout cab	●	
Grab handle on dash	●	
Lights – 4 halogen	●	
Lights – 8 LED		●
Lights – 2 LED front/bottom of cab, access light		●
LED flashing beacon		●

CAT TECHNOLOGY	STANDARD	OPTIONAL
Slope Indicate	●	
Product Link – cellular	●	
Product Link – dual cellular/satellite		●
Remote flash/troubleshoot	●	
Operator ID	●	
Machine security – passcode	●	
Machine security – Bluetooth		●

BUCKETS	STANDARD	OPTIONAL
Pin-on coupler	●	
Fusion quick coupler		●
General Purpose bucket		●
Multi-purpose bucket		●
Performance bucket		●
Landfill bucket		●

UNDERCARRIAGE	STANDARD	OPTIONAL
Caterpillar Heavy Duty undercarriage	●	
Cat Abrasion undercarriage		●
Oscillating track roller frames	●	
Single, Double or Triple Grouser track shoes		●
Waste or Wide Gauge undercarriage		●

SERVICE AND MAINTENANCE	STANDARD	OPTIONAL
Hinged radiator guard and swing out fan	●	
Ecology drains	●	
High speed oil change		●
4 x 2 Easy tie-down points on chassis	●	
Shovel holder	●	
Ground-level service center	●	
Hydraulic tilt cab		●
Fast fuel fill		●
Refueling pump		●
Hydraulic demand fan	●	
Hydraulic demand fan, reversing		●
Underhood work light		●

ATTACHMENTS	STANDARD	OPTIONAL
Ripper-ready rear hydraulics		●
Multi-shank ripper		●
Bumper		●
Counterweights		●
Ripper hitch		●
Striker bar box		●

Not all features are available in all regions. Please check with your local Cat dealer for specific offering availability in your area.
For additional information, refer to the Technical Specifications brochures for the 963 available at www.cat.com or your Cat dealer.

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com.

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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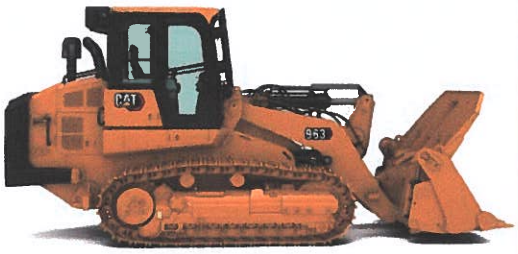
www.cat.com www.caterpillar.com

AEXQ2993-00
Build Number: 12A
(Aus-NZ, Eur, Japan,
Korea, N Am)



963

Track Loader
Waste Handler/Demolition

A Waste Handler can take on a variety of tasks in a landfill or transfer station. Use it for pushing, shredding and pre-compacting waste. For added versatility, track loaders are also ideal for creating and maintaining access, digging cells and digging/carrying/spreading cover material.

Top Performer

- 963 uses up to 10% less fuel per hour than the previous model.
- Smoother implement and steering response, and improved steering performance provide more controllability.
- Updated cab offers more comfort and an intuitive 10-inch (254 mm) touchscreen dash display.
- Standard High Definition rearview camera shows prominently in the main display.
- Excellent visibility to the bucket and all around the machine enhances safety and helps operators work more confidently.

Heavy Duty Waste Handler

- Specialized guarding, and seals help protect the machine and components from impact and airborne debris.
- Final Drive guarding helps prevent wrapping and damage.
- High debris cooling system with reversing demand fan – radiator fan folds out for easy cleanout access.
- Specialized air handling features help deliver cleaner air to the machine.
- Choice of buckets and track shoes allow you to further optimize the machine for greater performance and service life.

Heavy Duty Enhanced Cleaning Waste Handler

- Helps reduce your clean-out time while adding ground pressure for more compaction.
- Wide gauge undercarriage equipped with a standard track width allows more space for debris to pass between the track roller frame, tracks and chassis.
- With less debris build-up, you spend less time cleaning.
- Helps reduce damage caused by debris carried on the tracks.
- Heavier waste configuration combined with narrower track shoes increases ground pressure for greater compaction.

Extreme Service Waste Handler or Demolition

- A tough, compact solution, ideal for transfer stations or demolition job sites.
- Added guarding, beyond the Heavy Duty package, on lift and tilt cylinders.
- Screen helps protect windshield and operator from breakage and debris.
- Heavy duty bumper and hitch.
- Striker bars.
- Powered cab air precleaner.

963 Track Loader – Waste Handler/Demolition Specifications

Engine

Engine Model	Cat C7.1	
Emissions	U.S. EPA Tier 4 Final/ EU Stage V/Japan 2014/ Korea Tier 4 Final	
Build Number	12A	
Net Power – ISO 9249:2007/ SAE J1349:2011	151 kW	202 hp
Net Power – ISO 9249:2007/ SAE J1349:2011 (DIN)	204 mhp	
Gross Power SAE J1995:2014	170 kW	228 hp
Engine Power ISO 14396:2002	168 kW	225 hp
Engine Power ISO 14396:2002 (DIN)	227 mhp	
Bore	105 mm	4.1 in
Stroke	135 mm	5.3 in
Displacement	7.01 L	427.8 in^3

- Engine power at 1,800 rpm.
- Inline six-cylinder diesel engine with twin turbos, charged with ATAAC and engine mounted aftertreatment.
- No derating required up to 3000 m (9,842 ft) altitude.
- The net power advertised is the power available at the flywheel when the engine is equipped with fan running up to maximum speed, alternator, air cleaner and aftertreatment.
- All non-road Tier 4 Interim and Final, Stage IIIB, IV and V, Japan 2014 (Tier 4 Final) and Korea Tier 4 Final diesel engines are required to use only Ultra Low Sulfur Diesel (ULSD) fuels containing 15 ppm EPA/10 ppm EU (mg/kg) sulfur or less. Biodiesel blends up to B20 (20% blend by volume) are acceptable when blended with 15 ppm (mg/kg) sulfur or less ULSD. B20 should meet ASTM D7467 specification (biodiesel blend stock should meet Cat biodiesel spec, ASTM D6751 or EN 14214). Cat DEO-ULS™ or oils that meet the Cat ECF-3, API CJ-4, and ACEA E9 specification are required. Consult your OMM for further machine specific fuel recommendations.
- Diesel Exhaust Fluid (DEF) used in Cat Selective Catalytic Reduction (SCR) systems must meet the requirements outlined in the International Organization for Standardization (ISO) standard 22241.

Air Conditioning

The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.1 kg of refrigerant which has a CO_2 equivalent of 1.573 metric tons.

Drive System

Description	Electronically controlled Hydrostatic drive with two variable displacement bent axis motors and two variable displacement slipper-type axial piston pumps	
Travel Speed	Infinite variable speed from 0 to 10 km/h (0 to 6.2 mph)	
Relief Valve Setting	47 500 kPa	6,890 psi

Implement System

Description	Load sensing, variable displacement piston pump	
Maximum Continuous Flow	256 L/min at 1,800 rpm	56.3 gal/min at 1,800 rpm
Maximum Pressure	28 000 kPa	4,061 psi
Filter System	Implement return filter	

Service Refill Capacities

Fuel Tank	320 L	84.5 gal
DEF Tank	16 L	4.2 gal
Cooling System	32 L	8.5 gal
Crankcase (with filter)	16.5 L	4.4 gal
Final Drive (each)	15 L	4.0 gal
Hydraulic Tank	90 L	23.7 gal
Pivot Shaft	1.8 L	0.5 gal

963 Track Loader – Waste Handler/Demolition Specifications

Standards

ROPS/FOPS

- ROPS (Rollover Protective Structure) offered by Caterpillar for the machine meets ROPS criteria ISO 3471:2008.
- FOPS (Falling Object Protective Structure) meets ISO 3449:2005 Level II.

Brakes

- Brakes meet the standard ISO 10265:2008.

Sound and Vibration Information

- The declared dynamic operator sound pressure level is 74 dB(A) when "ISO 6396:2008" is used to measure the value for an enclosed cab. The measurements were conducted at 70% of the maximum engine cooling fan speed. The sound level may vary at different engine cooling fan speeds. The cab was properly installed and maintained. The measurements were conducted with the cab doors and the cab windows closed.

  NOTE: The dynamic operator sound pressure level uncertainty is ± 2 dB(A).
- Hearing protection may be needed when the machine is operated with an open operator station for extended periods, in a noisy environment or with a cab that is not properly maintained.
- The guaranteed exterior sound power level is 109 dB(A) when the value is measured according to the dynamic test procedures and the conditions that are specified in "ISO 6395:2008." The measurements were conducted at 70% of the maximum engine cooling fan speed. The sound level may vary at different engine cooling fan speeds.
- Sound level information for machines in European Union countries and in countries that adopt the "EU Directives": If equipped, the certification label is used to verify the environmental sound certification of the machine to the requirements of the European Union. The value that is listed on the label indicates the guaranteed exterior sound power level (L_{WA}) at the time of manufacture for the conditions that are specified in "2000/14/EC."

Heavy Duty Waste Handler

Operating Weight[1]	20 661 kg	45,549 lb
Shipping Weight	18 771 kg	41,383 lb
Track Shoe Width – Standard[2]	550 mm	22.0 in
Track Shoe Width – Narrow[2]	450 mm	18.0 in
Track Rollers – Each Side	7	
Number of Shoes – Each Side	38	
Track on Ground	2542 mm	100.0 in
Ground Pressure – Standard Shoes	63.9 kPa	9.3 psi
Ground Pressure – Narrow Shoes	78.1 kPa	11.3 psi

Heavy Duty Enhanced Cleaning Waste Handler

Operating Weight[1]	21 374 kg	47,122 lb
Shipping Weight	19 484 kg	42,955 lb
Track Shoe Width – Standard[2]	550 mm	22.0 in
Track Shoe Width – Narrow[2]	450 mm	22.0 in
Track Rollers – Each Side	7	
Number of Shoes – Each Side	38	
Track on Ground	2542 mm	100.0 in
Ground Pressure – Standard Shoes	66.1 kPa	9.6 psi
Ground Pressure – Narrow Shoes	80.8 kPa	11.7 psi

Extreme Service Waste Handler or Demolition

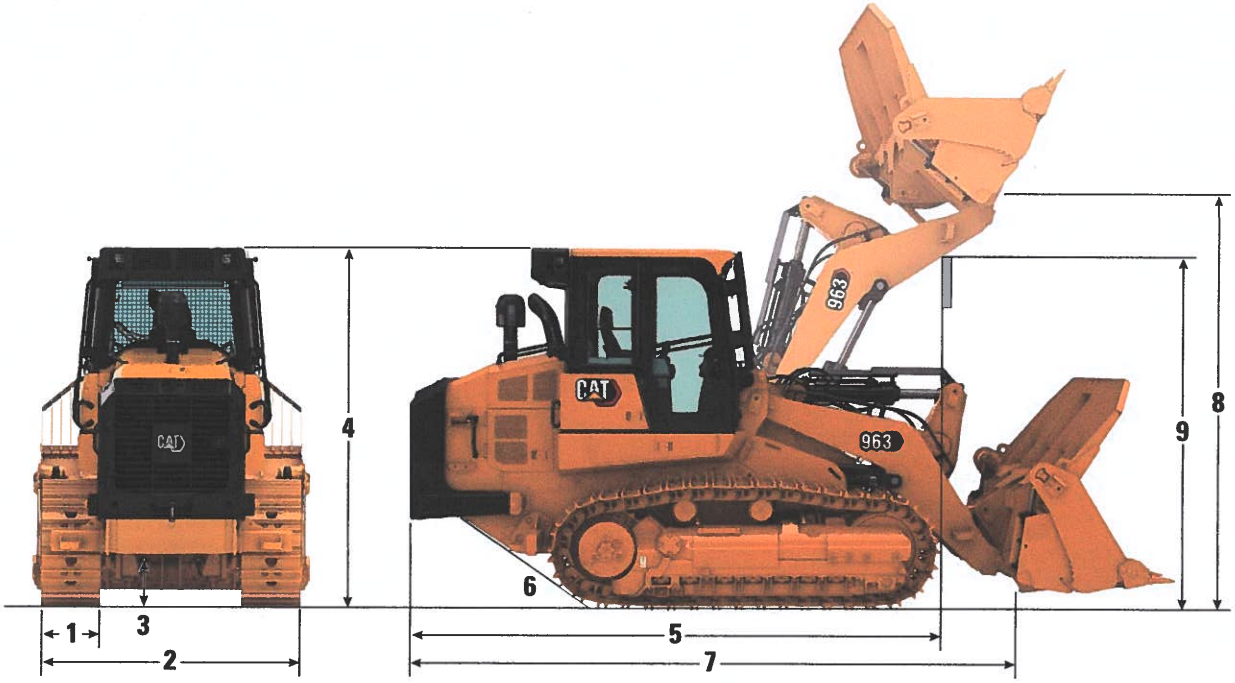
Operating Weight[1]	21 366 kg	47,104 lb
Shipping Weight	19 476 kg	42,937 lb
Track Shoe Width – Standard[2]	550 mm	22.0 in
Track Shoe Width – Narrow[2]	450 mm	22.0 in
Track Rollers – Each Side	7	
Number of Shoes – Each Side	38	
Track on Ground	2542 mm	100.0 in
Ground Pressure – Standard Shoes	66.1 kPa	9.6 psi
Ground Pressure – Narrow Shoes	80.8 kPa	11.7 psi

[1]Operating weight: machine with construction package, general purpose landfill bucket with teeth and segments, lubricants, 100% fuel tank and 75 kg (165 lb) operator

[2]Single or double grouser, with or without center holes

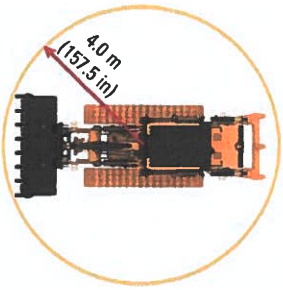
963 Track Loader – Waste Handler/Demolition Specifications

Dimensions



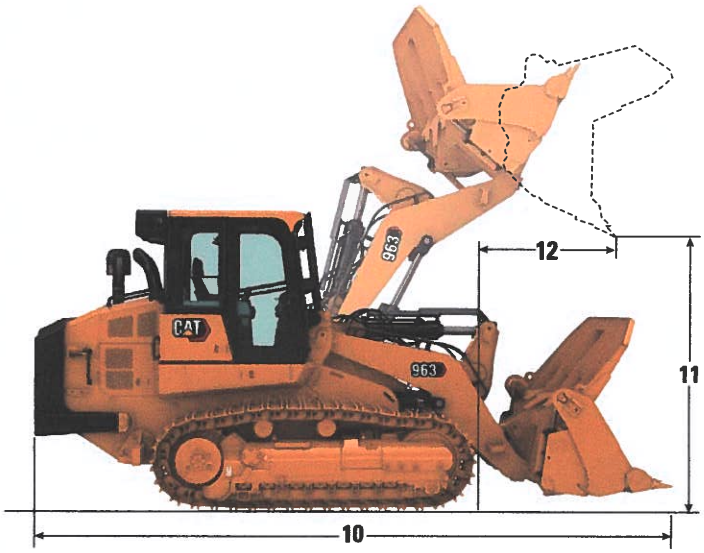
	Heavy Duty		Heavy Duty Enhanced Cleaning		Extreme Service/ Demolition	
1 Standard Track Shoe Width	550 mm	22.0 in	550 mm	22.0 in	550 mm	22.0 in
2 Overall Machine Width (without bucket)						
Minimum: Standard Gauge (450 mm/17.7 in shoes)	2300 mm	90.5 in	2550 mm	100.4 in	2300 mm	90.5 in
Maximum: Wide Gauge (550 mm/21.7 in shoes)	2400 mm	94.5 in	2650 mm	104.3 in	2400 mm	94.5 in
3 Ground Clearance	471 mm	18.5 in	471 mm	18.5 in	471 mm	18.5 in
4 Machine Height to Top of Cab	3325 mm	130.9 in	3325 mm	130.9 in	3325 mm	130.9 in
5 Machine Length to Front of Tracks	4943 mm	194.6 in	4943 mm	194.6 in	5009 mm	197.2 in
with Ripper, Add	586 mm	23.0 in	586 mm	23 in		
6 Ramp Angle	29°		29°		29°	
7 Overall Length (without bucket)	5841 mm	230 in	5841 mm	230 in	5907 mm	232.6 in
8 Hinge Pin Height at Maximum Lift	3940 mm	155.1 in	3940 mm	155.1 in	3940 mm	155.1 in
9 Lift Arm Clearance at Maximum Lift	3590 mm	141.3 in	3590 mm	141.3 in	3590 mm	141.3 in
Turning Radius	4.0 m	157.5 in	4.1 m	160.0 in	4.0 m	157.5 in

Bucket and attachment offerings may vary. Please consult your Cat dealer for availability.



963 Track Loader – Waste Handler/Demolition Specifications

Buckets



Pin-On Buckets	General Purpose Bucket*		Landfill Bucket**	Performance Bucket**	Flat Floor Bucket*		Multi-Purpose Bucket**	Multi-Purpose Bucket** Landfill
Cutting Edge Type	Long Teeth & Segments	Bolt-On Full Edge	Long Teeth & Segments	Long Teeth & Segments	Welded Flush Adapters, Long Teeth	Wide – Welded Flush Adapters, Long Teeth	Long Teeth & Segments	Long Teeth & Segments
Bucket Weight	1890 kg (4,167 lb)	1739 kg (3,834 lb)	2039 kg (4,491 lb)	1950 kg (4,299 lb)	1596 kg (3,519 lb)	1857 kg (4,094 lb)	2200 kg (4,850 lb)	2458 kg (5,419 lb)
Bucket Width	2571 mm (101.2 in)	2571 mm (101.2 in)	2571 mm (101.2 in)	2671 mm (105.2 in)	2583 mm (101.6 in)	2998 mm (118.1 in)	2575 mm (101,3 in)	2575 mm (101,3 in)
Rated Capacity at 100% Fill Factor[1]	2.5 m³ (3.2 yd³)	2.5 m³ (3.2 yd³)	3.1 m³ (4.1 yd³)	2.8 m³ (3.7 yd³)	2.3 m³ (3.0 yd³)	2.7 m³ (3.5 yd³)	2.0 m³ (2.6 yd³)	2.7 m³ (3.5 yd³)
Rated Capacity at 110% Fill Factor				3.1 m³ (4.0 yd³)				
Rated Operating Capacity[2]	4731 kg (10,431 lb)	4808 kg (10,599 lb)	4682 kg (10,322 lb)	5030 kg (11,090 lb)	4853 kg (10,698 lb)	4761 kg (10,496 lb)	4612 kg (10,168 lb)	4603 kg (10,147 lb)
Static Tipping Load	13 518 kg (29,802 lb)	13 736 kg (30,283 lb)	13 377 kg (29,491 lb)	14 372 kg (31,684 lb)	13 865 kg (30,567 lb)	13 603 kg (29,989 lb)	13 178 kg (29,053 lb)	13 150 kg (28,992 lb)
10 Overall Machine Length (bucket on the ground)	6831 mm (268.9 in)	6831 mm (268.9 in)	6831 mm (268.9 in)	6925 mm (272.7 in)	6839 mm (269.2 in)	6839 mm (269.2 in)	6897 mm (271.5 in)	6897 mm (271.5 in)
11 Dump Clearance at Maximum Lift and 45° Discharge	3079 mm (121.2 in)	3079 mm (121.2 in)	3076 mm (121.1 in)	2988 mm (117.7 in)	3145 mm (123.8 in)	3145 mm (123.8 in)	2926 mm (115.2 in)	2936 mm (115.2 in)
12 Reach at Maximum Lift and 45° Discharge	1231 mm (48.5 in)	1231 mm (48.5 in)	1227 mm (48.3 in)	1281 mm (50.5 in)	1182 mm (46.5 in)	1182 mm (46.5 in)	1077 mm (42.4 in)	1077 mm (42.4 in)
Breakout Force	181 064 N (40,705 lbf)	183 150 N (41,174 lbf)	179 166 N (40,278 lbf)	163 503 N (36,757 lbf)	198 144 N (30,566 lbf)	197 064 N (44,302 lbf)	175 418 N (39,436 lbf)	173 902 N (39,095 lbf)

Note: General construction buckets are compatible with the Waste Handler configuration. Additional buckets and work tool attachments are available. Please consult your Cat dealer for details.

*Machine equipped with no counterweight.

**Machine equipped with standard and additional counterweights.

[1]Volumetric bucket capacity as per ISO 7546:1983.

[2]Rated Operating Capacity should be considered with 35% Static Tipping Load as required by ISO 14397-1:2007.

963 Track Loader – Waste Handler/Demolition Specifications

Track

Track Shoe Width	Grousers	Features
Heavy Duty Sealed and Lubricated		
450 mm (18 in)	Double	
450 mm (18 in)	Double	Center Hole
460 mm (18 in)	Single	Center Hole
550 mm (22 in)	Double	
550 mm (22 in)	Double	Center Hole
560 mm (22 in)	Single	Extreme Service, Center Hole
800 mm (31 in)	Double	Wide Gauge

Grouser Selection

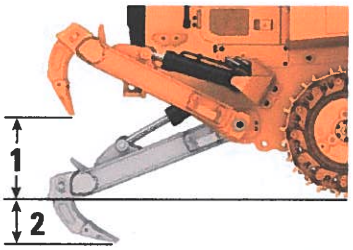
Single Grouser – maximizes shredding effect

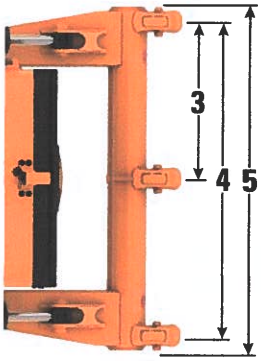
Double Grouser – best balance of traction and maneuverability

Center Holes – Helps reject material, helping to reduce build-up and added track tension.

Ripper

	Type	Radial	
	Weight	795 kg	1,753 lb
1	Maximum Clearance Raised (shank tip)	873 mm	34.4 in
2	Maximum Penetration	274 mm	10.8 in
3	Pocket Spacing	896 mm	35.3 in
4	Shank Gauge	1792 mm	70.6 in
5	Overall Ripping Width	1955 mm	77.0 in
	Beam Cross Section	203 mm × 165 mm	8.0 in × 6.5 in
	Maximum Penetration Force	176 kN	39,646 lbf
	Maximum Pry Out Force	85 kN	19,038 lbf

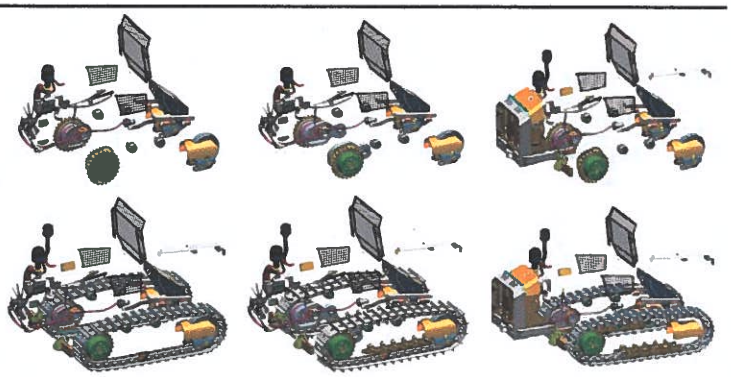




963 Track Loader – Waste Handler/Demolition Specifications

Waste Handler Features

✓ Included
★ Recommended
● Compatible



Feature	Heavy Duty	Heavy Duty Enhanced Cleaning	Extreme Service/ Demolition
Windshield Protection	✓	✓	✓
Idler Guard	✓	✓	✓
Lift Cylinder Guard	✓	✓	✓
Tilt Cylinder Guard	★	★	✓
Final Drive Duo Cone Seal Guard to protect against wire wrapping	✓	✓	✓
Final Drive Bottom Guard	★	★	
Final Drive Top and Bottom Guard	★	★	✓
Full Length Guard	●	★	★
Striker Bars	●	★	✓
Programmable Reversing Fan (Frequency and Duration) with fixed blade pitch and reversed rotation	✓	✓	✓
Dual-Stage Engine Air Pre-Cleaner with Turbine	✓	✓	✓
Cab Air Precleaner With Powered Turbine to eject debris	★	★	✓
450 mm (18 in) or 550 mm (22 in) Heavy Duty Tracks with Center Holes	★	★	★
Ripper	●	●	
Light Counterweight	●	●	
Additional Counterweight	●	●	
Latches on Rear Guard	✓	✓	✓
Heavy-duty Bumper			✓
Quick Coupler Lines	●	●	●
Additional Lights – two additional LED lights at bottom of cab, underhood light	●	●	●

963 Waste Handler/Demolition Standard and Optional Equipment

Standard and Optional Equipment

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional
POWER TRAIN		
Cat C7.1 diesel engine, turbocharged with Air-To-Air After Cooler (ATAAC)	✓	
Engine-mounted aftertreatment to meet U.S. EPA Tier 4 Final, EU Stage V, Japan 2014, Korea Tier 4 Final emission standards	✓	
Modular cooling system for engine air intake, oil and water	✓	
Hydraulic demand fan – electronically controlled, temperature sensing	✓	
Hydraulic fan, reversing	✓	
Electro Hydrostatic Control (EHC) for transmission	✓	
Engine idle shutdown	✓	
Auto engine speed control	✓	
Electric fuel pump	✓	
Water separator	✓	
Glow plug starting aid	✓	
Engine air cleaner		✓
Engine air precleaner		✓
UNDERCARRIAGE		
Heavy duty undercarriage and tracks (38 sections), 1850 mm (72.8 in) track gauge	✓	
Oscillating track roller frames	✓	
Track guiding guards, end section	✓	
Hydraulic track adjuster	✓	
Sprocket rims with replaceable bolt-on tough steel segments	✓	
Sprocket guards	✓	
Seven track rollers per side, with two upper carrier rollers, lifetime lubricated	✓	
Idlers, conventional type, lifetime lubricated	✓	

	Standard	Optional
ELECTRICAL		
Ground Level Service Center	✓	
24 volt heavy-duty alternator	✓	
Backup alarm	✓	
Two horns	✓	
Two heavy-duty batteries, high output, maintenance free, 1,120 CCA	✓	
Main disconnect switch	✓	
Electric starter (heavy-duty, 24 volt)	✓	
Extra lighting. Two additional LED lights at the bottom of cab facing forward plus one underhood light		✓
LED flashing beacon		✓
OPERATOR ENVIRONMENT		
Pressurized, sound suppressed, ROPS/FOPS Cab with tinted glass and right side sliding window	✓	
Cab package with one sliding side window and four halogen lights: two facing forward, roof mounted, two facing rearward, integrated in the air conditioner unit		✓
Deluxe cab package with two sliding side windows and eight LED lights: four roof-mounted facing forward, two facing rearward and two facing side integrated in the air conditioner unit		✓
Deluxe high back seat – heated, with adjustable shock control		✓
Premium Plus high back seat – heated and cooled, lockable side-side isolator		✓
Adjustable armrests	✓	
Electro Hydraulic, seat mounted control levers with faster processing	✓	
V-pattern and pedal steering controls		✓
Joystick steering controls		✓
Joystick implement control		✓
Two-lever implement control		✓
Seat belt, retractable, with buckling indicator on dash	✓	
Four-point restraint ready seat	✓	
Air conditioning and heating	✓	
Heater/defroster with automatic temperature control and automatic blower control	✓	
Cab air powered precleaner		✓
Rearview mirror, inside, adjustable	✓	

(continued on next page)

963 Waste Handler/Demolition Standard and Optional Equipment

Standard and Optional Equipment *(continued)*

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional
OPERATOR ENVIRONMENT *(continued)*		
Radio ready. Includes speakers, antenna and 12V power outlet and 5V USB port	✓	
Radio – FM Ready Kit		✓
Radio – Bluetooth & Aux & Mic		✓
Radio – Bluetooth & Aux & Mic – **Dab+**		✓
Radio – Bluetooth & Aux & Mic – **Sirius**		✓
Parking brake switch and "brake-on" indicator light	✓	
Implement lock-out switch	✓	
High Definition rearview camera	✓	
254 mm (10 in) color touchscreen display with integrated rear camera display and machine slope indicator	✓	
Three selectable working modes (Auto, Power, Eco)	✓	
Operator programmable lift and tilt kickouts	✓	
Machine Pitch and Roll indicate	✓	
Bucket shake	✓	
Remote services (Troubleshoot/Remote Flash)		✓
Heavy-duty rubber floor mat	✓	
Windshield washers and wipers, multiple speed, front and rear	✓	
Durable metal roof	✓	
Coat hook	✓	
Storage compartments under left armrest	✓	
Document holder on right console	✓	

	Standard	Optional
OTHER STANDARD EQUIPMENT		
Durable metal fender	✓	
Exterior sound suppression	✓	
Load sensing implement pump with variable displacement	✓	
Z-bar loader linkage	✓	
Implement cylinders with sensors	✓	
Engine enclosure with lockable doors	✓	
Debris resistant radiator core (six fins-per-inch)	✓	
Hinged radiator guard with latch and swing out fan	✓	
4 × 2 easy tie-down points on chassis	✓	
FEATURE PACKAGES		
Heavy Duty Waste Package		✓
Heavy Duty Extreme Service Waste Package		✓
Heavy Duty Enhance Cleaning Waste Package		✓
GUARDING		
Full bottom guards	✓	
Idler guard (none)		✓
Idler guard		✓
Idler guard – ship hold		✓
Front light guard		✓
Windshield guard		✓
Lift cylinder guard		✓
Tilt cylinder guard		✓
Final drive duo cone seal guard	✓	
Two-piece final drive guard		✓
Three-piece final drive guard		✓
Final drive bottom guard		✓
Track roller guard		✓

(continued on next page)

963 Waste Handler/Demolition Standard and Optional Equipment

Standard and Optional Equipment *(continued)*

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional
BUCKETS*		
Heavy-duty landfill bucket – 3.1 m³ (4.0 yd³)		✓
Multi-purpose heavy-duty landfill bucket – 2.7 m³ (3.5 yd³)		✓
General purpose – 2.5 m³ (3.25 yd³)		✓
General purpose with welded flush adaptor – 2.3 m³ (3.0 yd³)		✓
Heavy-duty general purpose – 2.5 m³ (3.25 yd³)		✓
Multi-purpose – 2.0 m³ (2.6 yd³)		✓
Heavy-duty multi-purpose – 2.0 m³ (2.6 yd³)		✓
General purpose with full bolted cutting edge – 2.5 m³ (3.25 yd³)		✓
Performance general purpose – 2.8 m³ (3.7 yd³)		✓
Wide flush general purpose – 2.9 m³ (3.8 yd³)		✓
Quick coupler, general purpose – 2.3 m³ (3.0 yd³)		✓
Quick coupler, general purpose LGP – 2.7 m³ (3.5 yd³)		✓
No bucket		✓
HYDRAULICS		
Two-valve hydraulics, two-lever		✓
Two-valve hydraulics, joystick		✓
Three-valve hydraulics, front, joystick		✓
Three-valve hydraulics, rear, joystick		✓
Three-valve hydraulics, rear, two-lever		✓
Four-valve hydraulics, front and rear, joystick		✓
Standard hydraulic lines		✓
Quick coupler hydraulic lines		✓

*Bucket and attachment offerings may vary. Please consult your Cat dealer for availability.

	Standard	Optional
MAINTENANCE		
Standard lubricant		✓
Bio lubricant		✓
Cat extended life coolant	✓	
Service package		✓
Extended service package – manual hydraulic system enabling cab tilt and lock at 30 degrees safely in the field, shovel holder bracket (shovel not included)		✓
High speed oil change		✓
Ecology drains on hydraulic oil tank	✓	
Oil sampling valves	✓	
Cat XT hoses	✓	
HYDO Advanced 10	✓	
Implement oil return filter in hydraulic tank	✓	
REAR ATTACHMENTS		
Bumper		✓
Ripper		✓
No bumper		✓
Ripper hitch		✓
Striker bars		✓
FUEL TANK		
Fuel tank	✓	
Fast Fill fuel tank		✓
Fuel tank refilling pump		✓
Sediment hand pump		✓
OTHER EQUIPMENT		
Access package		✓
Jacket water heater (110 V)		✓
Jacket water heater (240 V)		✓
Fusion Quick Coupler		✓
TECHNOLOGY PRODUCTS		
Product Link Ready	✓	
Product Link – Satellite		✓
Product Link – Dual Satellite and Cellular		✓
No Product Link		✓
Grade control mast		✓
COUNTERWEIGHTS		
Light counterweight 320 kg (705 lb)		✓
Light counterweight, additional 310 kg (683 lb)		✓

Bid Form

I have reviewed the specifications and provisions for furnishing One (1) **Current Model Year Landfill Track Loader** and understand the said requirements. I hereby propose to furnish this loader as follows:

One (1) Current Model Year, Landfill Track Loader

Loader Make: JOHN DEERE

Model: 755K CRAWLER DOZER

Delivered to:
Department of Public Works – Solid Waste Division
7091 Central Site Lane
Newark, MD 21841

Purchase with Guaranteed Buy Back at end of Five (5) Years; or 12,500 Hours, Five (5) Year Warranty and Five (5) Year Parts Availability Warranty

Acquisition Cost	$ 403,815.00
Less Guaranteed Buy Back at end of Five (5) Years	$ 63,207.00
Net Adjusted Price	$ 340,608.00
Monthly Payment for Sixty (60) mo. using Lease Purchase Option	$ 6,097.72
Interest Rate	2.95%

Described unit will be delivered within 90 – 120 calendar days from receipt of written order.

Successful bidder must supply County with equal machine being turned in until new machine is delivered.

BID MUST BE SIGNED TO BE VALID.

Date: 3/19/21

Signature:

Typed Name: GREG BLASZKA

Title: CFO

Firm: JESCO, INC.

Address: 118 ST. NICHOLAS AVE

SOUTH PLAINFIELD, NJ 07080

Phone: 908-753-8080

The price or prices quoted shall include all transportation charges fully prepaid to (address at destination).

Purchaser desires delivery to be completed within 90 days from date of award. Bidder certifies delivery will be completed in 120 days from date of award.

Awards will be made on the best value offered. Clauses requiring specific guarantees to cover parts delivery, total repairs and resale value may be included. The quality of the articles to be supplied, their conformity with the specifications, their suitability to requirements, delivery terms and guarantee clauses shall be taken into consideration.

The purchaser reserves the right to reject any or all bids, waive any informality in bids and accept in whole or in such bid or bids as may be deemed in the best interest of the purchaser.

APPROVED EQUALS

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

Bid Specifications

One (1) current model Landfill Track Loader, for landfill application, equipped as follows:

1. GENERAL

The equipment called for in this specification shall be a track-type front end loader. It shall be the standard product of one manufacturer. The selling dealer shall provide the parts and service facilities to properly service the machine and all its components and assure its performance AS SPECIFIED

2. WEIGHT

Standard machine operating weight, including multi-purpose bucket and ROPS cab, without extra attachments or optional counterweight shall not be less than 42,000 pounds. AS SPECIFIED

3. BASIC DESIGN

Breakout force with the specified multi-purpose bucket shall be at least 40,000 pounds. AS SPECIFIED

Ground clearance shall be at least 15". AS SPECIFIED

Overall length with the multi-purpose bucket on the ground shall not exceed 280 inches. AS SPECIFIED 269"

Overall machine operating height over the ROPS structure shall not exceed 135 inches. AS SPECIFIED 131"

4. BUCKET

The multi-purpose shall be at least 2.6 yd. capacity with trash rack, and corner guards system plus extra bottom wear plates. AS SPECIFIED

The loader shall be equipped with an automatic lift kick-out and automatic bucket positioner. AS SPECIFIED

5. ENGINE

The engine shall be manufactured by the loader manufacturer. AS SPECIFIED

The engine shall be of a four-cycle design. AS SPECIFIED

Engine displacement shall be at least 400 cubic inches. AS SPECIFIED

The engine, including coolant fans, and all necessary accessories, shall deliver at least 200 hp (148 kW) at the flywheel (SAE rated). 194HP
The engine shall have a maximum governed speed of no more than 2200 RPM. AS SPECIFIED

A 24 volt direct electrical starting system shall be standard. AS SPECIFIED

The fuel tank shall have a minimum capacity of at least 80 gallons. AS SPECIFIED

6. POWER TRAIN

The loader shall be equipped with a hydrostatic drive system. AS SPECIFIED

The drive system shall provide speeds of at least six (6) mph (10.1 km/h) both forward and reverse. AS SPECIFIED

Joy Stick controls shall be standard. AS SPECIFIED

The drive system shall provide independent power to each track for controlled power turns and controlled counter rotation (one track in forward, the other in reverse) infinitely variable speed within machine operating speed range. AS SPECIFIED

Manufacturer's operation procedure shall include direction reversals under full load and full rpm. AS SPECIFIED

Service braking shall be accomplished by dynamic retarding of hydrostatic drive. AS SPECIFIE

Parking brakes shall be automatically applied when:
- Engine shuts down; AS SPECIFIED
- Transmission control pressure is lost; AS SPECIFIED
- Transmission control lever is in neutral position. AS SPECIFIED

Loader parking brakes shall be of multiple disc design. AS SPECIFIED

7. UNDERCARRIAGE

The loader shall have a minimum of six-roller track roller frames. AS SPECIFIED

Sealed and Lubricated Track shall be of rotating bushing design. SALT NO ROTATING BUSHING

The loader shall have a track gauge of no less than 90 inches (2286 mm). 74

Track shoes will be at least 21.6 inches (550 mm) wide – single grouser. AS SPECIFIED

Length of track on the ground shall be at least 92 inches. AS SPECIFIED

The machine (including multi-purpose bucket and ROPS cab) shall have a ground pressure of no more than 10.5 psi (.736 bar). AS SPECIFIED

8. LOADER

The loader shall have a Waste Handing Package. AS SPECIFIED

The loader shall have swing-out oil cooler. AS SPECIFIED

The loader shall have a heavy duty bumper and radiator guard, with swing-out grill, swing-out bottom guards and hydraulic tank guard. AS SPECIFIED

The loader shall have heavy duty fenders and engine enclosures. AS SPECIFIED

The loader shall have raised air pre-screener. AS SPECIFIED

The loader shall have 110 volt coolant heater. AS SPECIFIED

The loader shall have cab tilt jack. AS SPECIFIED

The loader shall have two (2) heavy duty (900 CCA) batteries. AS SPECIFIED

9. IMPLEMENT HYDRAULICS

Pump output at rated engine speed shall be at least 50 gpm. AS SPECIFIED

The loader implement controls shall be electric over hydraulic for easier operation. AS SPECIFIED

10. OPERATORS COMPARTMENT

ROPS cab shall be standard equipment. AS SPECIFIED

The loader shall have both left and right hand operator doors. AS SPECIFIED

The cab shall have fresh air pressurization with replaceable filter. AS SPECIFIED

The cab shall have front and rear windshield wipers and washers. All wipers, including side door wipers shall be intermittent. AS SPECIFIED

The front windshield shall be equipped with a swing out screened guard. AS SPECIFIED

The seat shall provide both fore and aft, and vertical adjustments. AS SPECIFIED

The seat shall have a retractable seat belt – at least three inches wide. AS SPECIFIED

The cab shall have a standard rear-view mirror and a rearview camera. AS SPECIFIED

The loader shall have a standard back-up alarm. AS SPECIFIED

A factory installed air-conditioner and heater shall be supplied. AS SPECIFIED

A fuel indicator gauge and engine temperature gauges shall be supplied. AS SPECIFIED

The cab shall have 2 way radio hook-ups and AM/FM radio with Bluetooth capability. AM/FM RADIO

The loader shall have a Beacon Light. AS SPECIFIED

11. SERVICE

Machine shall be designed to simplify and minimize requirement for routine maintenance. Bidders shall be required to prepare an estimate of hourly lubrication and maintenance and demonstrate relative ease of performing manufacturers' recommended routine maintenance requirements. AS SPECIFIED

Heavy duty hinged engine side panels shall be supplied. AS SPECIFIED

CSA to be included and done at manufactures recommended intervals. AS SPECIFIED

All guarding is to be removed and cleaned so machine can be inspected thoroughly every 6 months. AS SPECIFIED

The machine shall have a split master link. AS SPECIFIED

The machine must be equipped with a dry chemical/nitrogen charged fire suppression system with both automatic and manual activation including the semi-annual maintenance AS SPECIFIED

OSHA COMPLIANCE

The machine must meet all emission controls, sound and Federal OSHA standards. AS SPECIFIED

PARTS DISC

A parts disc, including operator's manual and parts.

WARRANTY

The vendor shall supply the county with two (2) copies of the Manufacturer's warranty at the time of delivery. Warranty shall be full machine warranty for five (5) years, or 12,500 hours on total machine, including travel & mileage and a list shall be supplied by seller of components covered. If machine is inoperable for more than 2 days, successful bidder must supply the county with a machine of equal specifications until repairs are made to county machine.

WARRANTY IS 5 YEARS/ 10,000 HRS

Five (5) Year Warranty and Parts Availability Warranty

All requirements as stated for parts availability warranty are to remain in effect for Five (5) year period. Full machine warranty for a five (5) year period, or 12,500 hrs. FIVE YEARS/ 10,000 HOUR WARRANTY

BUY-BACK AGREEMENT

Worcester County warrants that the equipment sold back to the contractor will be in operating condition at the time of repurchase. The term 'operating' means that the equipment will be performing its intended function in landfill operation. The warranty will terminate at the time of repurchase. The machine will have no more than 12,500 hours on it at time of repurchase.

ADJUSTED COST AND FIVE YEAR REPURCHASE PROGRAM

The county will determine an adjusted bid by considering depreciation when analyzing bids. Accordingly, an award of contract under these specifications may be made on basis of the lowest adjusted bid to be determined as follows:

Each bidder shall submit a price bid for equipment proposed pursuant to these specifications, together with the price at which he will agree to buy back said equipment at any time within a period of five (5) years from the date of delivery. Each bidder shall submit a repurchase price based on repurchase at the end of one (1), two (2), three (3), four (4) and five (5) years. Such repurchase shall be deducted from the price for the equipment and the result will be considered the adjusted bid.

The county reserves the right to sell the equipment back to the contractor at any time during the five (5) year period at the purchase price stated in the bid, or to make no resale whatsoever.

The county warrants the equipment sold back to the contractor will be in operating condition at the time of repurchase.

The contractor shall be excused from performance under the contract only if prevented directly or indirectly by fire, flood, strike, act of God, war, or act of Government.

Transportation Costs shall be responsibility of dealer, should equipment have to be sent back to dealer for repair.

RECEIVED
JUN 04 2021
Worcester County Admin

Worcester County

Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: Stormwater Management Review Contract

Date: June 3, 2021

It is time to renew the Stormwater Management Review Contract between the Worcester County Commissioners and Shockley Environmental Services (Mr. Bobby Shockley) as the current contract will expire at the end of the fiscal year in June. As you and the Commissioners are aware, Mr. Shockley has performed these services under contract for the County for quite some time now and on behalf of the Worcester County Soil Conservation District for many years before that.

Mr. Shockley's knowledge, expertise and assistance, I believe, has been a keystone in the County's Stormwater Management Program and the excellent reviews of that program we have received from the State. As the enclosed memo from David Bradford asserts, Mr. Shockley provides services for residential, commercial, agricultural and industrial projects. A recommendation to once again renew Mr. Shockley's contract is enthusiastically endorsed by both myself and Mr. David Bradford. I have attached a copy of the edited current agreement as Mr. Young has the electronic copy for editing. The only changes to the contract agreement would be the contract expiration date and some small adjustments to the fee schedule to include an addition to accommodate restoration and resiliency projects that are becoming more commonplace. The changes incorporated in the revised fee schedule will serve as Attachment A in the contract.

The contract is exactly the same agreement the County has signed in years past. It would be our respectful recommendation that the County Commissioners consider approving this contract for another two-year term.

I am available to answer any questions you and the County Commissioners may have on this matter.

Enclosures

cc: David Bradford/Dep. Director, DEP

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

LAND PRESERVATION PROGRAMS
STORMWATER MANAGEMENT
SEDIMENT AND EROSION CONTROL
SHORELINE CONSTRUCTION
CRITICAL AREA PROGRAMS
FOREST CONSERVATION

WELL & SEPTIC
WATER & SEWER PLANNING
PLUMBING & GAS
COMMUNITY HYGIENE
AGRICULTURAL PRESERVATION
ADVISORY BOARD

MEMORANDUM

DATE: June 4, 2021
TO: Robert J. Mitchell, Director
FROM: David M. Bradford Jr., Deputy Director DMB
SUBJECT: Stormwater Management Review Contract Renewal

The time has come to renew the two year contract between the Worcester County Commissioners and Shockley Environmental Services for Stormwater Management Review services that is scheduled to expire on June 30, 2021. Shockley Environmental Services provides Stormwater Management plan reviews for numerous types of projects throughout the County including but not limited to residential, commercial, agricultural, and industrial. Mr. Shockley has provided these contracted services for the County for many years and prior to that conducted these services for the Worcester Soil Conservation District. He provides an exemplary service to the residents of the County and is the foundation of our successful Stormwater Management Program.

It would be our recommendation to renew Mr. Shockley's two year contract again this year which will run until June 30, 2023. There are some minor adjustments to the review fees that will be outlined within the enclosed fee schedule. An explanation of these adjustments will be provided on that document.

If you have any further questions please let me know.

Enclosures: Existing Stormwater Management Plan Review Fee Schedule with proposed modifications (1page)

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

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PLUMBING & GAS
COMMUNITY HYGIENE
AGRICULTURAL PRESERVATION
ADVISORY BOARD

STORMWATER MANAGEMENT PLAN REVIEW

FEE SCHEDULE

(1) Single Family Dwellings:

A. $3.00 per 1,000 square feet of disturbance, with a minimum fee as follows:

1. ~~$150.00~~ ***$175.00*** for all single family dwellings.

Rationale: As a result of increased numbers of digital submissions of plans and reports, this has resulted in increased review times. Specifically, when digital submittals are made and reviewed, they are then submitted in paper copy which then requires an additional review to ensure they are consistent. Errors/Omissions have commonly been discovered when performing the review of the paper copies and resulted in additional submittals and reviews. Unlike other jurisdictions, we do not charge extra for re-reviews as the one submittal fee covers the entire review regardless of the number of reviews. This slight increase would cover this additional time.

B. Revisions to approved plans: $75.00

(2) Agricultural Structures and Uses, ***Restoration and Mitigation Projects:***

Rationale: We have had an increased amount of restoration and mitigation projects occurring within the County. These types of projects commonly include wetland restoration and construction projects prompted by impacts made by utility companies and local jurisdictions required as a part of their state/federal permits. Including this definition would align the review rate for these projects with a more sensible and less expensive agricultural rate instead of the higher commercial rate.

A. $2.00 per 1,000 square feet of disturbance/stormwater design area, with a minimum fee of $300.00.

B. Revisions to approved plans $150.00 base fee, plus $50.00 per hour beyond the first hour of review.

(3) Multi-Family, Commercial, Industrial and Institutional Structures and Uses:

A. $3.00 per 1,000 square feet of disturbance/stormwater design area, with a minimum fee of $600.00.

B. Revisions to approved plans: ~~$175.00~~ ***$200.00*** base fee, plus $50.00 per hour beyond the first hour of review.

Rationale: Similar to the above adjustment requested for the single family rate, this slight adjustment is also prompted by the increase time spent for digital submittals and also the paper copy comparison review. Errors/Omissions have commonly been discovered when performing the review of the paper copies and resulted in additional submittals and reviews. Unlike other jurisdictions, we do not charge extra for re-reviews as the one submittal fee covers the entire review regardless of the number of reviews. This slight increase would cover this additional time.

(4) Waivers: $150.00 flat fee.

DRAFT

County Commissioners of Worcester County, Maryland

INDEPENDENT CONTRACTOR'S AGREEMENT

(For Contracts Under $250,000.00)

THIS AGREEMENT, made this _____ day of _____, 20_____, by and between the **COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**, of Room 1103, Government Center, One West Market Street, Snow Hill, Maryland 21863-1195, hereinafter called "County" and Shockley Environmental Services, of 6820 Shockley Road, Snow Hill, Maryland 21863 hereinafter called "Contractor".

1. **Services.** The County hereby contracts with Contractor to perform the following services (sometimes herein called "services" or "work") as an Independent Contractor for the County: Review and recommend approval, denial or revision of Stormwater Management Plans and applications for exceptions and waivers as assigned by County pursuant to all applicable laws and regulations.

2. **Terms of Agreement.** This Agreement shall commence upon signing. Contractor services shall be provided continuously until ~~June 30, 2017~~. June 30, 2023

3. **Payment.** Contractor shall be paid once each month, at the end of each month, 95% (ninety-five percent) of the Stormwater Management fees charged by County in accordance with the Fee Schedule (attached hereto as Attachment A) and which have been received for that month.

4. **County Projects.** Contractor agrees to provide plan review services for County Government Projects for a fee which does not exceed 50% (fifty percent) of the fees established in the Fee Schedule (see Attachment A) by County.

5. **Performance by Contractor.** Contractor shall expeditiously proceed with Contractor's services hereunder and shall devote such time as may be necessary to complete them within

the time provided. Contractor shall perform this contract promptly, properly, completely, in accordance with all codes, in a workmanlike manner and in accordance with industry standards and all plans and specifications. Contractor pledges any and all payments paid or due hereunder for the faithful performance hereof.

6. **County will Provide:** County will provide the following services, materials, space or support: office space, supplies and materials necessary for services.

7. **Terminations**

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

A. Material breach of Contract

B. Dishonesty, Fraud or Criminal Activity

C. Incapability to perform

D. Nonperformance

E. Substandard performance or failing to make satisfactory progress in the prosecution of the contract

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

In the event of termination, Contractor shall be entitled to be paid for work performed to date of termination, subject to the limitations herein set forth.

7.2 **Termination for Convenience.** The County may terminate the contract, in whole or in part, without cause, by providing written notice thereof to the Contractor. In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. The Contractor will not be reimbursed for any anticipatory profits,

which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

8. **Contract Official.** Contractor shall report directly to, and receive instructions as necessary from Robert J. Mitchell, Director, Department of Environmental Programs (phone 410-632-1220) who shall be the County Contract Official. Final decisions with respect to the Contract on behalf of the County will be made by the Worcester County Commissioners.

9. **Confidential Information - Reports.** Contractor agrees that information received by Contractor during the administration of the Contract may be considered confidential and upon notice agrees to keep such information confidential. Any report by Contractor shall be the sole and exclusive property of the County and may not be released to any other person or entity without the express written permission of the County.

10. **Employment of Others - Subcontractors.** Any Subcontractors of the Contractor shall be first approved in writing by the County prior to engagement. County may, from time to time, provide other employees to assist Contractor with performance of Contractor services or to perform related services required of Contractor hereunder. This Contract is not assignable or transferrable and will be performed personally by Contractor as set forth in Contractor's proposal.

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

12. **Independent Contractor.** The parties hereto do hereby agree that Contractor is an independent contractor in its performance of its obligations hereunder. Accordingly, Contractor shall be responsible for the payment of all taxes including, without limitation, Federal, State and Local taxes, State Income Tax, Social Security Tax, Unemployment Insurance Tax and all other taxes or business license fees as required arising out of Contractor's performance hereof. Contractor specifically agrees that to the extent required by law, Contractor shall carry Workers' Compensation Insurance in statutory required amounts and Liability Insurance unless waived in writing by County and agrees to provide County with copies of policies as requested. The Contractor agrees to indemnify and hold harmless County with respect to all the Contractor's activities hereunder including, without limitation, claims for negligence or malfeasance against Contractor and as well as Workers' Compensation claims. If this contract is for professional services, contractor shall provide a minimum of $1,000,000.00 (one million and 00/100 dollars) Errors and Omissions Insurance. At the option of the County, the Contractor may be required to add the County as an additional insured to any insurance that is required hereunder.

13. **Illegality of Performance.** If for any reason this Agreement or its execution by County Commissioners is determined to be illegal, ultra-vires or not in accordance with the law by County Commissioners, then County Commissioners may in their sole discretion and in good faith, declare it null and void.

14. **Immunity/limitation on Actions Against County Commissioners.** Nothing herein or any related agreement or any amendment hereto shall under any circumstances constitute or be construed as a waiver of immunities or limitations of liability that the County Commissioners, their officers, employees, agents, or servants, may have in by virtue of and in accordance with any law, including sovereign, statutory, qualified, official, common law, public general law or public local law immunity. No action may be brought with respect hereto other than in the appropriate State Court in Worcester County, Maryland. Contractor hereby consents and agrees to such provision and further waives any right to jury trial in any

action relating hereto. County Commissioners, as a body politic, has become a party hereto only in the capacity stated herein. No individual elected County Commissioner, contractor, employee, agent, or servant of County shall have any personal liability hereunder. Any indemnity herein or arising out of this Agreement, on the part of the County Commissioners, shall be only to the extent permitted by law and shall be subject to the non-waiver of immunity, limitations of liability and all other provisions of this Agreement. County Commissioners' liability under or arising out of this agreement shall be subject to annual budget appropriation and strictly conditioned thereon. The non-waiver and the limitation of liability to County Commissioners hereunder shall be contractual and it is agreed that such limitation is fair and equitable under the totality of the circumstances hereof. It is further agreed and understood that this provision is of the essence.

15. **Hold Harmless - Indemnification**. The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed by Contractor in the performance of the duties imposed by and performed under the terms of the contract. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

16. **Insurance.** Contractor shall also provide Motor Vehicle Insurance and General Liability Insurance in amounts and with companies satisfactory to County. At the option of the County, the Contractor may be required to add the County as an additional insured to any insurance that is required hereunder.

17. **Bonds.** Contractor shall provide such bonds as required by the bid specifications. Contractor hereby binds Contractor to pay and satisfy to the extent legally required all suppliers, subcontractors or others having any right to a claim or action under the Maryland Little Miller Act and hereby pledges any amounts paid or due hereunder as payment security

to provide for such payments or satisfactions. Contractor shall provide all lien releases required by County. Where lien releases satisfactory to County are not provided, County may withhold payment to Contractor to the extent determined by County to be reasonably necessary to adequately provide for such claim or action.

18. **Delays and Extensions of Time.** The Contractor agrees to prosecute the work continuously and diligently and no changes or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the County may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Contractor as determined by the County.

19. **Accounting System and Audit, Accurate Information.** The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The

contractor must include the preceding language of this paragraph in all first-tier subcontracts.

20. **Inspections**. The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. **Applicable Laws**. This contract must be construed in accordance with the laws and regulations of Maryland and Worcester County. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, exclusive venue and jurisdiction must be in the Circuit Court for Worcester County, Maryland or in the District Court of Maryland for Worcester County.

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

23. **Notice of Political Contributions**. The Contractor shall comply with the political contribution reporting requirements under Title 14 of the Election Law Article, Maryland Annotated Code, to which the contractor may be subject.

24. **Notices.** All notices and communications hereunder shall be in writing and shall be deemed given when sent postage prepaid by registered or certified mail, return receipt requested, and, if intended for the County Commissioners, shall be addressed to it, to the attention of its President, at Room 1103, Government Center, One West Market Street, Snow Hill, Maryland 21863-1195, or at such other address of which the County provided, and if intended for the Contractor, shall be addressed to its attention at 6820 Shockley Road, Snow Hill, Maryland 21863, or at such other address of which the Contractor shall have given

notice to the County in the manner herein provided.

25. **Additional Attachments/Addendums** (if any). See Fee Schedule (Attachment A)

26. **Entire Agreement**. There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

If there are any conflicts between the terms and conditions of this Independent Contractor's Agreement and the terms and conditions of any attachments or addendums hereto, then the terms and conditions of this Independent Contractor's Agreement shall prevail and be binding on the parties.

ATTEST:

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

~~Kelly Shannahan~~ WESTON YOUNG
Assistant Chief Administrative Officer

By: _____(SEAL)
Harold L. Higgins
Chief Administrative Officer

ATTEST:

SHOCKLEY ENVIRONMENTAL SERVICES

_____

By: _____(SEAL)
Robert B. Shockley

(Printed name) - _____

H:\1-wpdocs\BIDS\Contracts\Stormwater Management Review Agent 2016 - Shockley.wpd

RESOLUTION NO. 19 - 16

RESOLUTION AMENDING FEES FOR STORMWATER MANAGEMENT PLAN REVIEW

WHEREAS, Section 4-204 of the Environment Article of the Annotated Code of Maryland, as from time to time amended, provides that the County shall establish a procedure for the review and approval of stormwater management plans and may adopt a system of charges to fund the implementation of stormwater management programs; and

WHEREAS, Maryland Legislature passed the "Stormwater Management Act of 2007" which became effective on October 1, 2007 and revised the stormwater management regulations, extending said regulations to agricultural structures and uses, as well as other revisions which local jurisdictions were required to enforce on May 4, 2010 and which were adopted and incorporated in the Code of Public Local Laws of Worcester County, Maryland by the passage of Bill 10-2 (Natural Resources - Stormwater Management); and

WHEREAS, the County Commissioners previously established fees for stormwater management plan review by Resolution No. 04-1, adopted on January 6, 2004, and amended by Resolution No. 05-27, adopted on July 5, 2005, by Resolution No. 10-20, adopted on June 1, 2010, by Resolution No. 12-24, adopted on October 2, 2012, and again by Resolution No. 16-13, adopted on June 7, 2016; and

WHEREAS, the County Commissioners have determined it necessary to revise said fees for stormwater management plan review.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the schedule of fees for review and approval of stormwater management plans shall be as follows:

Stormwater Management Plan Review Fees

(1) Single-Family Dwellings:

A. $3.00 per 1,000 square feet of disturbance, with a minimum fee of ~~$150.00~~ $175.00

B. Revisions to approved plans: $75.00.

(2) Agricultural Structures and Uses/ RESTORATION AND WETLAND MITIGATION

A. $2.00 per 1,000 square feet of disturbance/stormwater design area, with a minimum fee of $300.00.

B. Revisions to approved plans: $150.00 base fee, plus $50.00 per hour beyond the first hour of review.

(3) Multi-Family, Commercial, Industrial and Institutional Structures and Uses:

A. $3.00 per 1,000 square feet of disturbance/stormwater design area, with a minimum fee of $600.00.

B. Revisions to approved plans: ~~$175.00~~ $1200.00 base fee, plus $50.00 per hour beyond the first hour of review.

(4) Waivers: $150.00 flat fee.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect on July 1, 2019.

PASSED AND ADOPTED this 4th day of June, 2019.

ATTEST:

Harold L. Higgins
Chief Administrative Officer

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

Diana Purnell, President

Joseph M. Mitrecic, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

REVISE

Theodore J. Elder

Joshua C. Nordstrom

RECEIVED
JUN 07 2021
Worcester County Admin

Worcester County

Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: **Grant Modification #1 - Waterway Improvement Fund**
US Army Corps of Engineers Ocean City Inlet Project
MDG-1902

Date: June 4, 2021

Attached you will find the grant modification for the subject project. Specifically, this grant represents the state's cost share for the local component of the Section 107 Navigational Improvement Project for the Ocean City Inlet & Harbor and the Section 204 Scour Hole study. The Ocean City Working Group meeting in April presented the following next steps:

Tasks	**Date**
Public Meeting (Inlet & Scour Hole)	July 2021
Public Review of Environmental Assessment (Inlet)	August 2021
Public Review of Feasibility Study/Env. Assessment (Scour Hole)	
Start Plans and Specs (Inlet)	July 2021
Award Construction Contract (Inlet)	July 2022
Construction of inlet structures* (Inlet)	October 2022
Dredging inlet and placement of material* (Inlet)	October 2023

*Schedule dictated by environmental time of year restrictions and inlet use considerations.

Since the Corps has taken an extended time to complete their modelling and design process for the project, the subject grant needs to be extended to preserve the remaining state cost share funding for the local/state contribution to the project. We respectfully request the County Commissioners authorize President Mitrecic's signature on the extension modification to provide

more time for this project's term. Worcester County has previously paid a single invoice associated with this project and will utilize the matching funds for future requests.

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

Enclosure

cc: David Bradford/DEP
Dallas Baker/DPW
Kelly O'Brien-Rados/Rec & Parks
Kim Reynolds/Admin.

WATERWAY IMPROVEMENT FUND
GRANT AGREEMENT
MDG-1902

Modification Number One

to

Maryland Department of Natural Resources

entered into this _____ day of_____, 20___.

between the

Department of Natural Resources
Chesapeake and Coastal Service

and

County Commissioners of Worcester County, Maryland

Pursuant to the terms of the Grant Agreement, dated 25, January 2019, between the State of Maryland acting through the Department of Natural Resources, Chesapeake and Coastal Service and the County Commissioners of Worcester County, Maryland, regarding provision of assistance for US Army Corps of Engineers Ocean City Inlet Project, the Agreement is amended to incorporate the following changes. The purpose of the Modification is to provide a no-cost extension and modify the scope of work.

In the event of any conflict or incongruity between the provisions of this amendment and any of the provisions of said Agreement as heretofore amended, the provisions of this amendment shall in all respects govern and control.

TERM:

The term of this Grant Agreement shall be from January 1, 2019 through December 31, 2023.

SCOPE OF WORK

The scope of work is modified for the deliverable schedule as per below:

TIME FRAME	DUE DATE
FY 2022 (ADDITIONAL)	
July 1, 2021 – September 30, 2021	October 15, 2021
October 1, 2021 – December 31, 2021	January 15, 2022
January 1, 2022 – March 31, 2022	April 15, 2022
April 1, 2022 – June 30, 2022	June 30, 2022
FY 2023 (ADDITIONAL)	
July 1, 2022 – September 30, 2022	October 15, 2022
October 1, 2022 – December 31, 2022	January 15, 2023
January 1, 2023 – March 31, 2023	April 15, 2023
April 1, 2023 – June 30, 2023	June 30, 2023
July 1, 2023 – September 30, 2023	October 15, 2023
October 1, 2023 – December 31, 2023	January 15, 2024

This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties have executed this Amendment by causing the same to be signed on the day and year first above written.

WITNESS

BOARD OF COUNTY COMMISSIONERS
WORCESTER COUNTY, MARYLAND

_____

Print Name: _____

By_____

Joseph M. Mitrecic, President
Board of County Commissioners
Worcester County, Maryland

Date:_____

WITNESS

STATE OF MARYLAND
DEPARTMENT OF NATURAL
RESOURCES

Print Name: _____

By_____

Matthew J. Fleming, Director
Chesapeake and Coastal Service

Date:_____

RECEIVED
JUN 08 2021
Worcester County Admin

Worcester County

Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

From: Robert J. Mitchell, Director, Environmental Programs
On Behalf of Worcester County Sewer Committee

Subject: **Request for Allocation of EDU for Salt Life Park, LLC**

Date: June 7, 2021

Please be advised that staff has received a completed application from Hugh Cropper, representing Salt Life Park, LLC (owner) for the allocation of thirty-four (34) equivalent dwelling units (EDU's) of sanitary sewer service from the Mystic Harbour Sanitary Service Area (SSA) to serve a proposed use (mobile home park) for an addition to the existing park. The subject property is identified on Tax Map 26 as Parcels 191 and 193. The request was subsequently reviewed by the Worcester County Sewer Committee. On behalf of the committee, I offer the following staff report for your consideration with regard to this request.

Summary of Request: Salt Life Park, LLC is requesting an allocation of thirty four (34) equivalent dwelling units (EDU) of sewer service from the Mystic Harbour Sanitary Service Area (MHSSA) to serve an expansion of the existing mobile home park by 34 units. The properties are located on Worcester County Tax Map 26 as Parcels 191 and 193. The subject properties, currently improved, sit on the southerly side of Old Bridge Road (MD Route 707), in West Ocean City, are currently zoned R-4 General Residential District, and are currently designated S-1 in the County Master Water and Sewerage Plan which indicates an area of existing or planed sewer service to be built within 2 years, but does not guarantee and service or obligate the provision of services in that time frame. Applicant will also be required to purchase water service from the Mystic Harbour water system if the sewer EDUs are allocated to this project. Project was reviewed by the Technical Review Committee (TRC) at their meeting on September 9, 2020.

Current Available Capacity - North: The current available EDUs allocated in Area 1 (north of the airport) are allocated for the following uses: Vacant or Multi-Lot properties (50 EDUs), Infill (33 EDUs), Commercial (9 EDUs), and Single Family Dwellings (17 EDUs). Granting the request

for Salt Life Park Mini Storage would require the allocation of 31% (34 of 109) of the total remaining EDUs in Area 1.

Background on Original Allocation of New Sewer Capacity in the Mystic Harbour: The expansion of the Mystic Harbour WWTP and Funding From USDA in 2008 was predicated upon the need for infill and intensification of properties along the Route 50 commercial corridor and vicinity, service to vacant or multi-lot properties, single family dwellings converting from septic systems to public sewer, and commercial properties. The Worcester County Planning Commission recommended a rating system to rank priority allocations of the additional EDUs with highest priority for (1) infill lots, (2) expansion of existing facilities, (3) replacement of septic tanks, and (4) new development. The initial request addressed priority 1 as infill of the previously undeveloped properties in West Ocean City.

Previous Allocation of EDUs to this Property: The rear of this property is currently allocated six (6) water and sewer EDU's, but owner needs additional Mystic sanitary capacity to execute their development plan.

Options for Commissioners' Action on the Request:

Note – All options are based on an allocation of 34 EDUs based on flow rates of one (1) EDU per mobile home.

Option 1 - Approve the allocation for a total of 34 EDUs to the property by utilizing 1 (EDU) from the Vacant or Multi-Lot category from Area 2. Owner will also need to connect to Mystic water. Owner will also have to surrender the forty-five (45) EDUs allocated to the ODIE-1, LLC (Alamo Motel) property on October 23, 2018.

Option 2 - Deny the request for allocation of thirty-four (34) EDUs to this property.

The Sewer Committee will be available to answer any questions which you may have with regard to this application in order for the County Commissioners to make the most informed decision on this request.

Attachment

cc: Water and Sewer Committee

LAW OFFICES

BOOTH CROPPER & MARRINER

A PROFESSIONAL CORPORATION

CURTIS H. BOOTH
HUGH CROPPER IV
THOMAS C. MARRINER*
ELIZABETH ANN EVINS
LYNDSEY J. RYAN

*ADMITTED IN MD & DC

9923 STEPHEN DECATUR HIGHWAY, D-2

OCEAN CITY, MARYLAND 21842

(410) 213-2681

FAX (410) 213-2685

EMAIL: hcropper@bbcmlaw.com

EASTON OFFICE

130 N. WASHINGTON ST.
EASTON, MD 21601
(410) 822-2929
FAX (410) 820-6586

WEBSITE
www.bbcmlaw.com

February 25, 2021

Ms. Jessica R. Wilson, CPA
Assistant Finance Officer
Worcester County Treasurer's Office
One West Market Street, Room 1105
Snow Hill, Maryland 21863

RE: ***Mystic Harbour EDU's***

Dear Ms. Wilson:

I know that you have been helping Mark R. Odachowski with his EDU's in the Mystic Harbor Sanitary Service Area. Mark greatly appreciates your help, and your status updates.

As you know, Mark owns the Salt Life Park Mobile Home Park (formerly Greenridge Mobile Home Park), located on the southerly side of Old Bridge Road (MD Route 707) in West Ocean City. He has proposed an expansion of the existing Mobile Home Park, which expansion will include 34 additional units, amenities, and associated open space, on Tax Map 26, Parcels 191 and 193, which he also owns. The expansion was presented to the Technical Review Committee on September 9, 2020, and no significant obstacles or issues were noted.

The Mobile Home Park expansion requires 34 EDU's.

Originally, the expansion property was located in the West Ocean City Sanitary Service Area and a portion of the property was located in the MHSSA. The Worcester County Commissioners have expanded the MHSSA and amended the Worcester County Comprehensive Water and Sewerage Plan to include the entirety of the expansion property. The entire expansion property is now eligible to purchase wastewater EDU's in the MHSSA.

On an unrelated project, in July of 2018, the Commissioners approved an application by ODIE-1, LLC (Alamo Motel) for 45 EDU's in connection with two proposed restaurants. Mark paid a deposit of $45k. In September of 2019, he paid an additional $45k. An additional installment was due this past August, 2020, and the Commissioners approved a six month extension. Due to Covid, the Sewer and Water Committee was kind enough to grant another extension, until August 24, 2021.

Mark has reconsidered his plan to tear down the Alamo, and to construct two new restaurants. Mark is desirous of either: (1) transferring 34 of the 45 EDU's from the Alamo property to the Mobile Home Park expansion, and turning the remaining 11 EDU's back into Worcester County; or (2) requesting an allocation of 34 EDU's for the Mobile Home Park expansion. When that application is granted by the County Commissioners, Mark would turn the 45 EDU's back into Worcester County.

In either event, Mark would like to get credit for his first deposit of $45k, and his second deposit of $45k. If he is required to pay a third deposit, he would like to get credit for that, as well.

Before Mark could move forward with the development of the two restaurants, the Coronavirus Pandemic created a strong and urgent need for work force housing. A vast majority of that work force housing in West Ocean City has been accommodated by the Alamo Motel. In the meantime, the Governor's Executive Orders limited occupancy in restaurants, and it became difficult, if not impossible, to finance the construction of new restaurants. For all of these reasons, it is a much better scenario for Mark, the Commissioners, and the citizens of Worcester County, for Mark to reconsider the plans to construct two restaurants, and to expand the Mobile Home Park (again creating much, much needed affordable housing in West Ocean City).

In order to help get things moving, I have attached an application, a copy of the TRC comments, and Mark's deposit check in the amount of $34k requesting the 34 EDU's for the Mobile Home Park Expansion. Again, Mark would like to receive credit for the $90k that he has paid thus far towards the allocation of the Alamo EDU's.

Thanks again for all of your help. Please let me know if you need any additional documents. Have a great day.

Very truly yours,

Hugh Cropper IV

HC/tgb
Enclosures
CC: Robert Mitchell
Harold Higgins
Weston Young
Roscoe Leslie
Michelle Carmean, MBA
Mark R. Odachowski

bank of ocean city
10035 Golf Course Road
Ocean City, MD 21842

128837

SALT LIFE PARK LLC

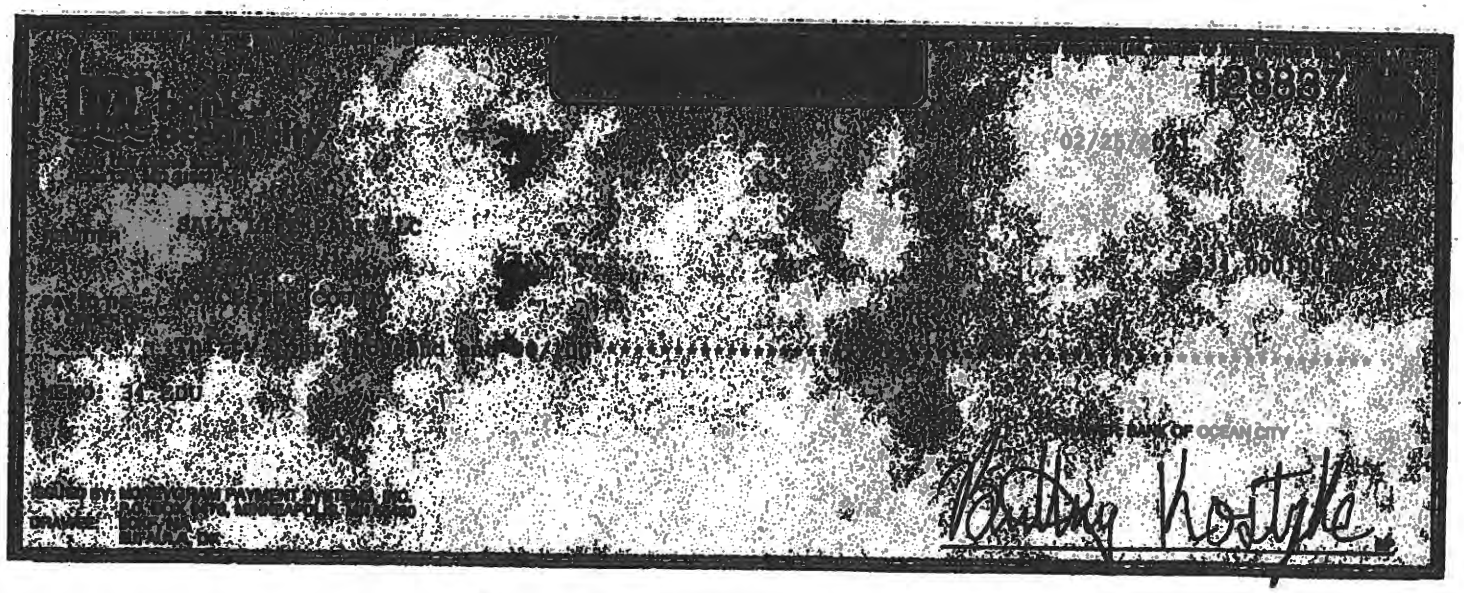
02/25/2021

$34,000.00

WORCESTER COUNTY

Thirty Four Thousand and 00/100**********

34 EDU



⑈128837⑈ ⑆103100551⑆016001194139 4⑈

Worcester County - Department of Public Works - Water and Wastewater Division
Mystic Harbour Sewer Service Application

Name: Mark R. Odachowski Date: 2/25/21

Mailing address: 12507 Sunset Ave, Unit 14D, Ocean City, MD 21842

Address of service location: Greenridge Lane, West Ocean City, MD

Property identification (acct # & map/parcel): 10-012058, Map 26, Parcel 191
Map 26, Parcel 193

Type of project (circle one below):

Single Family Minor Site Plan (Major Site Plan) Residential Planned Community

Type of service requested (circle one): (Residential) Commercial

If commercial, list type of business, square footage and number of seats in restaurant (if applicable):

EDU's/gallons assigned to property: _____ EDU's to be purchased: 34

If developer new construction, will you be providing the meter (circle one): (Yes) No N/A

Name & license number of licensed plumber providing connection from meter to building:

Name & phone number of person to contact with regards to this application/account:
Hugh Cropper II, 9923 Stephen Decatur Highway, Ocean City, MD 21842

Signature: _____ Date: 2/25/21

HCropper@bbcmlaw.com

Attachments required to be submitted with application:

Single Family- Copy of permit application.
Minor Site Plans- Copy of TRC report or documentation of administrative waiver.
Major Site Plans- Copy of TRC report.
Residential Planned Community- Copy of Planning Commission's findings/recommendation for Step 1.

NOTICE: Please review attached Resolution No. 17-19 which details the EDU allocation process and the time frame in which the EDUs must be utilized or returned to the County for future allocation and utilization. If mains are to be installed by applicant a separate "Small Sewer and Water Project Agreement" will be required.

OFFICE USE ONLY:

Date received: _____ By: _____

Environmental Programs approval: _____ Date: _____

Treasurer's Office approval: _____ Date: _____

Public Work's approval: _____ Date: _____

FEES PAID:

Deposit $1,000 per EDU X _____ (EDU's) = $ _____
Remaining Balance $7,228 per EDU X _____ (EDU's) = $ _____
Future Capital Improvement Charge $1,000 per EDU X _____ (EDU's) = $ _____

Date received: _____ By: _____

RETURN TO:
Worcester County Treasurer's Office
Attn: Jessica Wilson
P.O. Box 349
Snow Hill, MD 21863

FULL POLICY ATTACHED AND INCORPORATED.

TECHNICAL REVIEW COMMITTEE

STAFF PERSON: Jessica Edwards DATE OF MEETING: September 9, 2020

PROJECT: Salt Life Park – Proposed expansion of a manufactured home park including 34 lots and associated open space, located on the southerly side of Old Bridge Road (MD Route 707), approximately 435 feet east of Greenridge Lane Road, Tax Map 26, Parcels 191 and 193, District 10, R-4 General Residential District, Mark Odachowski, owner/ R.D. Hand & Associates; applicant & planner

APPLICANT(S) IN ATTENDANCE:_____

TRC MEMBERS IN ATTENDANCE:

Keener, Zoning Administrator
_____ Zirkle, DRP Specialist II
_____ Edwards, Customer Service Rep.
_____ Miller, Building Plans Reviewer III
_____ Mitchell, Environmental Programs
_____ Marsh, Environmental Programs
_____ Bradford, Environmental Programs
_____ Birch, Environmental Programs
_____ Gerthoffer, Environmental Programs
_____ Marsh, Environmental Programs
_____ Mathers, Environmental Programs
_____ Owens, Fire Marshal
_____ Adkins, County Roads
_____ Berdan, County Roads
_____ Wilson, State Highway Admin.
_____ Conner, State Highway Admin.
_____ Ross, W & WW, DPW
_____ Clayville, Planning Commission Rep.

X Under the terms of Section ZS 1-325(f)(2), this application is considered to be a major site plan. Ten copies of the revised site plan which address the comments noted within must be submitted to this office no later than 4:30 P.M. on the deadline date. Submittal of an application on or before the deadline date is not a guarantee that the project will be placed on the agenda for the next regularly scheduled Planning Commission meeting. All required preliminary approvals must be obtained no later than 4:30 P.M. on the applicable project confirmation deadline, otherwise the application will not be scheduled. The applicant and specified representatives will be notified by mail of the tentative date and time at which this application will be considered by the Planning Commission on the above date. Should you have any questions regarding the attached comments, please feel free to contact the respective Technical Review Committee member.

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 DIVISON
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

WORCESTER COUNTY TECHNICAL REVIEW COMMITTEE
September 9, 2020

Jessica Edwards, Customer Service Representative (ext. 1139)
Department of Development, Review and Permitting
Worcester County Government Office Building
One West Market Street, Room 1201
Snow Hill, MD 21863
(410) 632-1200

****

Project: Salt Life Park – Proposed expansion of a manufactured home park including 34 lots and associated open space, located on the southerly side of Old Bridge Road (MD Route 707), approximately 435 feet east of Greenridge Lane Road, Tax Map 26, Parcels 191 and 193, District 10, R-4 General Residential District, Mark Odachowski, owner/ R.D. Hand & Associates; applicant & planner

GENERAL COMMENTS:

A. In order to obtain a Building Permit, the applicant must submit the following to the Department:
   1. Submit a complete Building Permit application, along with the initial fee of $300.00 made payable to "Worcester County",
   2. Submit four (4) sets of complete construction plans (footing, foundation, framing, floor plan and building elevations (front, rear and sides). The construction plans must be sealed by an architect. The plans must be prepared in accordance with the applicable International Building Code, Energy Code, and ADA Code;
   3. Submit three (3) sets of the site plan as approved by the Technical Review Committee

B. Once the permit is issued, the applicant must coordinate all necessary inspections with the respective Building/Housing/Zoning Inspector. The Department requires 24 hour notice for all inspections. The inspector, once on site, may require special or additional inspections than normal.

C. **In order to obtain a Certificate of Use and Occupancy, all of the necessary inspections must be completed and approved by the various inspections agencies (building, zoning, plumbing, electrical, water, sewage, health, roads, etc.). Two sets of As-Builts (illustrating all lighting, landscaping, parking, signs and etc.) must be submitted at least one week prior to the anticipated occupancy of the building, structure or use of land activity. The Department has 48 hours from the last inspection in which to process a Certificate of Use and Occupancy. Please note that it is unlawful to occupy (employees or patrons) a structure without benefit of a Certificate of Use and Occupancy.**

SPECIFIC COMMENTS:
This project is subject to, but not limited to, the following sections of the Zoning and Subdivision Control Article:

ZS 1-210	
ZS 1-305	Lot requirements generally
ZS 1-306	Access to structures
ZS 1-317	Commercial development, industrial development and industrial parks
ZS 1-319	Access and traffic circulation requirements
ZS 1-320	Off-street parking areas
ZS 1-321	Off-street loading spaces
ZS 1-322	Landscaping and buffering requirements
ZS 1-323	Exterior lighting
ZS 1-324	Signs
ZS 1-325	Site plan review
ZS 1-326	Classification of highways
ZS 1-327	Additional setbacks from drainage ditches and stormwater management facilities

1. Per the deed dated January 24, 2020, Tax Map 26, Parcel 167, Lots 18 & 19, Tax Map 26, Parcel 396 and Tax Map 26, Parcel 164, Lots 10-17, were transferred separately and have been transferred separately throughout the history of the parcels. The existing rentals on Parcel 164 were viewed as a part of the existing park on Parcel 396. If the manufactured homes on Parcel 164 will not be considered a portion of this park, a separate rental license will be necessary for those dwellings.
2. A boundary line adjustment will be necessary to separate the northerly section of Parcel 191 from the southerly section, currently containing the single family dwelling.
3. Additionally, demolition permits will be required for the demolition of the existing dwellings on Parcel 193;
4. As a reminder, the Planning Commission may require the existing portion of the park comply with all or part of the ZS1-314(c)
5. Please provide density calculations as referenced in ZS 1-314(c)(2)
6. Although they are to scale, please document the setbacks for the manufactured home lots;
7. Per ZS 1-314(c)(7), 10,000 square feet of recreation area is required and 30,000 square feet has been provided on the plan. Please note the type of recreation area provided; for example within the 10,000 square feet of recreation area, there will be a pool, playground, picnic area, walking trail, etcetera.
8. Also, please identify the square and circle identified near the proposed pool;
9. All recreation areas shall be separated from any adjacent vehicular travelway by a vegetated or man-made barrier per ZS 1-314(e)(7). Please provide some form of vegetation or barrier along the easterly and southerly side of the recreation area;
10. Please be advised that all boundary lines for the park and each individual lot must be monumental in accordance with Title 2 of the Subdivision Regulations, per ZS 1-314(c)(8);
11. In respect to landscaping, the dense landscaping provided along the easterly side of the proposed expansion far exceeds the requirements. According to aerials it appears there is an

existing tree line along what will be the southerly property line with existing Parcel 191 Lot C. Although not required, it may be beneficial to indicate that this tree line will remain as a screening mechanism.

12. Also in reference to screening, per ZS 1-322(e)(6) all manufactured home parks located along collector roads, require screening. Please confirm the proposed landscaping will be dense enough to provide a complete visual barrier once the vegetation reaches maturity. In the even further plantings are needed to meeting the screening requirements, as defined in ZS 1-322(e)(1), please add additional plantings.
13. Please add a note on the plan indicating each manufactured home lot will be allocated a minimum of 2 parking spaces of the appropriate size per ZS 1-320;
14. Please provide two bicycle racks for the outdoor recreation space per ZS 1-320 and meeting the requirements indicated in 1-320(f)(12);
15. Additionally, please either convert one of the provided parking spaces for the recreation area to a van accessible ADA space, or provide a separate van accessible space; also ensure all required ADA signage and curb cuts are noted on the plan.
16. Referencing the parking spaces allocated for the recreation area, please add a note indicating they will be demarcated and contain parking bumpers as required by 1-320(f)(4)&(5)
17. Please provide the general location of the property by use of an insert vicinity map as required by ZS 1-325(e)(3)G. and include the zoning designation, current use, Tax Map, Parcel and property owner's names for the lands across Old Bridge Road and to the westerly side of the Parcel 191 (as completed with the parcels on the easterly side of Parcel 193);
18. Signage will be addressed at the time of permitting; all signage shall be in accordance with the provisions of §ZS 1-324;
19. In accordance with §ZS 1-322(g), a maintenance and replacement bond for required landscaping is mandatory for a period not to exceed two years in an amount not to exceed one hundred and twenty-five percent of the installation cost. A landscape estimate from a nursery will be required to be provided at permit stage to accurately determine the bond amount;
20. Please add the following statement with a signature block for the property owner to sign prior to signature approval: "As the property owner/developer, I am in full agreement with the site plan submitted herewith, and I am responsible for the completion of the improvements as shown on the approved site plan, and I understand that I cannot allow the property or building to be occupied until a Certificate of Use and Occupancy has been issued by the Department of Development, Review and Permitting."
21. All roads shall comply and be constructed in accordance with a County road specification for campground subdivisions in accordance with ZS 1-314(c)(11). Written approval will be necessary from the Department of Public Works, County Roads Division prior to review and approval by the Planning Commission. Additional information on the proposed construction of the internal roads will be necessary for the Department of Public Works, County Roads Division to conduct their review. Additionally, geo-tech reports will be required during road construction and a bond will be necessary prior to permit issuance. Please contact County Roads for further details; contact information is available on the page with their specific comments.
22. In accordance with §ZS 1-325(e)(3)O. & P., written confirmation that all water and wastewater requirements have been met will be required to be provided from the Department of Environmental Programs and the Department of Public Works prior to signature approval;

23. Written confirmation will also be required from the Dept. of Environmental Programs Natural Resources Division relative to Critical Area and Stormwater Management requirements prior to the Department granting signature approval. Any preliminary approvals associated with these requirements will need to be addressed as applicable prior to the scheduling of this project for Planning Commission review;

Worcester County

Department of Environmental Programs
Environmental Programs Division

Memorandum

To: Technical Review Committee (TRC) for September 9, 2020 Meeting

From: Environmental Programs Staff

Subject: **Major Site Plan: Salt Life Park – TM 26 P 191 & 193**

Date: September 2, 2020

Environmental Programs comments are based on the plans submitted. These comments are subject to change every time a change is made to the plans that affect water and/or sewage for this site.

1. There are outbuildings and an existing house on the property. They should be properly demolished and the well abandoned when property is developed and connected to public utilities.

2. An EDU chart would need to accompany the site plan. The plan would need to identify seventy-eight (78) EDUs needed for the 78 residential units proposed for the project. Identification of the sanitary service area(s) supplying public water and sewer were not provided on the site plan, and this should be included on future plans.

3. This property is not currently allocated sufficient water or sewer EDUs to supply the sanitary needs of the proposed construction. Additional capacity will need to be obtained. For major site plans, the project must have completed the TRC process before applying to the County Commissioners for EDU allocation. The project must have EDU allocation prior to the project applying for final site plan approval from the Planning Commission. An application should be submitted to Michelle Carmean in the Treasurer's Office for the required EDUs.

4. This property owner has an amendment to the *Master Water and Sewerage Plan* to add the portion of the property that is not in the Mystic Harbour sewer planning area.

5. Natural gas is available to this property.

6. If landscaping irrigation is contemplated, backflow prevention will be required.

7. The Plumbing Code is the 2018 International Plumbing Code (IPC). The Gas Code is the 2018 International Fuel Gas Code.

8. Salt Life Park meets the definition of a "mobile home park" in COMAR 10.16.2.01-1.G and is subject all regulations set forth in COMAR 10.16.02. Before a request to approve an expansion to an existing mobile home park state Department of Health operating permit can be approved, a layout plan of the current mobile home park showing campsites needs to the be submitted to Environmental Programs for approval. This is a separate approval process from this local site plan review, and we can work with the owner's representatives to secure this information.

Worcester County

Department of Environmental Programs
Natural Resources Division

Memorandum

To: Worcester County Technical Review Committee

From: Joy S. Birch, Natural Resources Specialist III JB

Subject: September 9, 2020 Technical Review Committee Meeting

Date: August 31, 2020

Salt Life Park – Proposed expansion of a manufactured home park including 34 lots and associated open space, Tax Map 26, Parcels 191 & 193.

Critical Area: This project is located in the Atlantic Coastal Bays Critical Area (ABCA) program boundary designated Intensely Developed Area (IDA) and within the 100' buffer. Please see the following comments:

1. Please add the following note with regards to Natural Resources Code Section NR 3-103 (c)(2): ***In accordance with NR 3-103 (c)(2) being that more than 50% of the site is in the Critical Area, the owner elect to develop the entire property under the Critical Area regulations; therefore, the Forest Conservation law does not apply.***

2. Ensure all items required within a Critical Area site plan NR 3 -109 (d)(1) are provided.

3. Provide a Critical Area Report as defined in NR 3-109 (d)(2).

4. Provide documents that the site the site will meet the 10% pollution reduction requirements. The Department can provide you with a copy if needed.

5. ON sheet CA-1, Buffer establishment plantings are shown. Please note that the Red Maple must be at least a 2" caliper and the Eastern Red Cedar must be at least 6' in height. Also, according to the Worcester County Planting List, Crepe Myrtles are eligible to receive 100 points per tree planted.

6. This Project meets the requirement for the Maryland Critical Area Commission Project Notification parameters, therefore provide additional copies of the plan, Critical Area

Report, 10% rule compliance details and all other important documents when submitted, will be forwarded to Commission Staff for review and comment.

7. Please submit the Critical Area review fee of $ 561.75 for this Major Site Plan.

Stormwater Management & Erosion and Sediment Control:

Stormwater Management & Erosion and Sediment Control:

Concept Plan Approval has been approved for this project. Site development approval is required before this project can proceed to Planning Commission. Final Stormwater approval is required before this Division can provide signature plan approval.

General Provisions:

- All Erosion and Sediment controls should comply with the 2011 Maryland Standards and Specifications for Erosion and Sediment Control.
- All Stormwater Management practices shall be designed to meet the requirements of the 2007 Maryland Stormwater Management Act.
- All projects over one (1) acre shall be required to file for a General Permit / Notice of Intent (NOI) for construction activity through Maryland Department of Environment. This is mandated through the Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES). Any permits to be issued by Worcester County for disturbance that exceeds one acre will not be issued without NOI authorization being obtained prior to.

cc: File;
R. D. Hand & Associates, Inc.;
Jenelle Gerthoffer, NR Administrator;
David Bradford, NR Deputy Director.

Worcester County

Department of Environmental Programs
Natural Resources Division

Memorandum

To:	Technical Review Committee
From:	David Mathers, Natural Resources Planner
Subject:	Forest Conservation & Stormwater Management Review
Date:	September 3, 2020
Date of Meeting:	September 9, 2020
Project:	Salt Life Park
Location:	Old Bridge Road, Tax Map 26; Parcels 191 & 193
Owner/Developer:	Mark Odachowski
Applicant:	R.D. Hand and Associates, Inc.

This project may not be subject to the Worcester County Forest Conservation Law. In accordance with Subtitle I Section 3-103(c)(2) of the Natural Resources Article of the Worcester County Code of Public Laws, this project, having at least fifty percent of the land area within the Atlantic Coastal Bays Critical Area, may be developed entirely under the Critical Area Law. A statement citing the Natural Resources Code should be placed on all new plans for this project.

This project is subject to the Worcester County Stormwater Ordinance. The project has obtained Stormwater Concept Plan approval. Site Design Plan approval must be received prior to this case going to the Planning Commission.

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

LAND PRESERVATION PROGRAMS
STORMWATER MANAGEMENT
SEDIMENT AND EROSION CONTROL
SHORELINE CONSTRUCTION
AGRICULTURAL PRESERVATION
ADVISORY BOARD

WELL & SEPTIC
WATER & SEWER PLANNING
PLUMBING & GAS
CRITICAL AREAS
FOREST CONSERVATION
COMMUNITY HYGIENE

MEMORANDUM

DATE: March 11, 2020

TO: Applicant

FROM: Jenelle Gerthoffer, Natural Resources Administrator

SUBJECT: Stormwater/Sediment Erosion Control Plan/Permit

Please note, if a Stormwater plan is approved by this office and does not include phasing, the corresponding permit can only receive Stormwater Final approval once all improvements are completed and the entire site is stabilized. This includes properties which have multiple Building or Zoning permits associated with the Stormwater plans. If a Stormwater Bond is required per the permit, the bond will only be released once a Stormwater Final approval takes place.

Additionally, if pervious pavement (i.e. asphalt, concrete) is proposed as a Stormwater Best Management Practice (BMP), an engineer will be required to ensure that this BMP is installed per the approved plan and the correct sequence is detailed on approved plans. Furthermore, all site disturbance must be stabilized prior to beginning the BMP installation process to avoid any contamination or performance issues. If components of the BMP become contaminated, excavation may be required. A detail/schematic must be site specific and reflect how associated sub drains are connected to piping and also illustrate all material being used in subgrade when using this BMP.

If you have any questions, please feel free to contact the Natural Resources Administrator, Jenelle Gerthoffer, at (410) 632-1220, ext. 1147.

Citizens and Government Working Together

MARYLAND DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ADMINISTRATION

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor
Gregory Slater
Secretary
Tim Smith, P.E.
Administrator

September 1, 2020

Ms. Jessica Edwards
Department of Developing, Review, and Planning
Worcester County Government Center
One West Market Street, Room 1201
Snow Hill MD 21863

Dear Ms. Edwards:

Thank you for the opportunity to review the major site plan for the proposed Salt Life Park manufactured home park expansion, located on the southerly side of MD 707A, approximately 435 feet east of Greenridge Lane Road, in Worcester County. The Maryland Department of Transportation State Highway Administration (MDOT SHA) has reviewed the plans, and we are pleased to respond.

This major site plan proposes a 34-lot expansion of an existing manufactured home park. As this is an expansion of an existing development, District 1 is requiring that the number of access points on MD 707A be limited to 1, and the existing 75 ft wide, dirt access to the west be closed off, leaving the 2nd park entrance to serve as the sole entrance on MD 707A. Once the existing 75ft access is closed, widening for a partial deceleration lane will be required at the 2nd park entrance. Sidewalk will be required along the property frontage, and the 2nd park entrance will need to be reconstructed to meet MDOT SHA Standards. A Commercial Access Permit is required for this project, which can be obtained through the District 1 Access Management Department (please see the attachment for Commercial Access Permit plan review requirements).

If you have any questions or require additional information please contact Mr. Daniel Wilson, District 1 Access Management Regional Engineer, at 410-677-4048, by using our toll free number (in Maryland only) at 1-800-825-4742 (x4048), or via email at dwilson12@mdot.maryland.gov. He will be happy to assist you.

Sincerely,

Dale B. Shah /for

James W. Meredith
District Engineer

Attachment

cc: Mr. Dallas Baker, D-1 Assistant District Engineer-Project Development, MDOT SHA
Mr. Jeff Fritts, D-1 Access Management Inspector, MDOT SHA
Mr. Rodney Hubble, Resident Maintenance Engineer-Snow Hill Shop, MDOT SHA
Mr. Tony Turner, Assist. Resident Maintenance Engineer-Snow Hill Shop, MDOT SHA
Mr. Daniel Wilson, D-1 Access Management Regional Engineer, MDOT SHA

MARYLAND DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ADMINISTRATION

Larry Hogan
Governor

Boyd K. Rutherford
Lt. Governor

Gregory Slater
Secretary

Tim Smith, P.E.
Administrator

Needed for Initial Plan Review Submittal

- Make sure all the requirements of the county/local jurisdiction have been fulfilled.
- The initial submittal should contain: four sets of plans, two sets of the Stormwater Management Report, and a CD containing the plans and supporting documentation in PDF format; mailed directly to Mr. James W. Meredith at 660 West Road, Salisbury, MD 21801, attention of Mr. Daniel Wilson.
- If you are unable to make a hard copy submission or would prefer to submit electronically, you can make an electronic project submittal by logging into: https://mdotsha.force.com/accesspermit/login?ec=302&inst=1B&startURL=%2Faccesspermit.
- The MDOT SHA Plan submittal should include a **Cover Sheet**, an **Existing Conditions/Sediment Control/Demolition Plan Sheet** (with a sequence of construction), a **Site/Utility/Landscape Plan Sheet** (with color coding of all utilities in plan view, according to the Miss Utility color code and illustrations of all landscaping proposed in the MDOT SHA right of way), an **Entrance Plan Sheet**, a **Stormwater Management/Grading Plan Sheet**, a **Signing and Pavement Marking Sheet**, and a **Cross Sections Sheet**. The plan sheets aren't required to be sequenced in this order, but the information generally provided on these sheets needs to be depicted in the plan set in some format.
- Please keep in mind that you can view the project status and identify who conducted the review process via the SHA Access Management web page http://www.roads.maryland.gov/pages/amd.aspx.
- Please consult the MDOT SHA Access Manual for Entrance and Design specifications, at: https://www.roads.maryland.gov/index.aspx?PageId=393.
- If you have any questions, please contact Daniel Wilson, Access Management Regional Engineer. See below for contact information.

Thanks,

Daniel Wilson
Maryland Department of Transportation
State Highway Administration
Regional Engineer
Access Management
District 1
660 West Road
Salisbury, MD 21801

Office: 410-677-4048
Cell: 410-251-9571
Email: dwilson12@mdot.maryland.gov

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: Jennifer Kenner, Deputy Director DRP
FROM: Frank J. Adkins, Roads Superintendent FA
DATE: September 1, 2020
SUBJECT: TRC Meeting – September 9, 2020

Section 1-325 Site Plan Review

A. Salt Grass Point Farms Mini Storage

1. No comments at this time - this project borders State Highway.

B. Salt Life Park

1. Reserve comments pending review of construction drawings.

cc: John H. Tustin, P.E.

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WORCESTER COUNTY
DEPARTMENT OF PUBLIC WORKS
WATER & WASTEWATER DIVISION
INTEROFFICE MEMORANDUM

TO: Jennifer K. Keener, Deputy Director
Development Review and Permitting

FROM: John S. Ross, P.E., Deputy Director

DATE: September 3, 2020

SUBJECT: TRC Meeting – September 9, 2020

Site Plan Review

A. Salt Grass Point Farms Mini Storage – Proposed construction of seven buildings containing 75,919 square feet of mini storage and associated office, associated with a proposed two lot subdivision, located at on the easterly side of Stephen Decatur Highway (MD Route 611), approximately 410 feet south of Snug Harbor Road, Tax Map 33, Parcels 136, District 10, C-2 General Commercial District, Salt Grass Farms LLC., owner / R.D. Hand & Associates; applicant & planner;

   1. In the General Notes on the first drawings was a reference to Water, Sewer, Stormwater and S.E.S.C. Plans that were not provided. No comments can be provided without that information.

B. Salt Life Park – Proposed expansion of a manufactured home park including 34 lots and associated open space, located on the southerly side of Old Bridge Road (MD Route 707), approximately 435 feet east of Greenridge Lane Road, Tax Map 26, Parcels 191 and 193, District 10, R-4 General Residential District, Mark Odachowski, owner/ R.D. Hand & Associates; applicant & planner

   1. Confirm needed EDUs assigned to the project
   2. Reserve further comments pending receipt of utility construction drawing(s)

cc: John H. Tustin, P.E. Director

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1003
SNOW HILL, MARYLAND 21863-1194
TEL: 410-632-5666
FAX: 410-632-5664

TECHNICAL REVIEW COMMITTEE COMMENTS

PROJECT: **Salt Life Park** TRC #: **2020484**
LOCATION: **Tax Map 26; Parcel 191 & 193**
CONTACT: **Mark Odachowski**
MEETING DATE: **September 9, 2020** COMMENTS BY: **Matthew Owens**
Chief Deputy Fire Marshal

As you requested, this office has reviewed plans for the above project. Construction shall be in accordance with applicable Worcester County and State of Maryland fire codes. This review is based upon information contained in the submitted TRC plans only, and does not cover unsatisfactory conditions resulting from errors, omissions or failure to clearly indicate conditions. A full plan review by this office is required prior to the issuance of a building permit. The following comments are noted from a fire protection and life safety standpoint.

Scope of Project

Proposed expansion of a manufactured home park including 34 lots and associated open space.

General Comments

1. A water supply for fire protection shall be identified indicating the following:

    a. Water Source
    b. Engineering study for reliability of water source
    c. Size (in gallons) of water source
    d. Replenishment of water supply
    e. Diameter of in ground pipe
    f. Number of hydrants
    g. Location of hydrants
    h. Roadway width and surface types
    i. Distance from hydrant to roadway

2. If public water source, approved plans by the public works department.

3. Water source plans must be approved prior to recording of plat.

4. Fire hydrants shall be located within 3 ft. of curb line. Placement of fire hydrants shall be coordinated with this office prior to installation.

5. Obstructions shall not be placed or kept near fire hydrants, fire department inlet connections, or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately visible and accessible.

6. All underground water mains and hydrants **shall be installed, completed, and in service** prior to construction work or as soon as combustible material accumulates, whichever comes first. A stop work order will be issued if fire hydrants are not in service prior to construction work start.

7. Fire Lanes shall be provided at the start of a project and shall be maintained throughout construction. Fire lanes shall be not less than 20 ft. in unobstructed width, able to withstand live loads of fire apparatus, and have a minimum of 13 ft. 6 in. of vertical clearance. Fire lane access roadways must be established prior to construction start of any structure in the project. Failure to maintain roadways throughout the project will be grounds to issue stop work orders until the roadway access is corrected.

8. Coordinate 9-1-1 addressing with Worcester County Department of Emergency Services (410) 632-1311.

Specific Comments

1. All new single-family homes shall be protected by an automatic suppression system in accordance with NFPA 13D.

2. Plans shall be provided on the proposed water system to be provided for fire protection.

3. No further comments at this time.

WORCESTER COUNTY TECHNICAL REVIEW COMMITTEE

Department of Development Review & Permitting
Worcester County Government Center
1 W. Market St., Room 1201
Snow Hill, Maryland 21863
410-632-1200, Ext. 1151
pmiller@co.worcester.md.us

****

Project: Salt Life Park
Date: 9/9/2020
Tax Map: 26 Parcel: 191 & 193 Section: Lot:

Site specific comments

1. Manufactured homes built after 7/1/2015 to be equipped with fire suppression system.

2. Any future amenities will require permits.

There is not enough information provided at this time to provide additional comments.

RECEIVED
JUN 08 2021
Worcester County Admin

Worcester County

Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: **Lewis Road Sewer Extension**
Project Financing Update and Presentation of Funding Scenarios

Date: June 7, 2021

Following up to our meeting with the community residents at the end of April 2021 and in consideration of the efforts of the community leaders to communicate the project to residents and property owners who were not at the meeting, we are here today to present the following information:

The County Commissioners authorized the Department of Public Works (DPW) to contract out and prepare a Preliminary Engineering Report (PER) for the potential connection project and that report was reviewed with the County Commissioners at their meeting on January 16, 2018. At that meeting, staff requested that the Commissioners approve the report and allow staff to move forward with investigating funding for the project. Approval was then given to proceed with investigation of funding for Alternative I, which was the installation of a gravity sewer system and central grinder pump station.

This project was scoped to realize the connection of the Lewis Road community properties to public sewer at the Landings WWTP, where the residents have wastewater capacity reserved for existing uses on the subject properties. This community has already been connected to public water in a prior effort.

The USDA offer letter of conditions is attached. Total project cost is $1,980,000. Proposed project funding is a loan in the amount $500,000 at an interest rate of 1.375% for 40 year term, and a grant of $1,480,800. We have also attached financing scenarios for the community that involve additional funding for various aspects of the project to supplement the USDA funding.

From previous meetings and discussions with the community, affordability was issue #1 with the residents. The different financing scenarios were developed by staff in consultation with County Administration and our funder agencies for consideration by the County Commissioners to supplement the USDA offer and make the connection project more financially attractive to the community. As noted above, staff, including Commissioners Purnell and Mitrecic, met with the community in April and they were given a deadline to come back to the County at the second County Commissioners meeting in June 2021 to register their acceptance of the connection project funding offer.

In this end, we would like to discuss the following with the County Commissioners:

1. The decision to go ahead and accept the USDA financing package. This would involve communication with our USDA Rural Development Agency contacts. The local Agency office would like to lock in the funding for this project with the current interest rate and within their project funding schedule. We would not be obligated until final document execution is returned to the local office after our local public hearing on the project.
2. The use of County funding for a one time grant to assist with construction costs on the homeowner side of the cleanout for connection of existing properties to sewer and the proper abandonment of existing septic systems.
3. The use of Stimulus money to cover the loan repayment included in the USDA project financing package.

The construction of the sanitary facilities to serve the Lewis Road community would need a public hearing scheduled in accordance with Section PW 5-307 of the Public Works Article. I have forwarded a draft advertisement in electronic format to Mr. Young and the draft announcement is attached to this memo. This advertisement can be amended pending a decision on the project and the final proposed funding scenario chosen.

Members of the Water and Sewer Committee will be available to discuss this matter with you and the County Commissioners at your convenience. Should you have any questions or require future information in the interim, please do not hesitate to contact me.

Attachments

1. USDA Offer Letter
2. Maps for the Proposed Sewer Extension/Project Area
3. Lewis Road Project Financing Scenarios
4. Proposed Advertisement for the Legal Agreement

cc: Water and Sewer Committee

USDA
United States Department of Agriculture

March 15, 2021

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

SUBJECT: Recipient Name: County Commissioners of Worcester County
Project Name: Lewis Road Sewer Extension
Wastewater Application
CFDA NUMBER – 10.760

Loan: $ 500,000
Grant: $1,480,000

Dear Mr. Mitrecic:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan and grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development, both of which are referred to throughout this letter as the Agency. Any changes in project cost, source of funds, scope of project, or any other significant changes in the project or applicant must be reported to and concurred with by the Agency by written amendment to this letter. If significant changes are made without obtaining such concurrence, the Agency may discontinue processing of the application.

All conditions set forth under Section III – Requirements Prior to Advertising for Bids must be met within 180 days of the date of this letter. If you have not met these conditions, the Agency reserves the right to discontinue the processing of your application.

If you agree to meet the conditions set forth in this letter and desire further consideration be given to your application, please complete and return the following forms within 10 days:

Form RD 1942-46, "Letter of Intent to Meet Conditions"
Form RD 1940-1, "Request for Obligation of Funds"
RUS Bulletin 1780-12, "Water and Waste System Grant Agreement"

The loan and grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds," is signed by the approving official. Thus, this letter in itself does not constitute loan and/or grant approval, nor does it ensure that funds are or will be available for the project. When funds are available, Form RD 1940-1 will be provided to you for your signature.

Rural Development • Delaware Maryland State Office
1221 College Park Drive • Dover, Delaware 19904
Voice (302)857-3625 • Fax (855)389.2243
USDA is an equal opportunity provider, employer, and lender.

After you sign and return the form to the Agency, the request will be processed and loan and grant funds will be approved and obligated.

Extra copies of this letter are being provided for use by your engineer, attorney, bond counsel and accountant. All parties may access information and regulations referenced in this letter at our website located at www.rd.usda.gov.

The conditions are as follows:

SECTION I - PROJECT DETAIL

1.1 Project Description – Funds will be used to providing funding for the Lewis Road Sewer Extension project and is intended to construct a gravity sewer system and pump station to connect 46 residential and 3 commercial users to The Landings WWTP.

Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies. The proposed facility design must be based on the Preliminary Engineering Report (PER) as concurred with by the Agency.

1.2 Project Funding – The Agency is offering the following funding for your project:

Agency Loan -	$ 500,000
Agency Grant -	$ 1,480,000
TOTAL PROJECT COST -	$ 1,980,000

This funding is offered based on the amounts stated above. Prior to loan closing, any non-Agency funding received for this project will be applied first as a reduction to Agency grant funds, up to the total amount of the grant, and then as a reduction to Agency loan funds.

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary. Prior to advertisement for construction bids, you must provide evidence of applicant contributions and approval of other funding sources. This evidence should include a copy of the commitment letter. Agency funds will not be used to pre-finance funds committed to the project from other sources.

1.3 Project Budget – Funding from all sources has been budgeted for the estimated expenditures as follows:

Project Costs:	Total Budgeted:
Construction	$1,600,000
Contingency	$ 160,000

Engineering Fees	$ 170,000	
Includes:		
Design		$ 40,000
Construction Administration		$ 55,000
Resident Project Representation (Inspection)		$ 75,000
Land and Rights-of-Way	$ 10,000	
Legal Fees - Local Attorney	$ 15,000	
Legal Fees - Bond Counsel	$ 25,000	
TOTAL	$1,980,000	

Obligated loan or grant funds not needed to complete the proposed project will be deobligated prior to start of construction. Any reduction will be applied to grant funds first. An amended letter of conditions will be issued for any changes to the total project budget.

SECTION II – LOAN AND GRANT TERMS

2.1. Repayment – The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing, unless you request otherwise. Should the interest rate be reduced, the payment will be recalculated to the lower amount.

Your loan will be scheduled for repayment over a period of 40 years. Payments will be equal quarterly amortized installments, beginning three months after closing. For planning purposes, use a 1.25% interest rate and an amortization factor of 7.96, which provides for a quarterly payment of $3,980. The precise payment amount will be based on the interest rate at which the loan is closed and may be different than the one above.

The payment due date will be established as the day that the loan closes. Due dates falling on the 29th, 30th, and 31st day of the month will be avoided.

2.2. Security – The loan will be secured by a General Obligation bond with first lien position in the amount of $500,000. The bond will be fully registered as to both principal and interest in the name of the United States of America, Acting through the United States Department of Agriculture.

The Borrower should be aware that a recognized Bond Counsel must be employed to prepare all bond documents. The Bond Counsel should be instructed to provide the RUS Loan Specialist with two copies of the following, prior to the start of any construction:

1. Form of the Bond.
2. Form of the Bond Resolution specifying the details of the bond.
3. Form of the Bond Counsel's Opinion regarding the validity of the bond and its exemption from Federal and State income taxation. The draft opinion must disclose the name of the recognized Bond Counsel.

The Bond Counsel should be instructed to prepare all documents in accordance with RUS Instruction 1780.80 through 1780.95. Two copies of the complete bond transcript must be given to RUS at the time the bond is issued.

The bond and any ordinance or resolution relating thereto must not contain any provision in conflict with the Agency Loan Resolution, applicable regulations, or its authorizing law. In particular, there must be no defeasance or refinancing clause in conflict with the graduation requirements of 7 U.S.C. 1983.

Additional security requirements are contained in RUS Bulletin 1780-12, "Water and Waste System Grant Agreement," and RUS Bulletin 1780-27, "Loan Resolution (Public Bodies)." A draft of all security instruments, including draft bond resolution, must be reviewed and concurred in by the Agency prior to advertising for bids. The bond resolution and Loan Resolution must be duly adopted and executed prior to loan closing. The Grant Agreement must be fully executed prior to the first disbursement of grant funds.

2.3 Electronic Payments – Payments will be made on the day your payment is due through an electronic preauthorized debit system. You will be required to complete Form RD 3550-28, "Authorization Agreement for Preauthorized Payments," for all new and existing indebtedness to the Agency prior to loan closing. It will allow for your payment to be electronically debited from your account on the day your payment is due.

2.4 Construction Completion Timeframe - All projects must be completed, and all funds disbursed within five years of obligation. Construction of projects should begin within a year of obligation and be completed within 3 years for all but the most complicated projects. If funds are not disbursed within five years of obligation, you must submit to the Agency a written request for extension of time with adequate justification of circumstances beyond your control. Requests for waivers beyond the initial extension will be submitted to the Assistant Administrator for concurrence decision.

2.5 Disbursement of Agency Funds - You will need to submit an Account Summary once every 30-days. The Account Summary will include the project expenses incurred for a 30-day period. Agency funds will be disbursed into the borrower's depository account through an electronic transfer system. SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed and submitted to the Agency prior to advertising for bids.

Any applicant contribution will be the first funds expended, followed by other funding sources. Interim financing or Agency loan funds will be expended after all other funding sources unless a written agreement is reached with all other funding sources on how funds are to be disbursed prior to start of construction or loan closing, whichever occurs first. Interim financing funds or Agency loan funds must be used prior to the use of Agency grant funds. The Grant Agreement must not be executed, and funds must not be disbursed prior to loan funds except as specified in RUS Instruction 1780.45(d). In the unlikely event the Agency mistakenly disburses funds, the funds will be remitted back to the Agency electronically.

Grant funds are to be deposited in an interest-bearing account (exception provided below) in accordance with 2 CFR Part 200 and interest in excess of $500 per year remitted to the Agency. The funds should be disbursed by the recipient immediately upon receipt and there should be little interest accrual on the Federal funds. Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless:

a. The recipient receives less than $120,000 in Federal awards per year.

b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on Federal cash balances.

c. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.

d. A foreign government or banking system prohibits or precludes interest-bearing accounts.

2.6 Reserves – Reserves must be properly budgeted to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency maintenance and repairs and assist with debt service should the need arise. The following reserves are required to be established as a condition of this loan:

Short-Lived Asset Reserve –You must establish a short-lived asset reserve fund. It is your responsibility to assess your facility's short-lived asset needs on a regular basis and adjust the amount deposited to meet those needs.

Current assets can also be used to establish and maintain reserves for expected expenses, including but not limited to operation and maintenance, deferred interest during the construction period, and an asset management program.

SECTION III –REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS

3.1 Environmental Requirements – At the conclusion of the proposal's environmental review process, specific action(s) were determined necessary to avoid or minimize adverse environmental impacts. As outlined in the Environmental Report dated November 2019, the following action is required for successful completion of the project and must be adhered to during project design and construction:

NONE

3.2 Engineering Services – You have been required to complete an Agreement for Engineering Services, which should consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance," or other approved form of agreement. You must select an engineer using the process described in 7 CFR 1780.39(b), which

is based on the requirements of the Qualifications Based Selection Process (QBS). This process involves public announcement (typically this involves a Request for Qualifications or RFQ) of all requirements for engineering services and negotiation of contracts on the basis of demonstrated competence and qualifications for the type of professional services required at a fair and reasonable price. The basis for determining whether a firm has demonstrated competence and qualifications should include the following:

- Is licensed to perform the required services in the State or jurisdiction
- Has a record of successful completion of similar projects
- Has the capacity to deliver products in a timely manner, and
- Has access to sufficient technical resources

If you obtained the services of an engineer prior to issuance of this Letter of Condition, we have the responsibility of determining if you have met the intent of procuring the engineering services properly. You will need to provide written documentation of the selection process.

Once the procurement process of the engineer has been completed, then an agreement should be prepared for the engineering services using EJCDC documents and our Bulletins 1780-26 and 1780-35. The Agency will provide concurrence prior to advertising for bids and must approve any modifications to this agreement.

3.3 Positive Processing Schedule: A positive processing schedule from the Borrower concerning advertisements and construction commencement must be submitted to the RUS within 30 days of being notified of the availability of funding.

3.4 Contract Documents, Final Plans, and Specifications

a. The contract documents must consist of the EJCDC construction contract documents as indicated in RUS Bulletin 1780-26 or other Agency-approved forms of agreement.

b. The contract documents, final plans, and specifications must comply with RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections, and must be submitted to the Agency for concurrence prior to advertising for bids along with an updated cost estimate. The Agency may require another updated cost estimate if a significant amount of time elapses between the original submission and advertising for bids.

c. The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency. RUS Bulletin 1780-34 provides Guidance for Using Competitive Sealed Bids Process for the Water and Waste Disposal Program.

d. **American Iron and Steel Requirements**. Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent

statutes mandating domestic preference applies a new American Iron and Steel (AIS) requirement to obligations made after May 5, 2017:

(1) No Federal funds made available for this fiscal year for the rural water, wastewater, waste disposal, and solid waste management programs authorized by the Consolidated Farm and Rural Development Act (7 U.S.C. 1926 et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public water or wastewater system unless all of the iron and steel products used in the project are produced in the United States.
(2) The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
(3) The requirement shall not apply in any case or category of cases in which the Secretary of Agriculture (in this section referred to as the "Secretary") or the designee of the Secretary finds that—
   (a) applying the requirement would be inconsistent with the public interest;
   (b) iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
   (c) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.
(4) Owners are ultimately responsible for compliance with AIS requirements and will be responsible for the following:
   (a) ***Signing*** loan resolutions, grant agreements and letters of intent to meet conditions which include AIS language, accepting AIS requirements in those documents and in the letter of conditions.
   (b) ***Signing*** change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby ***acknowledging*** responsibility for compliance with American and Iron Steel requirements.
   (c) ***Obtaining*** the certification letters from the consulting engineer upon substantial completion of the project and ***maintaining*** this documentation for the life of the loan.
   (d) Where the owner provides their own engineering and/or construction services, ***providing*** copies of engineers', contractors', and manufacturers' certification letters (*as applicable*) to the Agency to insert into the Agency file. All certification letters must be kept in the engineer's project file and on-site during construction. For Owner Construction (Force Account), all clauses from Section 17 must be included in the Agreement for Engineering Services.
   (e) Where the owner directly procures AIS products, ***including*** AIS clauses in the procurement contracts and ***obtaining*** manufacturers' certification letters and ***providing*** copies to consulting engineers and contractors.

e. Affirmative steps shall be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

1. Include qualified small and minority businesses on solicitation lists.

2. Assure that small and minority businesses are solicited whenever they are potential sources.

3. When economically feasible, divide total requirements into small tasks or quantities so as to permit maximum small and minority business participation.

4. Where the requirement permits, establish delivery schedules, which will encourage participation by small and minority businesses.

5. Use the services and assistance of the Small Business Administration and the Office of Minority Business Enterprise of the Department of Commerce.

6. If any subcontracts are to be let, require the prime contractor to take the affirmative steps in the above paragraphs (a) through (e) of this section.

f. Owners shall take similar appropriate affirmative action in support of women's businesses.

g. Owners are encouraged to procure goods and services from labor surplus areas.

h. Owners shall submit a written statement or other evidence to RUS of the steps taken to comply with the above paragraphs of this section.

3.5 Legal Services – You have been required to execute a legal services agreement with your attorney and bond counsel, if applicable, for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, with a "not to exceed" amount for the services, including reimbursable expenses. RUS Bulletin 1780-7, "Legal Services Agreement," or similar format may be used. The Agency will provide concurrence prior to advertising for bids. Any changes to the fees or services spelled out in the original agreement must be reflected in an amendment to the agreement and have prior Agency concurrence.

3.6 Property Rights - Prior to advertising for bids, you and your legal counsel must furnish satisfactory evidence that you have or can obtain adequate continuous and valid control over the lands and rights-of-way needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Such control over the lands and rights will be evidenced by the following:

a. **Right-of-Way Map** – Your engineer will provide a map clearly showing the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.

b. **Form RD 442-20, "Right-of-Way Easement"** – This form may be used to obtain any necessary easements for the proposed project.
c. **Form RD 442-21, "Right-of-Way Certificate"** – You will provide a certification on this form that all right-of-way requirements have been obtained for the proposed project.
d. **Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way"** – Your attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title.
e. **Preliminary Title Work (Title Opinion Public Body)** – Your attorney will provide a preliminary title opinion for any property related to the facility, currently owned and to be acquired, along with copies of deeds, contracts or options for purchasing said property. Form RD 1927-9, "Preliminary Title Opinion," may be used.

The approving official may waive title defects or restrictions, such as utility easements, that do not adversely affect the suitability, successful operation, security value, or transferability of the facility. Any such waivers must be provided by the approving official in writing prior to closing or the start of construction, whichever occurs first.

You are responsible for the acquisition of all property rights necessary for the project and for determining that prices paid are reasonable and fair. The Agency may require an appraisal by an independent appraiser or Agency employee in order to validate the price to be paid.

3.7 System Policies, Procedures, Contracts, and Agreements – The facility must be operated on a sound business plan. You must adopt policies, procedures, and/or ordinances outlining the conditions of service and use of the proposed system. Mandatory connection policies should be used where enforceable. The policies, procedures, and/or ordinances must contain an effective collection policy for accounts not paid in full within a specified number of days after the date of billing. They should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees. A draft of these policies, procedures, and/or ordinances must be submitted for Agency review and concurrence, along with the documents below, before closing instructions may be issued unless otherwise stated.

a. **Conflict of Interest Policy** – Prior to obligation of funds, you must certify in writing that your organization has in place an up-to-date written policy on conflict of interest. The policy will include, at a minimum: (1) a requirement for those with a conflict or potential conflict to disclose the conflict/potential conflict; (2) a clause that prohibits interested members of the applicant's governing body from voting on any matter in which there is a conflict, and (3) a description of the specific process by which the governing body will manage identified or potential conflicts.

   You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Disclosure must be in the form of a written letter signed and dated by the applicant's official. A negative disclosure in the same format is required if no conflicts are anticipated.

Sample conflict of interest policies may be found at the National Council of Nonprofits website, https://www.councilofnonprofits.org/tools-resources/conflict-of-interest, or in Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy," at http://www.irs.gov/pub/irs-pdf/i1023.pdf. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

Assistance in developing a conflict of interest policy is available through Agency-contracted technical assistance providers if desired.

b. **Sewer User Agreement** – Projects not involving mandatory connection require users to execute a Sewer Users Agreement. The draft agreement must receive RD concurrence prior to advertising for bids. RUS Bulletin 1780-9, "Water Users Agreement," or similar format may be used.

Fully executed copies of any policies, procedures, ordinances, contracts, or agreements must be submitted prior to loan closing, with the exception of the conflict of interest policy, which must be in place prior to obligation of funds.

3.8 Closing Instructions – The Agency will prepare closing instructions as soon as the requirements of the previous paragraphs are complete, as well as a draft of the security instrument(s). Closing instructions must be obtained prior to advertising for bids.

3.9 Interim Financing – For all loans exceeding $500,000, where loan funds can be borrowed at reasonable interest rates on an interim basis from commercial sources for the construction period, such interim financing will be used to preclude the necessity for multiple advances of Agency loan funds. You must provide the Agency with a copy of the interim loan financing agreement for review prior to advertising for bids. The Agency approving official may make an exception when interim financing is cost prohibitive or unavailable. Grant funds from the Agency will be disbursed by multiple advances through electronic transfer of funds after interim financing or Agency loan funds are expended, in accordance with RUS Instruction 1780.45.

3.10 Construction Account – You must establish a construction account for all funds related to the project. Construction funds will be deposited with an acceptable financial institution or depository that meets the requirements of 31 CFR Part 202. A separate account will not be required for Federal funds and other funds; however, the recipient must be able to separately identify, report, and account for all Federal funds, including the receipt, obligation and expenditure of funds. Financial institutions or depositaries accepting deposits of public funds and providing other financial agency services to the Federal Government are required to pledge adequate, acceptable securities as collateral, in accordance with 31 CFR Part 202. All funds in the account will be secured by a collateral pledge equaling at least 100% of the highest amount of funds expected to be deposited in the construction account at any one time. Your financial institution can provide additional guidance on collateral pledge requirements.

Agency funds will be disbursed into the borrower's depository account through an electronic transfer system. SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed and submitted to the Agency prior to advertising for bids.

3.11 **System Users** – This letter of conditions is based upon your indication at application that there will be at least 160 residential users, 4 non-residential users, users on the existing system when construction is completed.

Before the Agency can agree to the project being advertised for construction bids, you must certify that the number of users indicated at application are currently using the system or signed up to use the system once it is operational.

If the actual number of existing and/or proposed users that have signed up for service is less than the number indicated at the time of application, you must provide the Agency with a written plan on how you will obtain the necessary revenue to adequately cash flow the expected operation, maintenance, debt service, and reserve requirements of the proposed project (e.g., increase user rates, sign up an adequate number of other users, reduce project scope, etc.). Similar action is required if there is cause to modify the anticipated flows or volumes presented following approval.

If you are relying on mandatory connection requirements, you must provide evidence of the authorizing ordinance or statute along with your user certification.

a. **Positive Program to Encourage Connections** – You must provide a positive program to encourage connection by all users as soon as service is available. The program will be reviewed by the Agency prior to advertising for bids. A guide for developing your positive program is available from the Agency.
b. **Sewer User Agreements** – Users will be required to execute a Sewer Users Agreement prior to advertising for construction bids. The amount of cash contributions required will be set by you and concurred with by the Agency. Contributions should be an amount high enough to indicate sincere interest on the part of the potential user, but not so high as to preclude service to low income families, and have a deadline for the contribution to be used or forfeited. RUS Bulletin 1780-9, "Water Users Agreement," or similar agreement may be used.
c. **Service Declination Statement** – Each potential user who is located along planned lines and declines the offered service will be provided an opportunity to sign a "Service Declination Statement."

3.12 **Other Funding** – Prior to advertising for bids, you must provide evidence of applicant contributions and approval of other funding sources. This evidence should include a copy of the commitment letter from each source.

3.13 **Proposed Operating Budget** – You must establish and/or maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance (O&M), debt service, and reserves. Prior to advertising for bids, you must submit a proposed

annual operating budget to the Agency which supports the operation, maintenance, debt service, and reserves, as well as your proposed rate schedule. The operating budget should be based on a typical year cash flow after completion of the construction phase and should be signed by the appropriate official of your organization. Form RD 442-7, "Operating Budget," or similar format may be utilized for this purpose. It is expected that O&M will change over each successive year and user rates will need to be adjusted on a regular basis.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system. This assistance is available free to your organization. If you are interested, please contact our office for information.

3.14 Permits –The owner or responsible party will be required to obtain all applicable permits for the project, prior to advertising for bids. The consulting engineer must submit written evidence that all applicable permits required prior to construction have been obtained with submission to the Agency of the final plans, specifications, and bid documents.

3.15 Vulnerability Assessment/Emergency Response Plan (VA/ERP) – The Agency requires all financed water and wastewater systems to have a VA/ERP in place. Borrowers with existing systems must provide a certification that a VA/ERP has been completed prior to advertising for bids. The VA/ERP documents themselves are not submitted to the Agency. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.

For new systems, see Section V of this letter of conditions. For VA/ERP requirements throughout the life of the loan, see Section VII. Technical assistance at no cost is available in preparing these documents.

3.16 Bid Authorization - Once all the conditions outlined in Section III of this letter have been met, the Agency will authorize you to advertise the project for construction bids. Such advertisement must be in accordance with applicable State statutes.

SECTION IV - REQUIREMENTS PRIOR TO START OF CONSTRUCTION

4.1 **Bid Tabulation** – Immediately after bid opening, you must provide the Agency with the bid tabulation and your engineer's evaluation of bids and recommendations for contract awards. If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the requirements of Section III of this letter have been satisfied, the Agency will authorize you to issue the Notice of Award.

a. Cost Overruns. If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns. Negotiations, redesign, use of bidding alternatives, rebidding or other means will be considered prior to commitment of subsequent funding by the Agency. Any requests for subsequent funding

to cover cost overruns will be contingent on the availability of funds. Cost overruns exceeding 20% of the development cost at time of loan or grant approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.

b. Excess Funds. If bids are lower than anticipated at time of obligation, excess funds must be deobligated prior to start of construction except in the cases addressed in this paragraph. In cases where the original PER for the project included items that were not bid, or were bid as an alternate, the State Office official may modify the project to fully utilize obligated funds for those items. Amendments to the PER, ER, and letter of conditions may be needed for any work not included in the original project scope. In all cases, prior to start of construction, excess funds will be deobligated, with grant funds being deobligated first. Excess funds do not include contingency funds as described in this letter.

4.2 Contract Review – Your attorney will certify that the executed contract documents, including performance and payment, if required, are adequate and that the persons executing these documents have been properly authorized to do so in accordance with RUS Instruction 1780.61(b).

Once your attorney has certified that they are acceptable, the contract documents will be submitted to the Agency for its concurrence. The Notice to Proceed cannot be issued until the Agency has concurred with the construction contracts. The Notice to Proceed is issued at the pre-construction conference.

4.3. Final Rights-of-Way – If any of the rights-of-way forms listed previously in this letter contain exceptions that do not adversely affect the suitability, successful operation, security value, or transferability of the facility, the approving official must provide a written waiver prior to the issuance of the Notice to Proceed. For projects involving the acquisition of land, you must provide evidence that you have clear title to the land prior to the issuance of the Notice to Proceed.

4.3. a. Final Title Work - Your attorney must furnish a separate final title opinion on all existing real property related to the facility, now owned and to be acquired for this project, as of the day of loan closing or start of construction, whichever occurs first. Form RD 1927-10, "Final Title Opinion" may be used.

4.4. Insurance and Bonding Requirements - Prior to the start of construction or loan closing, whichever occurs first, you must acquire and submit to the Agency proof of the types of insurance and bond coverage for the borrower shown below. The use of deductibles may be allowed, providing you have the financial resources to cover potential claims requiring payment of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity or employee dishonesty bond coverage is maintained.

a. **General Liability Insurance** – Include vehicular coverage.
b. **Workers' Compensation** – In accordance with appropriate State laws.
c. **Fidelity or Employee Dishonesty Bonds** – Include coverage for all persons who have access to funds, including persons working under a contract or management agreement. Coverage may be provided either for all individual positions or persons, or through blanket coverage providing protection for all appropriate workers. During construction, each position should be bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time. The coverage may be increased during construction based on the anticipated monthly advances. After construction and throughout the life of the loan, the amount of coverage must be for at least the total annual debt service of all outstanding Agency loans. The Agency will be identified in the fidelity bond for receipt of notices. Form RD 440-24, "Position Fidelity Schedule Bond," or similar format may be used.
d. **National Flood Insurance** - If the project involves acquisition or construction in designated special flood or mudslide prone areas, you must purchase a flood insurance policy at the time of loan closing.
e. **Real Property Insurance** – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured, and subsurface lift stations except for the value of electrical and pumping equipment. The Agency will be listed as mortgagee on the policy when the Agency has a lien on the property. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.

Insurance types described above are required to be continued throughout the life of the loan. See Section VII.

4.5. Initial Compliance Review – The Agency will conduct an initial compliance review of the borrower prior to loan closing or start of construction, whichever occurs first, in accordance with 7 CFR 1901, Subpart E.

SECTION V – REQUIREMENTS PRIOR TO LOAN CLOSING

5.1 Interim Financing- Interim financing is being used. Loan closing will occur near the end of construction when interim funds are about to be completely disbursed. Documents detailed above from Sections II and III regarding security, electronic payments (Form RD 3550-28), and system policies, procedures, contracts, and agreements must be adopted and/or executed and submitted to the Agency prior to loan closing. In addition, the following items are required prior to closing:

5.2 Vulnerability Assessment/Emergency Response Plan (VA/ERP) – The Agency requires all financed water and wastewater systems to have a VA/ERP in place. New water or wastewater systems must provide a certification that an ERP is complete prior to the start of operation, and a certification that a VA is complete must be submitted within one year of the start of operation. Borrowers with existing systems must provide a certification that a VA and

ERP are completed prior to authorization to advertise for bids. The VA/ERP documents are not submitted to the Agency. Technical assistance is available in preparing these documents at no cost to you. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.

5.3 Other Requirements – All requirements contained in the Agency's closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to loan closing.

a. **System for Award Management**. You will be required to maintain a Dun and Bradstreet Data Universal Numbering System (DUNS) number and maintain an active registration in the System for Award Management (SAM) database. Renewal can be done on-line at: http://sam.gov. This registration must be renewed and revalidated every twelve (12) months for as long as there are Agency funds to be expended. See Appendix A.

   To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the "Help" section at http://sam.gov).

b. **Litigation.** You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of construction, whichever occurs first. Additional documentation regarding the situation and litigation may be requested by the Agency.

c. **Certified Operator**. Evidence must be provided that your system has or will have, as defined by applicable State or Federal requirements, a certified operator available prior to the system becoming operational, or that a suitable supervisory agreement with a certified operator is in effect.

SECTION VI – REQUIREMENTS DURING CONSTRUCTION AND POST CONSTRUCTION

6.1 Resident Inspector(s) – Full-time inspection is required unless you request an exception. Such requests must be made in writing and the Agency must concur with the request. Inspection services are to be provided by the consulting engineer unless other arrangements are requested in writing and concurred with by the Agency. A resume of qualifications of any resident inspector(s) will be submitted to the owner and Agency for review and concurrence prior to the pre-construction conference. The resident inspector(s) must attend the pre-construction conference.

6.2 Preconstruction Conference – A preconstruction conference will be held prior to the issuance of the Notice to Proceed. The consulting engineer will review the planned development

with the Agency, owner, resident inspector, attorney, contractor, other funders, and other interested parties, and will provide minutes of this meeting to the owner and Agency.

6.3 Monthly Construction Monitoring Reports - The owner is required to provide a monthly construction monitoring report beginning the first month after Notice to Proceed is issued. This can be completed by the project engineer and signed by the owner. Submission should be made at or before the scheduled progress meeting. Use DE/MD E-1 Form.

6.4 Inspections - The Agency requires a pre-construction conference, pre-final and final inspections, and a warranty inspection. Your engineer will schedule a warranty inspection with the contractor and the Agency before the end of the one-year warranty period to address and/or resolve any warranty issues. The Agency will conduct an inspection with you of your records management system at the same time and will continue to inspect the facility and your records system every three years for the life of the loan. See Section VII of this letter.

6.5 Change Orders – Prior Agency concurrence is required for all Change Orders.

6.6 Payments – Prior Agency concurrence is required for all Invoices and Partial Payment Estimates before Agency funds will be released. Requests for payment related to a contract or service agreement will be signed by the owner, project engineer, and contractor or service provider prior to Agency concurrence. Invoices not related to a construction contract or service agreement will include the owner's written concurrence.

6.7 Use of Remaining Funds – Applicant contribution and connection or tap fees will be the first funds expended in the project, followed by non-Agency sources of funds. Remaining funds may be considered in direct proportion to the amounts obtained from each source and handled as follows:

a. Remaining funds may be used for eligible loan and grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan and grant remains the same.
b. Grant funds not expended for authorized purposes will be cancelled (de-obligated) within 90 days of final completion of project. Prior to actual cancellation, you and your attorney and engineer will be notified of the Agency's intent to cancel the remaining funds and given appropriate appeal rights.
c. Loan funds that are not needed will be applied as an extra payment on the Agency indebtedness unless other disposition is required by the bond ordinance, resolution, or State statute.
d. Interim financing. Loan funds that are not needed will be cancelled (de-obligated) prior to loan closing.

6.8 Technical, Managerial and Financial Capacity - It is required that members of the Board of, City Council members, trustees, commissioners and other governing members possess the necessary technical, managerial, and financial capacity skills to consistently comply with pertinent Federal and State laws and requirements. It is recommended members receive training

within one year of appointment or election to the governing board, and a refresher training for all governing members on a routine basis. The content and amount of training should be tailored to the needs of the particular individual and the utility system. Technical assistance providers are available to provide this training for your organization, often at no cost. Contact the Agency for information.

6.9 Reporting Requirements Related to Expenditure of Funds

a. **Financial Audit**– An annual audit under the Single Audit Act is required if you expend $750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

   All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law and must be submitted within 9 months of your fiscal year end.

   If an audit is required, you must enter into a written agreement with the auditor and submit a copy to the Agency prior to the advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit to be completed, the time frame in which the audit will be completed, and how irregularities will be reported.

b. **Reporting Subawards and Executive Compensation** – You as a recipient of Federal funds and your first-tier contractors are required by 2 CFR Part 170 to report disbursements to subrecipients in accordance with Appendix B of this letter and www.fsrs.gov. Your Agency processing office can provide more information.

SECTION VII – SERVICING REQUIREMENTS DURING THE TERM OF THE LOAN

7.1 Prepayment and Extra Payments - Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower, with no penalty.

Security instruments, including bonding documents, must contain the following language regarding extra payments, unless prohibited by State statute:

> *Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Agency debt, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of borrower to pay the remaining installments as scheduled in your security instruments.*

7.2 Graduation - By accepting this loan, you are also agreeing to refinance (graduate) the unpaid loan balance in whole, or in part, upon request of the Government. If at any time the Agency determines you are able to obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms, you will be requested to refinance. Your ability to refinance will be assessed every other year for those loans that are five years old or older.

7.3 Security/Operational Inspections – The Agency will inspect the facility and conduct a review of your operations and records management system and conflict of interest policy every three years for the life of the loan. You must participate in these inspections and provide the required information.

7.4 Annual Financial Reporting/Audit Requirements – You are required to submit an annual financial report at the end of each fiscal year. The annual report will be certified by the appropriate organization official and will consist of financial information and a rate schedule. Financial statements must be prepared on the accrual basis of accounting in accordance with generally accepted accounting principles (GAAP) and must include at a minimum a balance sheet and income and expense statement. The annual report will include separate reporting for each water and waste disposal facility, and itemize cash accounts by type (debt service, short-lived assets, etc.) under each facility. All records, books and supporting material are to be retained for three years after the issuance of the annual report. Technical assistance is available at no cost with preparing financial reports.

The type of financial information that must be submitted is specified below:

a. **Audits** – An annual audit under the Single Audit Act is required if you expend $750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

   All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. It is not intended that audits required by this part be separate and apart from audits performed in accordance with State and local laws. To the extent feasible, the audit work should be done in conjunction with those audits. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law and must be submitted within 9 months of your fiscal year end.

   If an audit is required, you must enter into a written agreement with the auditor and submit a copy to the Agency prior to the advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit or financial statements to be completed, the time frame in which the audit or financial statements will be completed, what type of reports will be generated from the services provided, and how irregularities will be reported.

b. **Financial Statements** – If you expend less than $750,000 in Federal financial assistance per fiscal year, you may submit financial statements in lieu of an audit which include at a minimum a balance sheet and an income and expense statement. You may use Form RD 442-2, "Statement of Budget, Income and Equity," and 442-3, "Balance Sheet," or similar format to provide the financial information. The financial statements must be signed by the appropriate borrower official and submitted within 60 days of your fiscal year end.

7.5 Annual Budget and Projected Cash Flow - Thirty days prior to the beginning of each fiscal year, you will be required to submit an annual budget and projected cash flow to this office. With the submission of the annual budget, you will be required to provide a current rate schedule, and a current listing of the Board or Council members and their terms. The budget must be signed by the appropriate borrower official. Form RD 442-2 or similar format may be used.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system, as well as completing the annual budget. If you are interested, please contact our office for information.

7.6 Vulnerability Assessment/Emergency Response Plan (VA/ERP) – You will be required to submit a certification to the servicing office every three years that the VA/ERP is current and covers all sites related to the facility. The documents themselves are not submitted to the Agency. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.

7.7. Insurance. You will be required to maintain insurance on the facility and employees as previously described in this letter for the life of the loan.

7.8. Statutory and National Policy Requirements – As a recipient of Federal funding, you are required to comply with U.S. statutory and public policy requirements, including but not limited to:

a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.

b. **Civil Rights Act of 1964** – All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.

c. **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.

d. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

e. **Limited English Proficiency (LEP) under Executive Order 13166** - LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally-assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. You must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information your organization provides. These protections are pursuant to Executive Order 13166 entitled, "Improving Access to Services by Persons with Limited English Proficiency" and further affirmed in the USDA Departmental Regulation 4330-005, "Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA."

Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor your compliance with these requirements during regular compliance reviews.

7.9 Compliance Reviews and Data Collection – The Agency will conduct regular compliance reviews of the borrower and its operation in accordance with 7 CFR Part 1901, Subpart E, and 36 CFR 1191, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter. If beneficiaries (users) are required to complete an application or screening for the use of the facility or service that you provide, you must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. The Agency will utilize this data as part of the required compliance review.

SECTION VIII – REMEDIES FOR NON-COMPLIANCE

Non-compliance with the conditions in this letter or requirements of your security documents will be addressed under the provisions of 7 CFR 1782 and other applicable regulations, statutes, and policies.

SECTION IX – OTHER CONDITIONS WHICH MUST BE MET

The Borrower agrees to execute Form RD 1910-11, "Application Certification, Federal Collection Policies for Consumer or Commercial Debts," prior to loan closing or start of construction, whichever occurs first.

Form RD 400-4, "Assurance Agreement," must be executed by the Borrower. The following covenant must be included in each instrument of conveyance for real property purchased with RUS funds subject to Title VI of the Civil Rights Act of 1964.

"The property described herein was obtained or improved through federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the purchaser owns it, whichever is longer."

The Borrower must execute Form RD 400-1, "Equal Opportunity Agreement."

For all public media notices, Borrower is required to acknowledge that funding was obtained from USDA/Rural Utilities Service.

Three additional copies of this letter and all RUS Instructions mentioned are attached for your use. We will be available to meet with you, your attorney, and your architect/engineer to discuss the terms set forth in this letter.

We look forward to working with you to complete this project. If you have any questions, please contact Carrie Hudson at 302-857-3627 or by e-mail at carrie.hudson@usda.gov

Sincerely,

Terry S. Fearins

TERRY S. FEARINS
Community Program Director

Attachments

cc: Accountant
Attorney
Bond Counsel
Engineer
Carrie Hudson, Community Program Specialist

ACRONYMS:

ABA - Architectural Barriers Act
ACH – Automated Clearing House
AD – Agriculture Department
ADA – Age Discrimination Act
CFDA – Catalog of Federal Domestic Assistance
CFR – Code of Federal Regulations
CPAP – Commercial Programs Application Processing
DUNS – Dun and Bradstreet Data Universal Numbering System
EJCDC – Engineers Joint Contract Documents Committee
ERP – Emergency Response Plan
GAAP – Generally Accepted Accounting Principles
LEP – Limited English Proficiency
OC – Owner Construction
OPS – Owner-Performed Services
O&M – Operation and Maintenance
PER – Preliminary Engineering Report
RD – Rural Development
RUS – Rural Utilities Service
SAM – System for Award Management
SF – Standard Form
UCC – Uniform Commercial Code
USC – United States Code
USDA – United States Department of Agriculture
VA – Vulnerability Assessment

FORMS and BULLETINS:

Form AD-3031 "Assurance Regarding Felony Convictions or Tax Delinquent Status for Corporate Applicants" – Item 29
Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy" - Item 15
Form RD 440-22, "Promissory Note" – Item 5
Form RD 440-24, "Position Fidelity Schedule Bond" – Item 28
Form RD 442-2, "Statement of Budget, Income and Equity" – Items 44 and 45
Form RD 442-3, "Balance Sheet" – Item 44
Form RD 442-7, "Operating Budget" – Item 21
Form RD 442-20, "Right-of-Way Easement" – Item 14
Form RD 442-21, "Right-of-Way Certificate" – Item 14
Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way" – Item 14
Form RD 1927-9, "Preliminary Title Opinion" – Item 14
Form RD 1927-10, "Final Title Opinion" – Item 27
Form RD 1940-1, "Request for Obligation of Funds" – Pages 1 and 2
Form RD 1942-8, "Resolution of Members or Stockholders" – Item 5
Form RD 1942-46, "Letter of Intent to Meet Conditions" – Page 1
Form RD 3550-28, "Authorization Agreement for Preauthorized Payments" – Items 6 and 30
Form UCC-1, "Financing Statement" – Item 5
Form UCC-1Ad, "UCC Financing Statement Addendum" – Item 5
SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form" – Items 8 and 18
RUS Bulletin 1780-7, "Legal Services Agreement" – Item 13
RUS Bulletin 1780-9, "Water Users Agreement" - Items 15 and 19
RUS Bulletin 1780-12, "Water and Waste System Grant Agreement" – Page 1 and Item 5
RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance" – Items 11 and 12
RUS Bulletin 1780-27, "Loan Resolution (Public Bodies)" – Item 5
RUS Bulletin 1780-28, "Loan Resolution Security Agreement" – Item 5

Appendix A

2 CFR Part 25

SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another appendix.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this appendix) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this appendix:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at http://www.sam.gov).
2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
3. Entity, as it is used in this appendix, means all of the following, as defined at 2 CFR part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;
b. A foreign public entity;
c. A domestic or foreign nonprofit organization;
d. A domestic or foreign for-profit organization; and
e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

   a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
   c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

   a. Receives a subaward from you under this award; and
   b. Is accountable to you for the use of the Federal funds provided by the subaward.

[75 FR 55673, Sept. 14, 2010, as amended at 79 FR 75879, Dec. 19, 2014; 80 FR 54407, Sept. 10, 2015]

Appendix B
2 CFR Part 170

Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this appendix, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this appendix).

2. Where and when to report.

   i. You must report each obligating action described in paragraph a.1. of this appendix to http://www.fsrs.gov.

   ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action listed in the submission instructions posted at http://www.fsrs.gov.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

   i. the total Federal funding authorized to date under this award is $25,000 or more;

   ii. in the preceding fiscal year, you received—

      (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

      (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this appendix:

   i. As part of your registration profile at https://www.sam.gov.

   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this appendix, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

   i. in the subrecipient's preceding fiscal year, the subrecipient received—

      (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

      (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

   ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this appendix:

   i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this appendix:

1. Entity means all of the following, as defined in 2 CFR part 25:

   i. A Governmental organization, which is a State, local government, or Indian tribe;

   ii. A foreign public entity;

   iii. A domestic or foreign nonprofit organization;

   iv. A domestic or foreign for-profit organization;

   v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

   i. Receives a subaward from you (the recipient) under this award; and

   ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

   i. Salary and bonus.

   ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

   iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

   iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

   v. Above-market earnings on deferred compensation which is not tax-qualified.

   vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

[75 FR 55669, Sept. 14, 2010, as amended at 79 FR 75879, Dec. 19, 2014]

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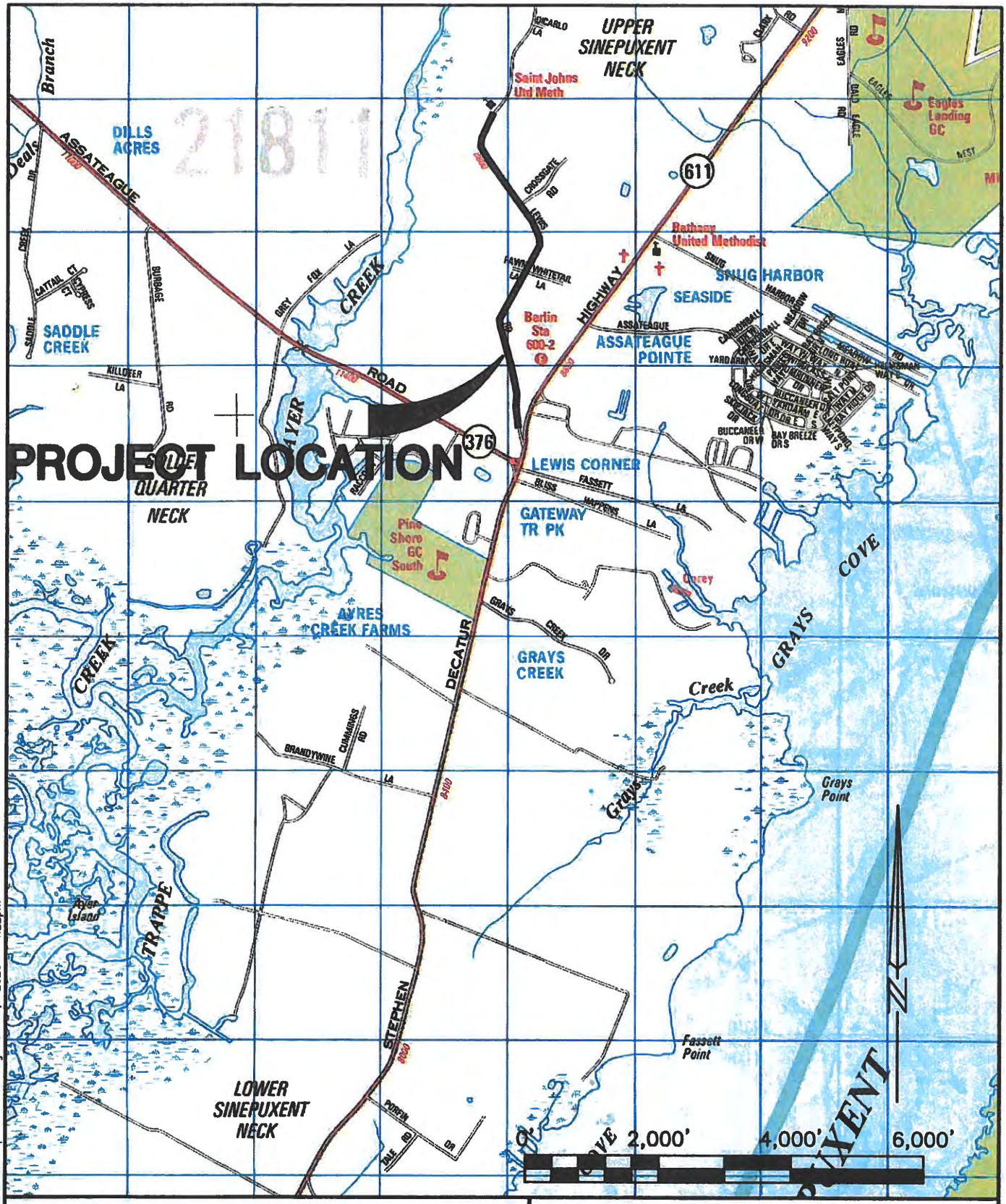


DAVIS, BOWEN & FRIEDEL, INC. ARCHITECTS ENGINEERS SURVEYORS

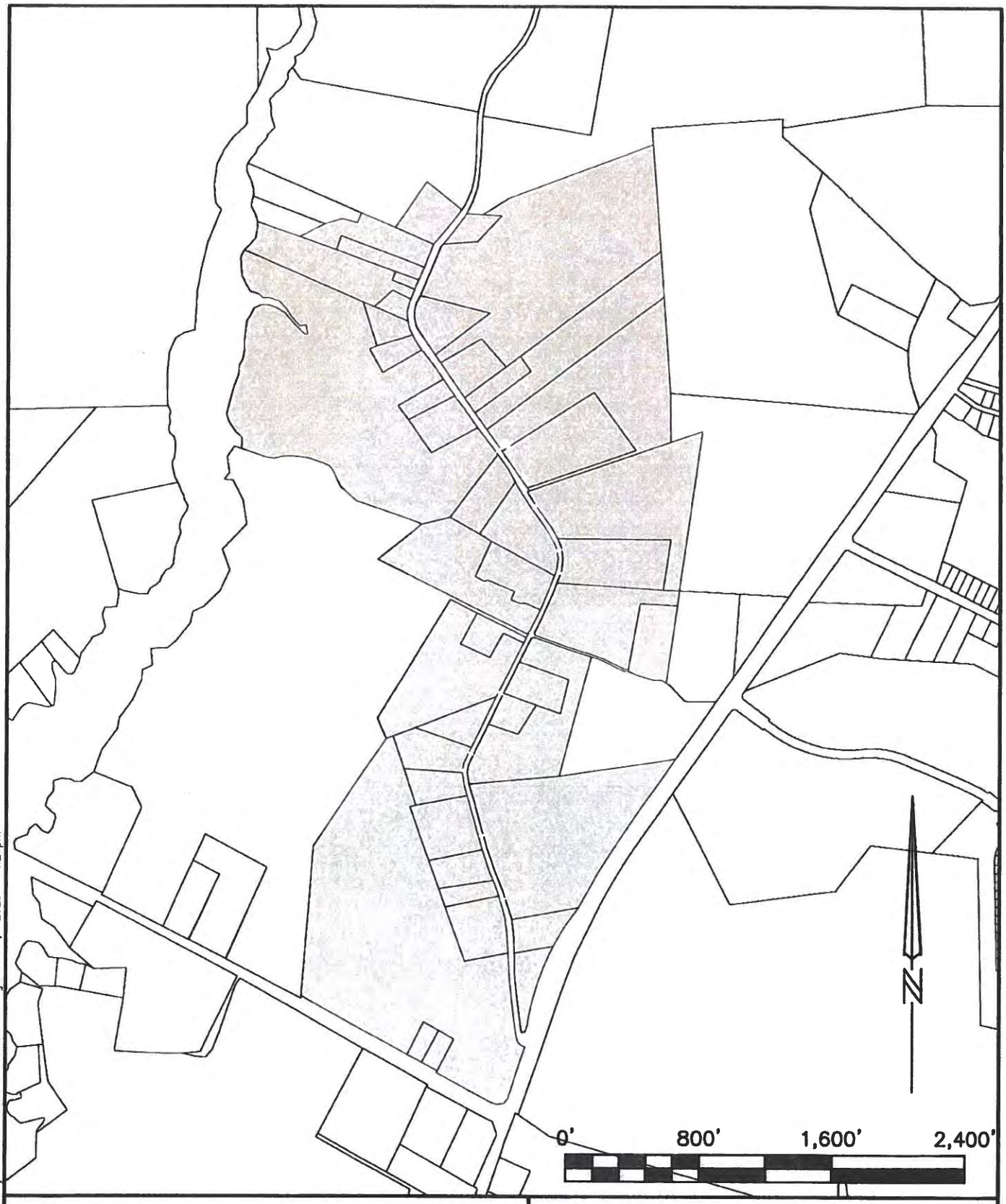
SALISBURY, MARYLAND (410) 543-8091
MILFORD, DELAWARE (302) 424-1441
EASTON, MARYLAND (410) 770-4744

2.2

PROJECT LOCATION MAP
LEWIS ROAD SEWER EXTENSION
WORCESTER COUNTY, MARYLAND
PRELIMINARY ENGINEERING REPORT

Date:	Scale:	Proj.No.:
9/25/2017	1" = 2,000'	0085B036.A01

Q:\0085\0085B036.A01\location map 8.5 X 11.dwg Nov 11, 2020 - 4:22pm



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DAVIS, BOWEN & FRIEDEL, INC. ARCHITECTS ENGINEERS SURVEYORS

SALISBURY, MARYLAND (410) 543-9091
MILFORD, DELAWARE (302) 424-1441
EASTON, MARYLAND (410) 770-4744

2.3

PROJECT PLANNING AREA MAP
LEWIS ROAD SEWER EXTENSION
WORCESTER COUNTY, MARYLAND
PRELIMINARY ENGINEERING REPORT

Date:	Scale:	Proj.No.:
1/24/2018	1" = 800'	00858036.A01

Lewis Road Project

	W/O Closing Septic Costs	With Closing Septic Cost 70K	No Loan Cost To Ratepayers
Cost of Project	$ 1,980,000.00	$ 2,050,000.00	Stimulus Money
Loan Amount (25%)	$ 500,000.00	$ 517,500.00	
Grant Amount (75%)	$ 1,480,000.00	$ 1,532,500.00	
Loan Interest Rate	1.375% over 40 Years	1.375% over 40 Years	
Annual Payment	$ 16,280.00	$ 16,852.00	
40 Year total Cost	$ 651,200.00	$ 674,080.00	
Interest over 40 Years	$ 151,200.00	$ 156,580.00	

Proposed Water and Sewer Cost

	EDU (LOAN AMOUNT)	$ 79.00	$ 82.00	$ -
Current cost	Bay Restoration Fee	$ 15.00	$ 15.00	$ 15.00
Current cost	BASE (Operating costs) **Water**	$ 39.00	$ 39.00	$ 39.00
	BASE (Operating costs) **Sewer**	$ 187.50	$ 187.50	$ 187.50
	TOTAL Fixed amount before Consumption	$ 320.50	$ 323.50	$ 241.50
	Consumption on 18,000 gallons	$ 44.00	$ 44.00	$ 44.00
	Total QTR bill	**$ 364.50**	**$ 367.50**	**$ 285.50**
	Monthly	$ 121.50	$ 122.50	$ 95.17
	Yearly	$ 1,458.00	$ 1,470.00	$ 1,142.00

Current Water Cost			
Quaterly Bill	$ 54.00	$ 54.00	$ 54.00
Monthly Bill	$ 18.00	$ 18.00	$ 18.00
Yearly Bill	$ 216.00	$ 216.00	$ 216.00
Additional Cost being added by the Lewis Road Project			
Quaterly Bill	$ 310.50	$ 313.50	$ 231.50
Monthly Bill	$ 103.50	$ 104.50	$ 77.17
Yearly Bill	$ 1,242.00	$ 1,254.00	$ 926.00

Draft

NOTICE OF PUBLIC HEARING
LEWIS ROAD SEWER EXTENSION
CONSTRUCTION OF SANITARY FACILITIES TO SERVE
LEWIS ROAD COMMUNITY
FOR
THE LANDINGS SANITARY SERVICE AREA
WORCESTER COUNTY, MARYLAND

In accordance with the provisions of Section PW 5-307 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 to serve the Lewis Road Community within the Landings Sanitary Service Area in which public sewer service will be provided by the Landings Sanitary Service Area through sanitary facilities to be constructed by Worcester County. The public hearing on these matters will be held on:

TUESDAY, ----------, 2021
at --- A.M.
in the COUNTY COMMISSIONERS MEETING ROOM
ROOM 1101 – COUNTY GOVERNMENT CENTER
ONE WEST MARKET STREET
SNOW HILL, MARYLAND 21863

Construction of Sanitary Facilities to Serve the Lewis Road Community– In accordance with the provisions of Section PW 5-307, the County Commissioners propose to construct the sewer facilities for the project portion of Lewis Road, , that will connect the Lewis Road Community to a previously installed pipeline that connects with the Landings Sanitary Service Area. Based upon a budget for proposed construction and engineering costs presented by an engineer hired by Worcester County to prepare a Preliminary Engineering Report to provide a public sewer extension to the Lewis Road Community in the proposed service area and reviewed by County staff, the County Commissioners have established a budget of $1,980,000 (One Million, Nine Hundred and Eighty Thousand and 00/100 dollars) for this project. Since sewer equity costs were already provided, construction funding is proposed to include USDA project funding with a loan in the amount $500,000 at an interest rate of 1.375% for 40 year term, and a grant of $1,480,800, with the loan balance to be repaid by each of the individual properties served by the sewer facilities with a total debt payment cost of $79.00 per quarter for the property owners, to serve a total of 58 EDUs.
The case file for this proposed project may be reviewed at the Department of Environmental Programs, Room 1306, (3rd Floor) - Government Center, One West Market Street, Snow Hill, Maryland. These documents may be reviewed at the Department during the regular business hours of 8:00 A.M. to 4:30 P.M., Monday through Friday (except Holidays). Anyone having questions should contact Robert Mitchell, Director of Environmental Programs, at (410) 632-1220, extension 1601.

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

NOTICE
Disposal of Surplus Vehicles and Equipment to be Auctioned on GovDeals.com

"Disposition of County Personal Property no longer used by the County"

The following described personal property, including vehicles, furniture and equipment, have been determined to be no longer required for County use by the County Commissioners of Worcester County, Maryland and deemed to be surplus property:

SURPLUS VEHICLES AND EQUIPMENT

Surplus vehicles, listed by make and model (with model year), as follows: Ford Expedition XL 4x4 (2017, 2007); Ford F-150 (two 2002, two 2009); Chevrolet 2500HD Utility (2005); Dodge Ram 1500 2wd (2007); Ford F-800 Dump Body (1988); International 4700 Dump Truck with plow (2000, 2001); Ford F-550 Dump Body (2004); Chevrolet 3500 2wd Utility Body (1997); Ford Crown Victoria (two 2009, 2007, 2010); Dodge Stratus (2005); Chevrolet Silverado 1500 2wd (two 2005); Chevrolet Silverado 1500 2wd (2005, 2006); Ford Excursion (2003); Ford Expedition (2010, 2008); Chevrolet Tahoe (2015); Chevrolet 3500 Express Van (2006); Ford Ranger (2002); International 6 Wheel Dump Truck (1990); Jeep Cherokee 4x4 (1997).

Surplus equipment, including: Simplicity Broadmoor 44 inch; Kubota G2160 Diesel Mower; John Deere 1445; Kut Kwick Brush Mower (1980); Homemade Utility Trailer (1978); Meadows 6 Wheel Dump Body/Hoist; Massey F Model 240 Tractor; Massey F Model 231 Tractor; Demco 3 Point Sprayer 80 Gal (1997); Vermeer 1250 Chipper (1996); Vicon 3 Point Spreader; Onan 20KW DNAF-3368265 20KW; Lima 30KW 30KW Generator.

Surplus furniture and miscellaneous equipment, including: Misc. Cell Phones; Various Computers (174); Panasonic Toughbooks (4 CF-30F, 4 CF-31A, 10 CF-30K); Various Electrical Tower Circuit Boards; Dell Computer Monitors (7); Dell Laptops (9); Piano; Misc. Office Chairs; Television Rolling Carts (3); Magnavox Flat Panel TV; Rolling Medical Microscope; Printers (43); AAMCO Brake Lathe; Midtronics Battery Tester; Various Metal File Cabinets (5 drawer, 4 drawer, 2 drawer); Manual Well Pump; 1986 Rockwood Band Saw Model 185440; Craftsman Miter Saw; Ryobi 10 inch Table Saw; Craftsman Table Mounted Miter Saw; Toro 22 inch Self Propelled Push Mowers (2); GE Pole Mounted Outdoor Light Fixture; Rolling Hoist Frame; 2010 Reznor Radiant Shop Heater Model VR175 with Misc. Pipes; Metal Office Desks (2); Pull Behind Yard Cart; Echo PB200 Blowers (2); Echo Weed Eaters (4).

TERMS AND CONDITIONS OF SALE AND CONVEYANCE: The County Commissioners propose to solicit competitive bids via an Internet-based auction system operated by GovDeals, Inc. for which the winning bidder pays a buyer's premium of twelve and one-half percent (12.5%) of the winning bid for each transaction so that there is no net cost to the County. All of the above referenced surplus property will be offered for sale "AS IS, WHERE IS." The County Commissioners make no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The County Commissioners warrant to the buyer that the property offered for sale will conform to its

description. The County Commissioners reserve the right to reject any and all bids as they see fit and to withdraw from sale any of the items listed. Payment in full by successful bidders shall be made to Worcester County Commissioners.

OPPORTUNITY FOR OBJECTIONS: Anyone objecting to the proposed conveyance of the above surplus vehicles and equipment shall do so in writing prior to 4:30 p.m. on Thursday, June 10, 2021, or in person at the regularly scheduled meeting of the County Commissioners to be held at 10:25 a.m. on June 15, 2021 in the County Commissioners Meeting Room, Room 1101 - Government Center, One West Market Street, Snow Hill, Maryland 21863.

WORCESTER COUNTY COMMISSIONERS

RECEIVED
APR 27 2021
Worcester County Admin

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 S. Ross, P.E., Deputy Director
Derrick Babcock, Fleet Superintendent
DATE: April 26, 2021
SUBJECT: Surplus Vehicles, Equipment and Miscellaneous Items

Attached, for your approval and to comply with Worcester County's Code of Public Local Laws, is a list of County-owned property proposed to be declared as surplus. The list must be advertised once a week for three consecutive weeks to notify, receive public comment and to schedule the required Public Hearing regarding the surplus government owned equipment and subsequent sale of the equipment on the Gov Deals auction site. Once the Public hearing has been held and the County Commissioners agree to declare the equipment as surplus, DPW, Fleet Management will begin the process of arranging the on-line auction of the surplus property.

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

Attachments

cc: John H. Tustin, P.E., Director
Kathy Whited, Budget Officer
Fleet Management File: GovDeals.com

WORCESTER COUNTY
SURPLUS VEHICLE & EQUIPMENT LIST - 2020/2021

VEHICLES

STOCK #	YEAR	MAKE	MODEL	VIN #	MILEAGE	DEPARTMENT	COMMENTS
1	2017	FORD	EXPEDITION XL 4X4	1FMJ1GT9HEA50842	46,990	COMMISSIONERS	VEHICLE WRECKED, INOP.
2	2007	FORD	EXPEDITION XL 4X4	1FMFU16597LA34689	230,000	WWW	HIGH MILES, RUST, REPLACED WITH NEW
3	2002	FORD	F150	1FTRF17282NA27438	190,724	WWW	HIGH MILES, RUST, REPLACED WITH NEW
4	2005	CHEVROLET	2500HD UTILITY	1GBHC24U65E247850	161,621	WWW	RUSTED FRAME, ENGINE/TRANS REMOVED IN BED
5	2007	DODGE	RAM 1500 2WD	1D7HA16K67J541403	171,700	WWW	HIGH MILES, BODY RUSTED, REPLACED WITH NEW
6	1988	FORD	F-800 DUMP BODY	1FDXK84A3JVA16347	94,779	WWW	DOES NOT PASS DOT, EXTREMELY RUSTED.
7	2009	FORD	F150	1FTRF12W49KB02884	188,513	WWW	RUSTED OUT, MULTIPLE ISSUES, REPLACED WITH NEW
8	2002	FORD	F150	1FTRF17262NA27437	193,313	WWW	DOES NOT RUN, COMPUTER ISSUE, HIGH MILES
9	2009	FORD	F150	1FTRF12W69KB02885	177,062	WWW	HIGH MILES, RUSTED OUT, PAINT PEELING
10	2000	INTERNATIONAL	4700 DUMP TRUCK with plow	1HTSCAAR6YH313959	221,390	ROADS	M120 PLOW. RUSTED OUT, MULTIPLE ISSUES, REPLACED
11	2001	INTERNATIONAL	4700 DUMP TRUCK with plow	1HTSCAAR41H392537	198,673	ROADS	M120 PLOW. RUSTED OUT, MULTIPLE ISSUES, REPLACED
12	2004	FORD	F-550 DUMP BODY	1FDAW56P44EA01998	199,071	ROADS	OIL LEAKS, A/C INOP, DOES NOT RUN
13	1997	CHEVROLET	3500 2WD UTILITY BODY	1GBJC34F9VF035205	168,910	ROADS	HIGH MILES, LEAKS, BODY RUSTED
14	2009	FORD	CROWN VICTORIA	2FAHP71V19X114062	170,000	STATES ATTORNEY	HIGH MILES, EXTRA VEHICLE, NO LONGER NEEDED
15	2005	DODGE	STRATUS	1B3EL46R05N606873	134,504	DRP	HIGH MILES, RUSTED OUT, PAINT PEELING
16	2005	CHEVROLET	SILVERADO 1500 2WD	1GCEC14V45Z252832	43,310	DRP	EXTREMELY RUSTED FRAME AND SUSPENSION
17	2005	CHEVROLET	SILVERADO 1500 2WD	1GCEC14V95Z251157	103,000	MAINTENANCE	REPLACED WITH NEW
18	2003	FORD	EXCURSION	1FMSU41P73EB95436	146,357	FIRE MARSHAL	RUSTED ROCKER PANELS, MULTIPLE WIRING ISSUES
19	2010	FORD	EXPEDITION	1FMJU1G5XAEB45224	209,218	SHERIFF	HIGH MILES, REPLACED WITH NEW
20	2008	FORD	EXPEDITION	1FMFU16508LA40060	235,025	SHERIFF	HIGH MILES, REPLACED WITH NEW
21	2007	FORD	CROWN VICTORIA	2FAFP71W57X123084	212,941	SHERIFF	HIGH MILES, TRANSMISSION INOP. REPLACED WITH NEW
23	2009	FORD	CROWN VICTORIA	2FAHP71V79X121467	N/A	SHERIFF	HIGH MILES, DASH INOP, REPLACED WITH NEW
24	2015	CHEVROLET	TAHOE	1GNLC2EC7FR604949		SHERIFF	WRECKED, TOTAL LOSS
25	2010	FORD	CROWN VICTORIA	2FABP7BV7AX105858	210,000	SHERIFF	HIGH MILES, REPLACED WITH NEW
26	2006	CHEVROLET	SILVERADO 1500 2WD	1GCEC14XX6Z112027	57,584	JAIL	RUSTED OUT FRAME, STRUCTURAL FRAME RUST ISSUE
27	2006	CHEVROLET	3500 EXPRESS VAN	1GCHG35V361133245	112,700	JAIL	BROKEN MANIFOLD BOLTS, RUSTED, OIL LEAKS
28	2002	FORD	RANGER	1FTYR10U12TA19840	114,304	PARKS	TRANSMISSION INOP
29	1990	INTERNATIONAL	6 WHEEL DUMP TRUCK	1HTSCCFN52LH257720	294,390	SOLID WASTE	RUNS BUT NO POWER, (AT LANDFILL)
30	1997	JEEP	CHEROKEE 4X4	1J4FJ28S8VL553505	188,948	SOLID WASTE	DOES NOT RUN

EQUIPMENT

STOCK #	YEAR	MAKE/ DESCRIPTION	MODEL	SERIAL/ VIN #	HOURS	DEPARTMENT	COMMENTS
31		SIMPLICITY	BROADMOOR 44INCH	N/A	425	WWW	LAWNMOWER REPLACED, DOES NOT RUN
32		KUBOTA	G2160 DIESEL MOWER	11212	1,168 hours	WWW	LAWNMOWER REPLACED, DOES NOT RUN
33		JOHN DEERE	1445	3012D008	N/A	ROADS	LAWNMOWER REPLACED, RUNS, HIGH HOURS, OLD
34	1980	KUT KWICK	BRUSH MOWER	N/A	N/A	ROADS	REPLACED WITH NEW, DOES NOT START/RUN
35	1978	HOMEMADE	UTILITY TRAILER (HOMEMADE)	AC-175312-MD	N/A	ROADS	REPLACED WITH NEW, OLD, BENT, RUSTED
36		MEADOWS	6 WHEEL DUMP BODY/HOIST		N/A	SOLID WASTE	BODY HOIST WORKED WHEN REMOVED (AT LANDFILL)
37		MASSEY F	MODEL 240 TRACTOR	558258		SOLID WASTE	DOES NOT RUN, INOP, NO KEYS
38		MASSEY F	MODEL 231 TRACTOR	P30003	2,891	PARKS	RUNS, MAJOR FUEL LEAKS, POWERSTEERING/BRAKES INOP
39	1997	DEMCO	3 POINT SPRAYER 80GAL		N/A	PARKS	BROKEN, MISSING PARTS
40	1996	VERMEER	1250 CHIPPER	5469	3,116	PARKS	BLOWN ENGINE, OLD
41		VICON	3 POINT SPREADER		N/A	PARKS	BROKEN, MISSING PARTS
42		ONAN 20KW	DNAF-3368265 20KW	B998868208	1,249	WWW	OLD, BROKEN, DOES NOT RUN, REPLACED WITH NEW
43		LIMA 30KW	30KW GENERATOR	A63523XM	UNKNOWN	WWW	DOES NOT RUN, INOP, OBSOLETE, REPLACED WITH NEW

MISCELLANEOUS

STOCK #	NO.	DESCRIPTION	DEPARTMENT	COMMENTS
44		MISC. CELL PHONES	IT	OLD, REPLACED WITH NEW.
45		VARIOUS COMPUTERS, TOTAL OF 174	IT	OLD, MISSING HARD DRIVES, REPLACED WITH NEW
46		PANASONIC TOUGHBOOKS 18 TOTAL, (4)CF-30F, (4)CF-31A, (10)CF-30K.	IT	OLD, REPLACED WITH NEW, MISSING HARD DRIVES
47		VARIOUS ELECTRICAL TOWER CIRCUIT BOARDS	IT	OLD, REPLACED, MISSING ITEMS
48		(7) DELL COMPUTER MONITORS	LIBRARY	REPLACED WITH NEW
49		(9) DELL LABTOPS	LIBRARY	REPLACED WITH NEW
50		PIANO	LIBRARY	USABLE CONDITION, REPLACED WITH NEW
51		MISC. OFFICE CHAIRS	LIBRARY	REPLACED WITH NEW
52		(3) TELEVISION ROLLING CARTS	LIBRARY	USABLE CONDITION, REPLACED WITH NEW
53		(1) MAGNAVOX FLAT PANEL TV	LIBRARY	USED, UNKNOWN OPERATIONAL CONDITION, REPLACED
54		ROLLING MEDICAL MICROSCOPE	HEALTH	OLD, NOT BEING USED
55		(43) PRINTERS	HEALTH	USABLE, REPLACED WITH NEW.
56		AAMCO BRAKE LATHE	FLEET	NO LONGER NEEDED

57		MIDTRONICS BATTERY TESTER	FLEET	DOES NOT CHARGE, INOP
58		VARIOUS METAL FILE CABINETS, 5 DRAWER, 4 DRAWER, 2 DRAWER	VARIOUS	USED, NO LONGER NEEDED
59		MANUAL WELL PUMP	MAINTENANCE	NEW, NEVER USED. OBSOLETE
60		1986 ROCKWOOD BAND SAW, MODEL 185440	MAINTENANCE	OLD, NOT BEING USED
61		CRAFTSMAN MITER SAW	MAINTENANCE	OLD, NOT BEING USED
62		RYOBI 10 INCH TABLE SAW	MAINTENANCE	OLD, NOT BEING USED
63		CRAFTSMAN TABLE MOUNTED MITER SAW	MAINTENANCE	OLD, NOT BEING USED
64		(2) TORO 22 INCH SELF PROPELLED PUSH MOWERS	MAINTENANCE	INOP, OLD, REPLACED WITH NEW
65		GE POLE MOUNTED OUTDOOR LIGHT FIXTURE	MAINTENANCE	NON USEABLE, MISSING PARTS
66		ROLLING HOIST FRAME	ROADS	OLD, NOT BEING USED
67		2010 REZNOR RADIANT SHOP HEATER MODEL VR175 WITH MISC PIPES	ROADS	REPLACED WITH NEW
68		2 OFFICE DESKS (METAL)	SHERIFF	OLD, REPLACED WITH NEW, MISSING HARDWARE
69		PULL BEHIND YARD CART	PARKS	WHEELS FLAT, BEARINGS BROKEN, BENT, UNUSED
70		(2) ECHO PB200 BLOWERS, 0913244,09132404, (4) ECHO WEED EATERS	PARKS	REPLACED, INOP, DO NOT RUN. PARTS.

NOTICE OF INTRODUCTION OF BILL 21-3
WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 21-3 (Public Safety – Animal Control) was introduced by Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom and Purnell on April 20, 2021.

A fair summary of the bill is as follows:

§ PS 2-101(b). (Adds the definition for "breeder" in the Public Safety Article to describe the ownership of six or more intact female dogs and establishes a maximum limit on the sale of puppies or kittens of three litters per calendar year.)

§ PS 2-101(b). (Adds the definition for "commercial" in the Public Safety Article to describe an activity where the intent is to make a profit, regardless of the form of compensation.)

§ PS 2-101(b). (Revises the definition for "dog" in the Public Safety Article to include a cross-breed with a wolf.)

§ PS 2-101(b). (Adds the definition for "kennel, commercial" in the Public Safety Article to describe an establishment that boards, breeds, treats, sells, rents, trains or exhibits more than five dogs or cats, other than a licensed veterinary hospital or office; establishes an exception for the ownership of no more than eight dogs or cats for personal use or companionship, hunting, exhibition, field working, or obedience trials, and establishes a maximum limit on the sale of puppies or kittens from two litters per calendar year.)

§ PS 2-101(b). (Adds the definition for "kennel, shelter" in the Public Safety Article to describe the structure, building, enclosure or run that is designed for the shelter or keeping of an animal.)

§ PS 2-101(b). (Revises the definition for "leash" in the Public Safety Article for stylistic changes.)

§ PS 2-101(b). (Adds the definition for "litter" in the Public Safety Article to describe the single birth of multiple animals to one female animal.)

§ PS 2-101(b). (Eliminates the definition for "suitable shelter" in the Public Safety Article as it is further defined in § PS 2-101(w).)

§ PS 2-101(i). (Revises the stray hold time from ten days to three business days.)

§ PS 2-101(v). (Establishes certain conditions in which the tethering of an animal is prohibited.)

§ PS 2-101(w). (Makes certain stylistic changes, and establishes additional requirements for suitable shelters.)

§ PS 2-101(x). (Differentiates a shelter kennel from a suitable shelter, establishes standards for a shelter kennel and simplifies the calculation for the amount of square feet required in a shelter

kennel per dog or cat.)

§ PS 2-102(h). (Clarifies that a commercial kennel is subject to a commercial kennel license; provides that licenses shall not be transferrable; updates the record keeping requirements for a commercial kennel license holder; establishes minimum standards of care for puppies and kittens associated with a breeder.)

§ PS 2-102(l). (Establishes a provision for the County Commissioners to adopt additional standards by resolution.)

§ PS 2-102(m). (Establishes what constitutes a violation, and the penalties and remedies available.)

A **Public Hearing**

will be held on Bill 21-3 at the Commissioners' Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland on **Tuesday, June 15, 2021 at 10:30 a.m.**

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, is available for public inspection in Room 1103 of the Worcester County Government Center once County Government Offices are opened to the public. In the interim, a full copy of the bill is available on the County Website at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS

Worcester County Sheriff's Office

Matthew Crisafulli
Sheriff

Mark C. Titanski
Chief Deputy

Worcester County Animal Control

Glen Grandstaff
Chief of Animal Control

Kyle Abell
Assistant Chief of Animal Control

MEMORANDUM

To: Harold Higgins, Chief Administrative Officer
From: Glen Grandstaff Chief Animal Control Office
Date: April 14, 2021
RE: Text Amendment Public Safety – Animal Control

The department has prepared the attached draft amendments for the purpose of amending the Animal Control Subtitle of the Public safety Article to provide additional definitions.

Revise stray hold times to 3 business days. Clarify and enhance existing standards including the suitable shelter provisions and commercial kennel license and record keeping requirements. Clarify the difference between a suitable shelter and a shelter kennel. Simplify the calculation of the shelter kennel area per dog or cat. Establish certain conditions in which the tethering of an animal is not acceptable. And to add provisions to commercial kennel license to address violations and penalties.

Much of the proposed legislation changes stem from a situation involving a dog breeder from the Pocomoke area and have been championed by Commissioner Josh Nordstrom.

I am available to discuss this matter with you and the County Commissioners at your convenience.

Attachments included.

Worcester County Animal Control
6207 Timmons Road
Snow Hill, MD 21863
410-632-1340- phone/ 410-632-3070- fax

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

BILL 21-

BY:
INTRODUCED:

A BILL ENTITLED

AN ACT Concerning

Public Safety – Animal Control

For the purpose of amending the Animal Control Subtitle of the Public Safety Article to provide additional definitions; revise the stray hold time to three business days; clarify and enhance existing standards including the suitable shelter provisions and the commercial kennel license record keeping requirements; clarify the difference between a suitable shelter and a shelter kennel; simplify the calculation of the shelter kennel area per dog or cat; establishing certain conditions in which tethering of an animal is not acceptable; and added provisions to the commercial kennel license to address violations and penalties.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § PS 2-101(b) of the Public Safety Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of the following definitions, to read as follows:

BREEDER

Any person who maintains six or more intact female dogs, cats or an aggregate thereof, over four months of age, on the premises for any period of time, for the purpose of breeding and selling their offspring, or sells puppies or kittens from a maximum of three litters per calendar year.

COMMERCIAL

Relating to any activity conducted with the intent of realizing a profit, in which the form of compensation is monetary or the exchange of any goods or services of value.

KENNEL, COMMERCIAL

An establishment which maintains for commercial breeding, treatment, boarding, sale, leasing, rental, training or exhibition a pack or collection of more than five dogs, cats or an aggregate thereof, over four months of age, on the premises for any period of time, other than a licensed veterinary facility. A commercial kennel shall not include any person who maintains no more than eight dogs, cats or an aggregate thereof, over four months of age, for personal use or companionship, hunting, exhibition, field working, or obedience trials, which may include the sale of puppies

or kittens from a maximum of two litter(s) per calendar year, regardless of the size of the litter by the property owner or tenant.

KENNEL, SHELTER

Any building, structure, enclosure, run, or any part thereof designed or modified for the housing, shelter or keeping of any animal.

LITTER

The offspring at one birth of a multiparous animal.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the existing definition of "dog" as contained in Subsection § PS 2-101(b) of the Public Safety Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

DOG

An animal of the Canis Familiaris species, including those animals that have been cross-bred with the species Canis Lupus, commonly known as a wolf.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the existing definition of "leash" as contained in Subsection § PS 2-101(b) of the Public Safety Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

LEASH

Any lead, leash, cord, remote controlled electronic collar, or other restraint preventing an animal from moving more than fifteen feet from the person holding the electronic device or restraint opposite the end attached to the animal.

Section 4. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that the existing definition of "suitable shelter" as contained in Subsection § PS 2-101(b) of the Public Safety Article of the Code of Public Local Laws of Worcester County, Maryland be repealed.

Section 5. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § PS 2-101(i) of the Public Safety Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

(i) Animals not to run at large; impoundment. It shall be unlawful for any person to permit a dog, cat or other animal owned or harbored by him to run at large. Any such animal running at large may be apprehended by the Animal Control Warden or other designated officer and may be impounded in the animal pound. Any animal so impounded shall be held at the animal pound not less than three business days unless sooner redeemed by the owner. The owner of such animal may redeem it from the animal pound after its seizure upon the payment of a

redemption fee and fine as established by resolution of the County Commissioners, subject, however, to the consent of the Warden as provided in Subsection (h) above. Any animal presenting symptoms of infectious or communicable disease constituting a health threat to other animals in the pound may be euthanized prior to the expiration of the holding period.

Section 6. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new subparagraph (1) be added to Subsection § PS 2-101(v) of the Public Safety Article of the Code of Public Local Laws of Worcester County, Maryland to read as follows:

(1) Tethering of any animal shall be prohibited in the following instances:

A. During unsafe weather conditions.

B. During the heat cycle, gestation and lactation period of any female dog or cat.

C. On the premises of a commercial kennel.

Section 7. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § PS 2-101(w) of the Public Safety Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

(w) Suitable shelter. The owner of an animal that is not kept within a home or building shall provide the animal with suitable shelter to protect it from wind, snow, rain, cold, sunlight and unsafe weather conditions. An animal shall be brought inside a home or building within thirty minutes of the onset of and during unsafe weather conditions, unless the animal has continuous suitable shelter. This provision shall not apply if the animal is lawfully and actively engaged in hunting, sporting, field working, or training. A suitable shelter shall include:

(1) A solid floor that shall not be wire or chain link, a roof, and four walls, one of which shall contain a doorway. A suitable shelter does not include a crawl space that is under a building, space under a vehicle, or any structure made of cardboard or other materials that are easily degraded by the elements.

(2) No interior surfaces shall be metal, nor have sharp points or edges.

(3) All surfaces in contact with the animal shall be constructed of a material that can be adequately cleaned and sanitized or be replaced when worn or soiled.

(4) a minimum of one foot of headroom above the head of the tallest

animal in the enclosure.

(5) Adequate bedding shall be provided consisting of straw, hay, wood dust, wood shavings, or other organic material deemed acceptable to the Animal Control Warden. Bedding shall not consist of towels, blankets, clothing or other similar material.

(6) The space available to the animal in the shelter shall be maintained in a safe and healthful manner, free of standing water, waste, debris, fecal matter, protection from flooding, provided with adequate ventilation to allow the animal to remain dry and maintain a normal body temperature and exposure to natural or artificial light.

(7) Suitable shelters shall not be stacked one on top of another nor suspended from the ceiling.

Section 8. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § PS 2-101(x) of the Public Safety Article of the Code of Public Local Laws of Worcester County, Maryland be renumbered as § PS 2-101(y) and a new § PS 2-101(x) be enacted to read as follows:

(x) Shelter kennel. A shelter kennel shall be provided for all commercial kennels. These standards shall also apply when a shelter kennel is provided by an owner of an animal. In addition to providing a suitable shelter as defined in § PS 2-101(w) hereof, the shelter kennel shall be secured, and have a floor consisting of a hard, durable material. A shelter kennel shall consist of a minimum of eighty square feet per dog, or thirty square feet per cat.

Section 9. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § PS 2-102(h) of the Public Safety Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

(h) Commercial kennel licenses.

(1) No person or entity shall operate a commercial kennel without first obtaining a commercial kennel license from the Animal Control Warden. Each lot or parcel shall be considered a separate establishment requiring an individual license. Animals kept as a part of a commercial kennel must meet the rabies vaccination and license requirements of this Subtitle. The license application shall include written verification from the Department of Development, Review and Permitting that the applicant has complied with the requirements of the Zoning and Subdivision Control Article.

(2) Such licenses shall be obtained on or before July 1 of each year and shall expire on June 30 of the following year. The license fees for commercial

kennels shall be as established by resolution of the County Commissioners. Licenses are not transferrable.

(3) Recordkeeping requirements. A commercial kennel license holder shall maintain records for each animal maintained at the commercial kennel and shall be provided to the Animal Control Warden upon request. Documentation shall include:

A. A list of the name, address, and contact information for the owner of each animal maintained at or sold from the commercial kennel.

B. Documentation that each animal over four months of age has been vaccinated against rabies, and that the vaccination is still valid during the time of its stay.

C. A list of all other treatments and vaccinations that each animal has received while in the care of the commercial kennel.

(4) Every holder of a commercial kennel license shall be deemed to have granted a right of entry to the Animal Control Warden to enter upon the premises of the licensee at all reasonable hours for the purposes of inspecting the same for violations of law.

(5) Any licensed veterinarian doing business in Worcester County shall not be required to obtain a commercial kennel license for animals held for treatment directly related to the veterinary care of said animals.

(6) Any breeder shall have all puppies or kittens examined by a licensed veterinarian within four weeks of birth. Puppies shall be dewormed and vaccinated for distemper, parvo and parainfluenza prior to being sold. Kittens shall be dewormed and vaccinated for rhinotracheitis, calicivirus, and panleukopenia prior to being sold.

Section 10. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Subsection § PS 2-102(l) of the Public Safety Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to read as follows:

(l) The County Commissioners by resolution may establish additional standards or require additional information as deemed necessary to enforce the provisions of this Title.

Section 11. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new Subsection § PS 2-102(m) of the Public

Safety Article of the Code of Public Local Laws of Worcester County, Maryland be enacted to read as follows:

(m) Violations and penalties.

(1) If the Animal Control Warden shall find that any of the provisions of this Title are being violated, it shall notify the owner of the property where such violation occurs, either by certified mail, by posting of the property or by other appropriate method. Such notification shall indicate the nature of the violation and order the action necessary to correct it within a reasonable period of time as determined by the Animal Control Warden.

(2) At the conclusion of such reasonable period, if the violation has not been satisfactorily corrected in the judgement of the Animal Control Warden, the Animal Control Warden shall take appropriate action to bring about the correction of such violation or shall take any other action authorized by law to ensure compliance with this Section and prevent violation of its provisions. Violation of the provisions of this Section or failure to comply with any of its requirements shall constitute a civil infraction. Potential penalties may include but are not limited to suspension or revocation of the license, refusal to renew the license, fines, filing of an injunction to bring about correction of any violations, impoundment of any animal and abatement of imminent dangers to the health and safety of any animal as determined by the Animal Control Warden. Each day of a violation constitutes a separate offense. The remedies available to the County and the Animal Control Warden under this Title are cumulative and not exclusive.

(3) The Animal Control Warden may suspend, revoke, or refuse to renew any commercial kennel license issued in accordance with this Section for any of the following reasons:

A. A material falsification of any information supplied on a commercial kennel license application or in any additional information supplied by the applicant concerning the sale or other disposition of each dog or cat from the kennel.

B. Any activity conducted on the licensed premises that is or would be detrimental to the health, safety or welfare of the public or to any animal located on the licensed premises.

C. Conviction of an applicant or license holder of any felony crime or misdemeanor crime associated with animal mistreatment or neglect, regardless of where committed, during the license period.

D. A repeated failure to conform to the commercial kennel license conditions, any rules or regulations adopted by resolution of the County Commissioners with regard to properties licensed under this Section or the Zoning and Subdivision Control Article of the Code of Public Local Laws as it applies to commercial kennel establishments.

(4) In the event that a commercial kennel license is suspended, revoked, or the renewal of the license is refused by the Animal Control Warden, the license holder may appeal the decision to the County Commissioners. Such request shall be made in writing within thirty days of the original notification by the Animal Control Warden. Any decisions made by the County Commissioners shall be final.

(5) Any person establishing a commercial kennel without first obtaining a commercial kennel license or operating or maintaining the same in violation of this Section or regulations or standards adopted by resolution of the County Commissioners shall be guilty of a civil infraction.

(6) If a commercial kennel license is revoked, the Animal Control Warden shall not issue a commercial kennel license for a period of three years to the former license holder.

Section 12. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § PS 2-103(b) of the Public Safety Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

(b) Condition of animal. The animal made available for adoption shall be tame, domesticated, in good health, manageable and friendly to human beings, and shall have been observed in the animal pound for not less than three business days.

Section 13. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

NOTICE OF INTRODUCTION OF BILL 21-4
WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 21-4 (Zoning – Commercial kennel) was introduced by Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom and Purnell on April 20, 2021.

A fair summary of the bill is as follows:

§ ZS 1-103(b). (Adds the definition for "breeder" in the Zoning and Subdivision Control Article to describe the ownership of six or more intact female dogs and establishes a maximum limit on the sale of puppies or kittens of three litters per calendar year.)

§ ZS 1-103(b). (Adds the definition for "cat" in the Zoning and Subdivision Control Article to describe the common house cat.)

§ ZS 1-103(b). (Adds the definition for "dog" in the Zoning and Subdivision Control Article to describe the domestic dog, and to include a cross-breed with a wolf.)

§ ZS 1-103(b). (Adds the definition for "kennel, commercial" in the Zoning and Subdivision Control Article to describe an establishment that boards, breeds, treats, sells, rents, trains or exhibits more than five dogs or cats, other than a licensed veterinary hospital or office; establishes an exception for the ownership of no more than eight dogs or cats for personal use or companionship, hunting, exhibition, field working, or obedience trials, and establishes a maximum limit on the sale of puppies or kittens from two litters per calendar year.)

§ ZS 1-103(b). (Adds the definition for "litter" in the Zoning and Subdivision Control Article to describe the single birth of multiple animals to one female animal.)

§ ZS 1-201(c)(31). (Repeals and reenacts this special exception use for a kennel in order to replace it with the newly defined commercial kennel in the A-1 Agricultural District.)

§ ZS 1-202(c)(15). (Repeals and reenacts this special exception use for a kennel in order to replace it with the newly defined commercial kennel in the A-2 Agricultural District.)

§ ZS 1-209(c)(4). (Repeals and reenacts this special exception use for a kennel in order to replace it with the newly defined commercial kennel in the C-1 Neighborhood Commercial District.)

§ ZS 1-339(a)(11). (Repeals and reenacts the section of the home occupation regulations containing the list of uses that are prohibited by replacing the kennel use with the newly defined commercial kennel.)

A **Public Hearing**

will be held on Bill 21-4 at the Commissioners' Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland on **Tuesday, June 15, 2021 at 10:45 a.m.**

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, is available for public inspection in Room 1103 of the Worcester County Government Center once County Government Offices are opened to the public. In the interim, a full copy of the bill is available on the County Website at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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ZONING DIVISION
BUILDING DIVISION
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DATA RESEARCH DIVISION
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TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Harold L. Higgins, Chief Administrative Officer
From: Edward A. Tudor, Director
Date: April 13, 2021
Re: Text Amendment – Commercial kennels

****

The Department has prepared the attached draft text amendment to amend the Zoning Code to include definitions for terms currently found in the code such as commercial kennel and breeder, and clarify the existing district regulations and home occupation provisions where the commercial kennel use is listed to reflect the new terminology. The language contained within was developed as a result of multiple discussions with the Animal Control staff at the request of Commissioner Nordstrom, and is a companion bill to the Animal Control amendments.

At this time, we are requesting that the bill be introduced and scheduled for public hearing concurrently with the Animal Control bill. The zoning bill will be sent to the Planning Commission for their May 6, 2021 meeting, and their recommendation will be forwarded to you in time for the upcoming public hearing.

Attached herewith you will find a copy of the draft amendment in bill form. An electronic version has also been sent to your office for use should one of the Commissioners wish to introduce it at their upcoming legislative session.

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

Attachments

cc: Jennifer Keener, Deputy Director

A BILL ENTITLED

AN ACT Concerning

Zoning – Commercial kennel

For the purpose of amending the Zoning and Subdivision Control Article to provide additional definitions to clarify the existing kennel use within certain zoning districts and the home occupation provisions.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-103(b) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be amended by the addition of the following definitions, to read as follows:

BREEDER - Any person who maintains six or more intact female dogs, cats or an aggregate thereof, over four months of age, on the premises for any period of time, for the purpose of breeding and selling their offspring, or sells puppies or kittens from a maximum of three litters per calendar year.

CAT - An animal of the Felis Catus species, commonly known as the common house cat.

DOG - An animal of the Canis Familiaris species, commonly known as a domestic dog, and including those animals that have been cross-bred with the species Canis Lupus, commonly known as a wolf.

KENNEL, COMMERCIAL - An establishment which maintains for commercial breeding, treatment, boarding, sale, leasing, rental, training or exhibition a pack or collection of more than five dogs, cats or an aggregate thereof, over four months of age, on the premises for any period of time, other than a licensed veterinary facility. A commercial kennel shall not include any person who maintains no more than eight dogs, cats or an aggregate thereof, over four months of age, for personal use or companionship, hunting, exhibition, field working, or obedience trials, which may include the sale of puppies or kittens from a maximum of two litter(s) per calendar year, regardless of the size of the litter by the property owner or tenant.

LITTER - The offspring at one birth of a multiparous animal.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-201(c)(31) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

(31) Commercial kennels. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty

feet; and subject to the provisions of § ZS 1-325 hereof. Furthermore, all outside pens and runways shall be at least two hundred feet from any perimeter property line or public road right-of-way.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-202(c)(15) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

(15) Veterinary clinics and commercial kennels. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet; and subject to the provisions of § ZS 1-325 hereof. Furthermore, all outside pens and runways shall be at least two hundred feet from any perimeter property line or public road right-of-way.

Section 4. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that that Subsection § ZS 1-209(c)(4) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

(4) Veterinary clinics and commercial kennels. Minimum lot requirements shall be: lot area, forty thousand square feet; lot width, two hundred feet; front yard setback, thirty-five feet [see § ZS 1-305(b) hereof]; each side yard setback, fifty feet; and rear yard setback, fifty feet; and subject to the provisions of § ZS 1-325 hereof. Furthermore, all outside pens and runways shall be at least two hundred feet from any perimeter property line or public road right-of-way.

Section 5. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that that Subsection § ZS 1-339(a)(11) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

(11) A home occupation shall not be interpreted to include a commercial kennel, restaurants, lounges, overnight exterior storage, body piercing establishments or tattoo establishments.

Section 6. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

NOTICE OF INTRODUCTION OF BILL 21-5
WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 21-5 (Zoning – Off-premises signs) was introduced by Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom and Purnell on April 20, 2021.

A fair summary of the bill is as follows:

§ ZS 1-324(d)(4)A. (Repeals and reenacts the off-premise sign provisions to eliminate the exception that a billboard that is totally destroyed by a force of nature may not be reconstructed as a nonconforming sign.)

§ ZS 1-324(d)(5). (Repeals the prohibition on the reconstruction of billboards or other off-premise advertising structures that are destroyed to certain specified extents by a force of nature; requires that the reconstruction of a billboard be limited to in-kind materials and shall not include an electronic messaging component.)

§ ZS 1-126(e). (Repeals and reenacts the grandfathering provisions for billboards to remove the reference to § ZS 1-324(d)(5), which is to be repealed, and update the State of Maryland code citation.)

A **Public Hearing**

will be held on Bill 21-5 at the Commissioners' Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland on **Tuesday, June 15, 2021 at 11 a.m.**

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, is available for public inspection in Room 1103 of the Worcester County Government Center once County Government Offices are opened to the public. In the interim, a full copy of the bill is available on the County Website at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS

RECEIVED
APR 12 2021
By

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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ZONING DIVISION
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DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Harold L. Higgins, Chief Administrative Officer
From: Edward A. Tudor, Director
Date: April 12, 2021
Re: Planning Commission Recommendation - Text Amendment Application – §ZS 1-324(d) – Off-premises signs - billboards

****

The Department has received and processed a text amendment application submitted by Hugh Cropper, IV, Esquire on behalf of his client, John H. Burbage, Jr. It seeks to amend §ZS 1-324(d)(4) and (5) of the off-premise sign section to allow billboards to take advantage of the non-conformity provisions of § ZS 1-122 relative to reconstruction, and remove the prohibition on reconstruction of billboards subject to a certain amount of destruction. The bill was amended during the Planning Commission's review to include the three items of concern from the staff report, which were as follows: 1. Maintaining a prohibition on the reconstruction of a billboard by Board of Zoning Appeals action for signs not destroyed by a force of nature; 2. Limiting the replacement materials to in-kind; and 3. Prohibiting an electronic messaging component.

The proposed text amendment was reviewed by the Planning Commission at its meeting on April 1, 2021. Following the discussion, the Planning Commission gave a unanimous favorable recommendation to the text amendment application as amended by the applicant. Attached herewith you will find a copy of the entire text amendment file, which includes the draft amendment in bill form. An electronic version has also been sent to your office for use should one of the Commissioners wish to introduce it at their upcoming legislative session.

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

Attachments

cc: Jennifer Keener, Deputy Director

A BILL ENTITLED

AN ACT Concerning

Zoning – Off-premises signs

For the purpose of amending the Zoning and Subdivision Control Article to allow for the reconstruction of billboards or off-premise advertising structures.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-324(d)(4)A of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

A. Legally existing billboards may remain and be periodically maintained as permitted nonconforming structures and uses. Notwithstanding the provisions of § ZS 1-122(d)(1) hereof, the Board of Zoning Appeals shall have no authority to grant a special exception for the reconstruction, expansion, relocation or structural alteration to an existing billboard.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that existing Subsection § ZS 1-324(d)(5) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

(5) Any billboard or off-premises advertising structure which is destroyed by the forces of nature may be reconstructed in accordance with the provisions of § ZS 1-122(d)(6) hereof. Such reconstruction shall be limited to the following:

A. Materials used for the replacement structure shall be generally in-kind with the materials of the original structure.

B. Electronic messaging components shall be strictly prohibited.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § ZS 1-126(e) of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

(e) <u>Grandfathering of billboards</u>. There shall be no grandfathering provisions for billboards in this section, but any billboard required by the governing body to be removed shall be subject to the provisions of § 1-1305 of the Annotated Code of Maryland, as from time to time amended.

Section 4. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill shall take effect forty-five (45) days from the date of its passage.

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Edward A. Tudor, Director
From: Jennifer K. Keener, AICP, Deputy Director JKK
Date: April 7, 2021
Re: Planning Commission Recommendation - Text Amendment Application – §ZS 1-324(d) – Off-premises signs - billboards

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The purpose of this memo is to forward the Planning Commission's comments and recommendation regarding a text amendment application submitted by Hugh Cropper, IV, Esquire on behalf of his client, John H. Burbage, Jr. It seeks to amend §ZS 1-324(d)(4) and (5) of the off-premise sign section to allow billboards to take advantage of the non-conformity provisions of § ZS 1-122 relative to reconstruction, and remove the prohibition on reconstruction of billboards subject to a certain amount of destruction.

In their report to the Planning Commission, the staff noted that Worcester County has maintained a long-standing policy of encouraging the removal of billboards to protect the main scenic corridors. To that effect, regulations were developed that prohibited their reconstruction under the non-conformity provisions (1992) and eliminated the ability to seek a special exception from the Board of Zoning Appeals (2009). The applicant is currently seeking to remove both restrictions. As initially drafted, there were no standards proposed for the material of the sign, which would likely lead to the substitution of steel for wood, or electronic messaging billboards. Given these concerns, staff was opposed to the text amendment as submitted.

The Planning Commission reviewed the proposed text amendment at its meeting on April 1, 2021. During his testimony, Mr. Cropper stated that his client's billboard was destroyed by a force of nature last year, and is unable to be replaced under the current zoning code. He argued that the prohibition on reconstruction was disproportionate to clients like his, as other non-conforming structures, would be able to be rebuilt if destroyed by a similar force of nature. Mr. Cropper stated that he would amend his request to include the three items from the staff report should the Planning Commission look favorably upon the amendment, which were as follows: 1. Maintaining a prohibition on the reconstruction of a billboard by Board of Zoning Appeals action for signs not destroyed by a force of nature; 2. Limiting the replacement materials to in-kind; and 3. Prohibiting an electronic messaging component.

Following the discussion, the Planning Commission gave a favorable recommendation to the text amendment application as amended.

A copy of the staff report including the application is attached, as is a copy of the amended draft bill should any of the County Commissioners wish to introduce it. Should you have questions or require additional information, please do not hesitate to contact me.

Attachment

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
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ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Worcester County Planning Commission
From: Jennifer Keener, AICP, Deputy Director JKK
Date: January 11, 2021
Re: Text Amendment Application – §ZS 1-324(d) – Off-premises signs - billboards

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The attached text amendment application has been submitted by Hugh Cropper, IV, Esquire on behalf of his client, John H. Burbage, Jr. It seeks to amend §ZS 1-324(d)(4) and (5) of the off-premise sign section to allow billboards to take advantage of the non-conformity provisions of § ZS 1-122 relative to reconstruction. Following our customary practice, once the text amendment application was received, it was reviewed by Ed Tudor, Director, Kristen Tremblay, Zoning Administrator, and Roscoe Leslie, County Attorney and Planning Commission Attorney, as well as myself for comment. Our comments relative to this request are as follows:

There are two aspects to this proposed amendment. The first pertains to the consideration that the destruction of a billboard as a result of a force of nature shall not be permitted to be reconstructed if it meets a certain threshold. The second aspect pertains to the reconstruction of a billboard in general as a non-conforming structure, regardless of whether or not it was destroyed by a force of nature. A copy of the applicable code sections are attached.

Currently, billboards may be periodically maintained under the ordinary repairs and maintenance provisions of the Zoning Code as nonconforming structures. However, any billboard that is destroyed by the forces of nature to the extent found in §ZS 1-324(d)(5) would not be able to be rebuilt. This language has been in place for nearly 30 years, when it was incorporated into the 1992 Zoning Code. Mr. Cropper is proposing to strike this section in its entirety. The objective of this language was to intentionally phase out billboards, which have been regulated since the passage of the Highway Beautification Act in 1965. The proposed amendment is contrary to the spirit of federal, state and local laws.

One of Mr. Cropper's arguments is that this regulation is unfair for financial reasons. However, as with any business venture, there are risks that must be planned for, a cost of doing business. An owner has a responsibility to ensure that their investment is properly maintained to reduce the risk of damage or destruction, no matter the structure. In addition, the current County ordinance puts all existing billboards on the same playing field. As Valerie Morton, Real Property Supervisor, Special Acquisitions and Outdoor Advertising with Maryland Department of Transportation State Highway

Administration (MDOT SHA) states in her letter (attached), approval of this amendment would only allow those billboards not located along a scenic byway to be replaced. Others would be prohibited from being reconstructed by state law.

If this facet of the current law were to be eliminated, any existing billboard not located on a scenic byway would be subject to the nonconformity provisions of §ZS 1-122(d)(6), in which reconstruction could occur with a valid permit application issued by Worcester County, and without Board of Zoning Appeals action, within two years from the date of destruction. As proposed, there are no standards that would regulate the construction materials of the replacement billboard.

The amendment also proposes the elimination of a portion of the language contained in §ZS 1-324(d)(4)A. While one sentence references the destruction provisions from the item above, a second sentence has a provision to prevent an applicant from requesting a special exception from the Board of Zoning Appeals to reconstruct an existing, intact billboard. This language was added to the Zoning Code during the 2009 updates to specifically prohibit the ability to file a special exception request to reconstruct existing billboards. Between 2001 and 2009, the Department received approximately ten special exception requests before the Board of Zoning Appeals to reconstruct or relocate billboards (between one and four signs per application) as a non-conforming structure. The majority of the applications received proposed a change in the construction material from wood supports to the steel monopole design that is more prevalent today. Staff is concerned that the elimination of this section will lead to further Board of Zoning Appeals applications to replace existing billboards in a similar manner.

It has been the long-standing policy of Worcester County to encourage the removal of billboards. In support of that policy, Worcester County included such recommendations in the US Route 50 Transportation Corridor Plan adopted in 2000 and the US Route 113 Transportation Corridor Plan adopted in 2003, as from time to time amended. The MD Blue Crab Scenic Byway Corridor Management Plan was developed in 2004 by the former Lower Eastern Shore Heritage Committee, with the support of the Worcester County Commissioners, and representation by and direct writing credit for a portion to the Worcester County Tourism department. This plan was developed to serve as a touring route for visitors, linking them with sites, attractions and resources on the three counties of the Lower Eastern Shore. The plan identified strategies and actions that should be taken to achieve this vision, one of which was the need for "better roadside management including the control of billboards" (Page 6).

In 2011, the Maryland General Assembly prohibited the construction of any new off-premise outdoor advertising signs along designated scenic byways. This also includes limitations on the reconstruction of existing billboards. The Maryland Department of Transportation State Highway Administration (MDOT SHA) is responsible for enforcement. Within Worcester County, portions of the Blue Crab byway have been combined into existing state scenic byways, such as the Cape to Cape scenic byway, and the Chesapeake Country scenic byway. Enclosed you will find a letter provided by Valerie Morton, Real Property Supervisor, Special Acquisitions and Outdoor Advertising with MDOT SHA. In her letter, she states her opposition to the proposed text amendment. As previously mentioned above, she notes that even if the local amendments were adopted, there are billboards throughout the county that could not be replaced if located on a scenic byway.

Overall, staff are concerned that the language as drafted would allow an existing billboard to be replaced with a more permanent structure, resulting in a lesser likelihood that such billboards will be phased out. In addition, we have concerns that they may include an electronic messaging component, simply by applying for a special exception as had been done in the past, as there are no standards in place to regulate the construction materials or design of the sign.

For these reasons, staff <u>does not</u> support the proposed text amendment.

However, should the Planning Commission and/or County Commissioners support this proposed amendment in part or in its entirety, staff would recommend amendments, such as:

- Maintaining a prohibition on the reconstruction of a billboard by Board of Zoning Appeals action for such signs that have not been destroyed by forces of nature;
- Limiting the construction materials of the billboard to be "replacement in kind" – wood for wood, etc.; and
- A prohibition on electronic messaging sign components for any portion of the proposed copy area of a billboard.

There may be additional clarifying code amendments that are necessary for consistency within other sections of the Zoning Code that may need to be incorporated into the proposed amendment. As always, staff will assist the applicant with the identification of those items for inclusion in the draft bill.

Should you have any questions or require additional information, please do not hesitate to contact me. I will be available to discuss this request in more detail at the upcoming meeting.

Attachments

cc: Hugh Cropper, IV, Esquire, applicant
Edward A. Tudor, Director
Roscoe Leslie, County Attorney
Kristen Tremblay, Zoning Administrator

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(2) Directional signs.

A. The Board of Zoning Appeals, as a special exception, may approve up to two directional signs in cases where the Board determines that such signs are necessary for directing motorists and are not for advertising. Only those directional signs which are reasonably necessary to guide the public shall be permitted. Such signs shall be limited to indicating a change in direction and may include the business name only; they shall not be used for advertising purposes. Signs containing the phrase "straight ahead" or other similar verbiage shall not be permitted. Such signs may be permitted for any business, institution, subdivision or other structure or use and shall not be more than four square feet in area nor more than fifteen feet in height. In the case of extreme circumstances where the public may not otherwise be able to locate such structure or use, the Board of Zoning Appeals may approve additional directional signs. Directional signs may be located in any district and shall be exempted from all setback requirements except those approved by the Board.

B. One temporary directional sign to a private residence which is for sale shall be permitted by right in any district at the street end on which the residence is located, provided that permission is obtained from the owner of the property on which the sign is located, the sign is not placed within any public right-of-way and such sign does not exceed six square feet in area.

C. Two directional signs for a bona fide church, temple or mosque shall be permitted by right in any district. Such signs may include times and days of regular services or special events. No such sign shall exceed eight square feet in area or fifteen feet in height and may not be placed within any public right-of-way.

(3) No new billboards shall be erected.

(4) Existing billboards.

A. Legally existing billboards may remain and be periodically maintained as permitted nonconforming structures and uses unless totally destroyed as specified in Subsection (d)(5) hereof. However, in no case may they be reconstructed, expanded or reerected.

B. No billboard shall have more than two hundred square feet of copy area per facing and the trim shall not exceed forty percent of the copy area. No such sign shall have an overall height of more than twenty-five feet above the ground level or twenty-five feet above the grade level of the adjacent road if higher. No more than one such billboard shall be erected at any one location and facing the same direction.

C. No billboard shall be located less than three hundred feet from any other billboard on the same side of the road, except when such sign is part of a double-faced or V-type structure where the interior angle of the "V" does not exceed forty-five degrees, nor shall any billboard be located less than one hundred feet from any R District or three hundred feet from any public or private school, park, library, church, historical shrine or other building or landmark maintained as such by a public or semipublic agency.

D. Billboards shall be set back at least as far as the required front yard depth for a principal building within the pertinent zoning district.

(5) Any billboard or off-premises advertising structure which is destroyed by the forces of nature to any of the following extents for any reason whatsoever shall be considered totally destroyed, shall lose its right to the benefit of any nonconformity provisions and may not be reerected. For the purposes hereof, "destruction" shall mean the rendering of the billboard element as unusable and the "facing" shall include the copy area and trim.

A. Destruction of fifty percent or more of the supporting piles or structure;

ITEM 22

B. Destruction of seventy-five percent or more of the facing; or

C. Destruction of twenty-five percent or more of the supporting piles or structure and fifty percent or more of the facing.

(e) Electronic messaging signs. All signs employing electronic messaging shall be subject to this section.

(1) For purposes of this section, the following definitions shall apply:

ELECTRONIC CHANGEABLE COPY SIGN

A sign or portion thereof that displays electronic, nonpictorial, text information in which each alphanumeric character, graphic, or symbol is defined by a small number of matrix elements using different combinations of light emitting diodes (LEDs), fiber optics, light bulbs or other illumination devices within the display area. Electronic changeable copy signs include computer programmable, microprocessor controlled electronic displays.

ELECTRONIC GRAPHIC DISPLAY SIGN

A sign or portion thereof that displays electronic, static graphics or static pictures, with or without information, defined by a small number of matrix elements using different combinations of light emitting diodes (LEDs), fiber optics, light bulbs or other illumination devices within the display area where the message change sequence is accomplished immediately or by means of fade, repixalization or dissolve modes. Electronic graphic display signs include computer programmable, microprocessor controlled electronic or digital displays. Electronic graphic display signs include projected images or messages with these characteristics onto buildings or other objects.

ELECTRONIC MESSAGING SIGN

An electronic changeable copy sign, an electronic graphic display sign, or video display sign.

FLASHING SIGN

A directly or indirectly illuminated sign or portion thereof that exhibits changing light or color effect by any means, so as to provide intermittent illumination that changes light intensity in sudden transitory bursts and creates the illusion of intermittent flashing light by streaming, graphic bursts showing movement, or any mode of lighting which resembles zooming, twinkling, or sparkling.

SHIMMERING SIGN

A sign which reflects an oscillating, sometimes distorted visual image.

VIDEO DISPLAY SIGN

A sign that changes its message or background in a manner or method of display characterized by motion or pictorial imagery, which may or may not include text and depicts action or a special effect to imitate movement, the presentation of pictorials or graphics displayed in a progression of frames which give the illusion of motion, including but not limited to the illusion of moving objects, moving patterns or bands of light, or expanding or contracting shapes, not including electronic changeable copy signs. Video display signs include projected images or messages with these characteristics onto buildings or other objects.

(2) Electronic messaging signs are subject to the following provisions:

A. The size and location of the sign shall be in accordance with all other requirements of this section.

B. The electronic display of background color tones, lettering, logos, pictures, illustrations, symbols, and any other electronic graphic or video display shall not blink, flash, rotate,

Worcester County, MD
Monday, January 11, 2021

Subtitle ZS1:I. General Provisions

§ ZS 1-122. Nonconformities.

(a) Statement of intent. Unless otherwise specifically provided in this Title, within the districts and under the provisions established by this Title and amendments hereto, there may exist lots, structures, uses of land and uses of structures and land in combination which were lawful when established but which are prohibited or restricted under the terms of this Title or future amendment. It is the intent of this Title to permit these nonconformities to continue yet encourage their conformance with current regulations whenever possible. It is further the intent of this Title that nonconformities shall not be altered, reconstructed, relocated, enlarged upon, expanded or extended except as herein provided.

(b) Nonconforming lots as a result of government action. From time to time, lots legal under this Title and future amendments may become nonconforming in lot area, depth or width as a result of government action, including such action as the acquisition of additional road right-of-way. Such nonconforming lots shall, without further action, be considered conforming, except that encroachment of required setbacks for uses and structures shall be permitted only by approval of the Board as a variance in accordance with the provisions of § ZS 1-116 hereof, unless grandfathered under the provisions of § ZS 1-126 or § ZS2-116 hereof.

(c) Single-family dwellings and manufactured and mobile homes on nonconforming lots of record. In any district in which single-family dwellings or manufactured or mobile homes are permitted, a single-family dwelling or manufactured or mobile home and customary accessory buildings may be erected on any single lot of record, notwithstanding limitations imposed by other provisions of this Title, provided that a single-family dwelling or manufactured or mobile home could have been lawfully erected on such lot immediately prior to the effective date of this Title, subject to the following provisions:

(1) Setbacks shall be established as follows:

A. For lots platted prior to July 27, 1965, the least restrictive of the following shall apply:

1. In no case shall any one side yard setback be less than ten percent of the width of the lot or six feet, whichever is the greater. The depth of the rear yard setback on such lot shall be thirty percent of the depth of the lot, but in no case shall it be less than fifteen feet. In cases where the right-of-way of the road on which the lot fronts is less than fifty feet in width, the depth of the front yard setback shall be the front yard setback required by the district regulations plus twenty-five feet measured from the center line of the right-of-way. The front yard depth shall be further increased to comply with the provisions of § ZS 1-305(b) hereof if applicable.

2. As established by current district regulations.

B. For lots platted on or after July 27, 1965, the least restrictive of the following shall apply:

1. Setbacks as established for the zoning district in which the lot was located at the time of recordation of the plat;

2. As established by current district regulations.

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(2) In cases where the lot does not front on a public or approved private road, a single-family dwelling, or no more than one farm building group, may be situated on a lot which is served by a deeded right-of-way of not less than fifteen feet in width, or a legally established easement or right-of-way not less than fifteen feet in width, satisfactorily proven by probative documentary evidence, which may include an opinion from an attorney at law licensed to practice law in the State of Maryland.

(3) The water supply and sewage disposal system for the lot shall be approved by the Environmental Programs Division.

(4) Manufactured and mobile homes permitted by special exception in any district shall comply with the provisions of § ZS 1-116(c)(3) hereof.

(d) Nonconforming uses of structures, land or structures and land in combination. If a lawful use involving structures, land, or structures and land in combination existed at the effective date of adoption or amendment of this Title that would not be allowed in the district under the terms of this Title or amendment, the use may be continued so long as it remains otherwise lawful, subject to the following provisions:

(1) Without prior approval of the Board of Zoning Appeals as a special exception, on any single lot of record, the noncomplying portion of any such structure shall not be:

A. Enlarged or extended. The Board of Zoning Appeals shall have no authority to grant approval of any enlargement or extension which expands by more than fifty percent of the original gross floor area and cubic content of the noncomplying portion of the structure at the time it became nonconforming; or

B. Reconstructed; or

C. Moved; or

D. Structurally altered.

(2) No nonconforming use of land shall be enlarged in area or moved to a new location except by action of the Board of Zoning Appeals as a special exception. The Board may grant an expansion not to exceed fifty percent of the original land area used in a nonconforming manner at the time it became a nonconforming use. The Board shall have no authority to grant an expansion exceeding fifty percent of the original land area used in a nonconforming manner at the time it became a nonconforming use.

(3) Any nonconforming use may be extended throughout the remaining parts of the building in which it is located, provided that such parts were manifestly arranged or designed for such use at the time of adoption or amendment of this Title. Board action is not required.

(4) Any structure, land, or structure and land in combination in or on which a nonconforming use is superseded by a permitted use shall thereafter conform to the regulations for the district in which it is located, and the nonconforming use may not thereafter be resumed.

(5) When a nonconforming use of a structure, land, or structure and land in combination is abandoned for twelve consecutive months, the structure, land, or structure and land in combination shall not thereafter be used except in conformity with the regulations of the district in which it is located.

(6) Notwithstanding any other provisions of this Title, any nonconforming structure lawfully existing at the time of the adoption or amendment of this Title which shall be destroyed to any extent by forces of nature or casualty may be repaired or reconstructed at its prior location without Board action, provided that such structure is reconstructed within two years from the

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date of destruction. Destruction by forces of nature or casualty shall not include demolition or destruction by neglect or failure to maintain.

(e) Repairs and maintenance.

(1) Ordinary repairs and maintenance may be performed on any nonconforming structure.

(2) If a nonconforming structure or portion thereof becomes physically unsafe or unlawful to occupy due to lack of repairs or maintenance and is declared by any duly authorized official to be unsafe or unlawful for occupancy by reason of physical condition, it shall not thereafter be restored or rebuilt except in conformity with this section.

(f) Uses and structures allowed under special exception provisions. Any use or structure which exists at the effective date of this Title or amendment thereto which is permitted by this Title as a special exception in the district where such use or structure is located shall not be deemed a nonconforming use or structure in such district but shall without further action be considered a conforming special exception. Such use or structure, however, shall be subject to the jurisdiction of the Board of Zoning Appeals as a special exception and shall not be expanded or otherwise modified or enlarged except upon Board hearing and approval.

(g) Existing one- and two-family dwellings. A lawfully existing one- or two-family dwelling or a lawfully existing manufactured or mobile home utilized as a residence on a single lot, including their customary incidental uses and accessory structures, are exempt from the provisions of this section, provided that:

(1) Such structures are nonconforming as to their use under current zoning district regulations; and,

(2) Such structures comply with the least restrictive height and setback requirements for the zoning district in which located; and,

(3) If abandoned, use of the dwelling or manufactured or mobile home as an occupied dwelling is resumed within two years of the date of abandonment.

A Vision for the Lower Eastern Shore

The Lower Eastern Shore is a land between the Atlantic and the Chesapeake, with a wealth of history, small towns, natural areas, and beautiful landscapes threaded by country roads, trails, and waterways. By the year 2012, this region has become a destination where visitors feel especially welcome. We have found a match between our visitors and ourselves and we all enjoy the region's natural and cultural heritage, which gives us much to explore. Across all three counties, we freely share and support events, the arts, and community life with visitors and new residents. In the midst of all this activity, we can still put our feet up and enjoy the peace and quiet. Today, we feel a deep connection to our past, and we continue to recognize our varied cultures and our dependence on one another. All of us –watermen and farmers, merchants and workers, innkeepers and artists, guides and foresters, hunters and anglers, civic leaders and educators– work wholeheartedly to create economic opportunities and regional wealth that sustains our communities, environment, and traditions.

— FROM THE LOWER EASTERN SHORE HERITAGE AREA MANAGEMENT PLAN

A Vision for the Byway

Based on this overall vision for the entire region, the byway committee developed a separate vision statement for the Byway itself:

The Real Eastern Shore -
... can be found just off the beaten path. Experience our waterways first hand by stopping at one of the many parks and wildlife areas along the Byway. Take along your fishing gear or your kayak and immerse yourself into the experience of it all. Take a boat ride out to Smith Island to see firsthand how the watermen earn a living from the Chesapeake Bay. Top it all off by stopping in one of our delightful small town museums and dine on some of the eastern shore's finest fresh seafood and produce. Whether you travel by car, by boat, or by bicycle; whether you come for a weekend or a week; you will find yourself coming back for more of the real Lower Eastern Shore.

The byway committee recognizes that there are a number of obstacles that will need to be overcome to make the vision a reality. These obstacles were identified early in the planning process and helped to identify the types of management strategies that will be needed to ensure the success of the Byway:

Key Issues

The byway committee identified a number of critical issues that needed to be addressed in order to achieve the vision:

- The preservation of historic roadways, structures and landscapes will be a significant challenge to overcome in the face of urban sprawl that is beginning to erode some of the attractiveness of the area, especially on the southeastern outskirts of Salisbury.
- There is an important need for comprehensive plan recognition in all three counties to protect distinct view sheds and historic landscapes.
- There is a need to control and/or guide development utilizing site plan review, and a need for stronger incentives to assure preservation of the assets that make the corridor unique including the use of conservation/open space design in subdivisions, and other creative techniques for guiding land use.
- There is a need for better roadside management including the control billboards, litter/pollution, and the screening or hiding of existing intrusive developments, landscaping and design standards.
- SHA District staff and state project staff will need to recognize the goals of the Byway and integrate context sensitive design approaches to everyday projects along the Byway.
- There is a need for better and more prominent public access to beaches, bays and waterways, and better facilities for on-road bicycle use (such as bicycle lanes and signed bicycle routes).

MARYLAND DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ADMINISTRATION

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor
Gregory Slater
Secretary
Tim Smith, P.E.
Administrator

TO: Jennifer Keener,
Deputy Director

FROM: Valerie Morton, Supervisor
Office of Real Estate

DATE: January 8, 2021

SUBJECT: Proposed Changes to Worcester County Outdoor Advertising Regulations

After reviewing the proposed changes to Worcester County Outdoor Advertising, Maryland Department of Transportation (MDOT), State Highway Administration (SHA) Outdoor Advertising (OA) would NOT support a change in the current county ordinance. The State of Maryland follows the Highway Beautification Act and Bonus Act provisions. The Highway Beautification Act was passed in 1965 and called for the control of outdoor advertising, including removal of certain types of signs, along the Nation's growing Interstate System and the existing Federal-aid primary system. It also required certain junkyards along Interstate or primary highways to be removed or screened and encouraged scenic enhancement and roadside development. Under CFR 23 Code 131-Control of Outdoor Advertising states the following: The Congress hereby finds and declares that the erection and maintenance of outdoor advertising signs, displays, and devices in areas adjacent to the Interstate System and the primary system should be controlled in order to protect the public investment in such highways, to promote the safety and recreational value of public travel, and to preserve natural beauty. Although the State of Maryland has adopted regulations that can be found in the Annotated Code of Maryland under the Transportation Articles 8-605 and 8-701 through 8-812, each county in Maryland has also adopted their own set of regulations as well. When reviewing a sign for compliance the State will always defer to the jurisdiction that is the most restrictive whether that would be at the Federal, State, County or Local level. Currently, the following counties do not permit new outdoor advertising: Howard, Carroll, Calvert, Charles, Anne Arundel, Baltimore County, Prince George's, Montgomery, Kent, Queen Anne's, Talbot, Worcester, and Wicomico. These counties also have provisions in their regulations that monitor and control their current inventory of signs. For instance, Montgomery County has outlawed billboards completely and gave companies a 10-year window for all billboards to be removed and no new billboards may be erected. In Washington County non-conforming signs must be static this includes any movement but not limited to flashing, scrolling, rotating, changing in light intensity or color, or image projection is prohibited. Tri-vision and other mechanical signs are also prohibited. In Charles County there is a similar act of god provision that states if a nonconforming sign is destroyed by natural causes, it may not thereafter be repaired, reconstructed, or replaced except in conformity with all the provisions of this article, and the remnants of the former sign structure shall be cleared from the land. Under CFR 23 Section 750.707, Non-conforming signs are only permitted to be reasonably repaired or maintained and any sign that is in need of substantial repair may constitute abandonment or discontinuance. These non-conforming signs are also not permitted to be upgraded and must remain substantially the same as it was on the effective day of the State law or regulations.

MARYLAND DEPARTMENT
OF TRANSPORTATION

STATE HIGHWAY
ADMINISTRATION

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor
Gregory Slater
Secretary
Tim Smith, P.E.
Administrator

The specific billboard in question located along Route 50 would be considered a conforming sign under state regulations, and MDOT SHA would allow the sign to be re-erected. However, if the county ordinance were to be amended to allow this billboard to be reconstructed, there are additional signs in Worcester County that if they were destroyed, even though a change in your county ordinance would allow them to be replaced, MDOT SHA would not permit them to be reconstructed. This is due to the Highway Beautification Act and provisions in the Maryland Annotated Code because these signs are located along a state road that is designated as a primary aid highway and a scenic byway.

If it is the goal of Worcester County to maintain the scenic beauty of the roadway, and the current provisions in your County ordinance which were created to maintain that beauty, then the current ordinance should stand as written. Because laws and regulations exist on a Federal, State, County, and Local level there will almost certainly be an instance where a sign that is damaged may not be able to be reconstructed. Altering your ordinance for this one sign does not guarantee that other signs located along roadways in your county will be allowed to be replaced under state and federal regulations.

cc: Janet Blondell, Chief Special Acquisitions

Title 23

SECTION 750.707

750.707 Nonconforming signs.

§ 750.707 Nonconforming signs.
(a) *General.* The provisions of § 750.707 apply to nonconforming signs which must be removed under State laws and regulations implementing 23 U.S.C. 131. These provisions also apply to nonconforming signs located in commercial and industrial areas within 660 feet of the nearest edge of the right-of-way which come under the so-called grandfather clause contained in State-Federal agreements. These provisions do not apply to conforming signs regardless of when or where they are erected.

(b) *Nonconforming signs.* A nonconforming sign is a sign which was lawfully erected but does not comply with the provisions of State law or State regulations passed at a later date or later fails to comply with State law or State regulations due to changed conditions. Changed conditions include, for example, signs lawfully in existence in commercial areas which at a later date become noncommercial, or signs lawfully erected on a secondary highway later classified as a primary highway.

(c) *Grandfather clause.* At the option of the State, the agreement may contain a grandfather clause under which criteria relative to size, lighting, and spacing of signs in zoned and unzoned commercial and industrial areas within 660 feet of the nearest edge of the right-of-way apply only to new signs to be erected after the date specified in the agreement. Any sign lawfully in existence in a commercial or industrial area on such date may remain even though it may not comply with the size, lighting, or spacing criteria. This clause only allows an individual sign at its particular location for the duration of its normal life subject to customary maintenance. Preexisting signs covered by a grandfather clause, which do not comply with the agreement criteria have the status of nonconforming signs.

(d) *Maintenance and continuance.* In order to maintain and continue a nonconforming sign, the following conditions apply:

(1) The sign must have been actually in existence at the time the applicable State law or regulations became effective as distinguished from a contemplated use such as a lease or agreement with the property owner. There are two exceptions to actual existence as follows:

(i) Where a permit or similar specific State governmental action was granted for the construction of a sign prior to the effective date of the State law or regulations and the sign owner acted in good faith and expended sums in reliance thereon. This exception shall not apply in instances where large numbers of permits were applied for and issued to a single sign owner, obviously in anticipation of the passage of a State control law.

(ii) Where the State outdoor advertising control law or the Federal-State agreement provides that signs in commercial and industrial areas may be erected within six (6) months after the effective date of the law or agreement provided a lease dated prior to such effective date was filed with the State and recorded within thirty (30) days following such effective date.

(2) There must be existing property rights in the sign affected by the State law or regulations. For example, paper signs nailed to trees, abandoned signs and the like are not protected.

(3) The sign may be sold, leased, or otherwise transferred without affecting its status, but its location may not be changed. A nonconforming sign removed as a result of a right-of-way taking or for any other reason may be relocated to a conforming area but cannot be reestablished at a new location as a nonconforming use.

(4) The sign must have been lawful on the effective date of the State law or regulations, and must continue to be lawfully maintained.

(5) The sign must remain substantially the same as it was on the effective date of the State law or regulations. Reasonable repair and maintenance of the sign, including a change of advertising message, is not a change which would terminate nonconforming rights. Each State shall develop its own criteria to determine when customary maintenance ceases and a substantial change has occurred which would terminate nonconforming rights.

(6) The sign may continue as long as it is not destroyed, abandoned, or discontinued. If permitted by State law and reerected in kind, exception may be made for signs destroyed due to vandalism and other criminal or tortious acts.

(i) Each state shall develop criteria to define destruction, abandonment and discontinuance. These criteria may provide that a sign which for a designated period of time has obsolete advertising matter or is without advertising matter or is in need of substantial repair may constitute abandonment or discontinuance. Similarly, a sign damaged in excess of a certain percentage of its replacement cost may be considered destroyed.

(ii) Where an existing nonconforming sign ceases to display advertising matter, a reasonable period of time to replace advertising content must be established by each State. Where new content is not put on a structure within the established period, the use of the structure as a nonconforming outdoor advertising sign is terminated and shall constitute an abandonment or discontinuance. Where a State establishes a period of more than one (1) year as a reasonable period for change of message, it shall justify that period as a customary enforcement practice within the State. This established period may be waived for an involuntary discontinuance such as the closing of a highway for repair in front of the sign.

(e) *Just compensation.* The States are required to pay just compensation for the removal of nonconforming lawfully existing signs in accordance with the terms of 23 U.S.C. 131 and the provisions of subpart D, part 750, chapter I, 23 CFR. The conditions which establish a right to maintain a nonconforming sign and therefore the right to compensation must pertain at the time it is acquired or removed.

DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

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

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

MEMORANDUM

To: Edward A. Tudor, Director
Roscoe Leslie, County Attorney
Kristen Tremblay, Zoning Administrator
From: Jennifer K. Keener, AICP, Deputy Director JKK
Date: October 20, 2020
Re: Text Amendment Application – §ZS 1-324(d) Off-premises signs - billboards

****

The attached text amendment application has been submitted by Hugh Cropper, IV, on behalf of his client John H. Burbage, Jr. It seeks to amend §ZS 1-324(d)(4) and (5) of the off-premise sign section to allow billboards to take advantage of the non-conformity provisions of § ZS 1-122 relative to reconstruction. Currently, billboards may be maintained under the ordinary repairs and maintenance clause of the non-conformity section. However, any billboard that is destroyed by the forces of nature to the extent found in §ZS 1-324(d)(5) would not be able to be rebuilt.

Also attached is the draft bill form of the request. I anticipate scheduling this text amendment for consideration by the Planning Commission at a forthcoming meeting. So that I may incorporate them into the staff report, please submit your comments to me no later than November 18, 2020.

Should you have questions or require additional information, please do not hesitate to contact me. Thank you for your attention to this matter.

Attachment

Worcester County Commissioners
Government Office Building
One West Market Street, Room 1103
Snow Hill, Maryland 21863

Please Type or Print in Ink

PETITION FOR AMENDMENT OF OFFICIAL TEXT
OF THE ZONING AND SUBDIVISION CONTROL ARTICLE

(Office Use Only - Please Do Not Write In This Space)

Date Received by Office of the County Commissioners: _____

Date Received by Development Review and Permitting: 10/15/2020

Date Reviewed by Planning Commission: 4/1/2021

I. Application - Proposals for amendments to the text of the Zoning and Subdivision Control Article may be made by any interested person who is a resident of Worcester County, a taxpayer therein, or by any governmental agency of the County. Check applicable status below:

A. Resident of Worcester County. XXX

B. Taxpayer of Worcester County. XXX

C. Governmental Agency _____

_____ (Name of Agency)

II. Proposed Change to Text of the Zoning and Subdivision Control Article.

A. Section Number: ZS 1-324 (d)

B. Page Number: 231

C. Proposed revised text, addition or deletion:

See attached

III. Reasons for Requesting Text Change:

A. Please list reasons or other information as to why the proposed text change is necessary and therefore requested:

Please See Attached

IV. Signature of Applicants

Signature: , attorney

Printed Name of Applicant: John H. Burbage, Jr.

Mailing Address: 9919 Stephen Decatur Highway, Ocean Gateway, Ocean City, MD 21842

Phone Number: 410-213-1900 E-Mail: jburbage@bwdc.com

Date: October 8, 2020

Signature of Attorney:

Printed Name of Attorney: Hugh Cropper IV

Mailing Address: 9923 Stephen Decatur Hwy., D-2, Ocean City, Maryland 21842

Phone Number: 410-213-2681 E-Mail: hcropper@bbcmlaw.com

Date: October 8, 2020

V. General Information Relating to the Text Change Request.

A. Applications for text amendments shall be addressed to and filed with the Office of the County Commissioners. The required filing fee must accompany the application.

B. Procedure for Text Amendments - Text amendments shall be passed by the County Commissioners of Worcester County as Public Local Laws according to legally required procedures, with the following additional requirements. Any proposed amendment shall first be referred to the Planning Commission for recommendation. The Planning Commission shall make a recommendation

within a reasonable time after receipt of the proposed amendment. After receipt of the recommendation of the Planning Commission, the County Commissioners shall hold at least one public hearing in relation to the proposed amendment, at which parties and interested citizens shall have any opportunity to be heard. At least fifteen (15) days' notice of the time and place of such hearing and the nature of the proposed amendment shall be published in an official paper or a paper of general circulation in Worcester County. In the event no County Commissioner is willing to introduce the proposed amendment as a bill, it need not be considered.

(4) Existing billboards.

A. Legally existing billboards may remain and be periodically maintained as permitted nonconforming structures and uses. ~~unless totally destroyed as specified in Subsection (d)(5) hereof. However, in no case may they be reconstructed, expanded or reerected~~.

B. No billboard shall have more than two hundred square feet of copy area per facing and the trim shall not exceed forty percent of the copy area. No such sign shall have an overall height of more than twenty-five feet above the ground level or twenty-five feet above the grade level of the adjacent road if higher. No more than one such billboard shall be erected at any one location and facing the same direction.

C. No billboard shall be located less than three hundred feet from any other billboard on the same side of the road, except when such sign is part of a double-faced or V-type structure where the interior angle of the "V" does not exceed forty-five degrees, nor shall any billboard be located less than one hundred feet from any R District or three hundred feet from any public or private school, park, library, church, historical shrine or other building or landmark maintained as such by a public or semipublic agency.

D. Billboards shall be set back at least as far as the required front yard depth for a principal building within the pertinent zoning district.

(5) Any billboard or off-premises advertising structure which is destroyed by the forces of nature to any of the following extents for any reason whatsoever shall be considered totally destroyed, shall lose its right to the benefit of any nonconformity provisions and may not be reerected. For the purposes hereof, "destruction" shall mean the rendering of the billboard element as unusable and the "facing" shall include the copy area and trim.

A. Destruction of fifty percent or more of the supporting piles or structure;

B. Destruction of seventy-five percent or more of the facing; or

C. Destruction of twenty-five percent or more of the supporting piles or structure and fifty percent or more of the facing.

(e) Electronic messaging signs. All signs employing electronic messaging shall be subject to this Section.

(1) For purposes of this Section, the following definitions shall apply:

A. Electronic changeable copy sign. A sign or portion thereof that displays electronic, nonpictorial, text information in which each alphanumeric character, graphic, or symbol is defined by a small number of ~~matric~~ MATRIX elements using different combinations of light emitting diodes (LEDs), fiber optics, light bulbs or other illumination devices within the display area. Electronic changeable copy signs include computer programmable, microprocessor controlled electronic displays.

B. Electronic graphic display sign. A sign or portion thereof that displays electronic, static graphics or static pictures, with or without information, defined by a small number of ~~matric~~ MATRIX elements using different combinations of light emitting diodes (LEDs), fiber optics, light bulbs or other illumination devices within the display area where the message change sequence is accomplished immediately or by means of fade, repixalization or

REASONS IN SUPPORT OF TEXT CHANGE

Legally existing billboards are permitted as non-conforming structures and uses. However, no new billboards shall be erected.

As the Code is currently written, if a billboard is destroyed by an Act of God, weather, or some other event, it may not be reerected.

The Code includes a specific definition of what it means to be destroyed by the forces of nature.

This is unfair for a number of reasons. First, the undersigned is not aware of any other structure or use in the Code that, if destroyed in a hurricane or other storm, cannot be rebuilt. Even in the Critical Area, Critical Area Buffer, or other environmentally sensitive areas, houses and other structures can be rebuilt if they are destroyed by hurricanes or floods.

Second, from a financial perspective, it is impossible to make any financial plans with the current law. Why would anyone lease a billboard, knowing it could be destroyed the next day and not rebuilt? Why would anyone spend money to upgrade a billboard, knowing that the right to maintain it could end at any time?

The undersigned recognizes the County's policy against a proliferation of billboards, but no new billboards shall be permitted.

If something is legally existing, and it is destroyed by a force of nature, or Act of God (such as lightning), it should be able to be rebuilt.

Respectfully submitted,

Hugh Cropper IV
Attorney for John H., Burbage, Jr.

RESOLUTION NO. 21 - 11
RESOLUTION ADOPTING SOLID WASTE ENTERPRISE FUND BUDGET AND FEES FOR JULY 1, 2021 THROUGH JUNE 30, 2022

Recitals

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

B. Worcester County Commissioners established a Worcester County Landfill Enterprise Fund ("Solid Waste Enterprise Fund") by resolution dated June 4, 1996 to account for the revenues and expenditures associated with the daily operation of the landfill and transfer stations as well as the opening and closure of landfill cells.

C. The County Commissioners desire that revenues generated by the use of the Central Landfill and the County's household solid waste transfer stations be sufficient to cover all expenses related to the daily operation of the Central Landfill and transfer stations.

NOW, THEREFORE, BE IT RESOLVED that the County Commissioners of Worcester County, Maryland adopt the following Solid Waste budgets and fees for the year July 1, 2021 through June 30, 2022:

1. The Board of County Commissioners adopt a Solid Waste Enterprise Fund Expense Budget for Fiscal Year 2021/2022 in the amount of $3,475,183.00 pursuant to FY 2021/2022 Solid Waste Enterprise Fund Budget on file with the Worcester County Treasurer's Office which is incorporated herein and made a part hereof.

2. The Board of County Commissioners adopt the following landfill fees for Fiscal Year 2021/2022:

    a. The landfill tipping fee for Refuse shall be $0.75 per 20 pounds as calculated by scales located at the Central Landfill, with a minimum charge of $10.00, and shall be subject to all other provisions for said tipping fees established by Resolution of the County Commissioners dated February 11, 1992 and as amended by resolution dated June 16, 1992.

b. The landfill tipping fee for Dirt, Grit, Red Ash, Sludge, Stumps, and Yard Waste shall be $0.80 per 20 pounds as calculated by scales located at the Central Landfill, with a minimum charge of $10.00.

c. The landfill tipping fee for passenger car and truck tires by weight shall be $2.25 per 20 pounds, with a minimum charge of $10.00.

d. The landfill tipping fee for industrial and tractor tires by weight shall be $6.00 per 20 pounds, with a minimum charge of $10.00.

e. The landfill tipping fee for metals shall be $0.25 per 20 pounds, with a minimum charge of $10.00.

f. The landfill tipping fee for Construction Materials, Demolition Materials, and Concrete, which may only be disposed of at the Central Landfill, shall be $0.80 per 20 pounds, with a minimum charge of $10.00.

g. The landfill tipping fee for Asbestos, which may only be disposed of at the Central Landfill, shall be $1.50 per 20 pounds, with a minimum charge of $10.00.

h. Mulch can be purchased at the Central Landfill for $20.00 per 3 cubic yard bucket.

i. Passenger car tires may be disposed of at the Central Landfill for the fee of $3.00 per tire and $5.00 per tire on rim. Any tire disposed of on the landfill will be at a charge of $20.00 per tire.

j. Truck tires may be disposed of at the Central Landfill for the fee of $10.00 per tire. Any tire disposed of on the landfill will be at a charge of $20.00 per tire.

k. House trailers may be disposed of at the Central Landfill for the fee of $2,000.00 per trailer.

l. Boats may be disposed of at the Central Landfill for the fee of $0.80 per 20 pounds.

m. Propane tanks may be disposed of at the Central Landfill for the fee of $10.00 per tank.

n. The annual license fee for any commercial hauler shall be $25.00 for each vehicle used by said hauler to transport solid waste to the Central Landfill, and shall be subject to all other provisions for said

licenses established by Resolution of the County Commissioners dated February 25, 1992.

o. The license fee for any Worcester County local government commercial hauler shall be $15.00 for each vehicle used by said hauler to transport solid waste to the Central Landfill. The license will not expire until the vehicle is sold or disposed. The license fee shall be subject to all other provisions for said licenses established by Resolution of the County Commissioners dated February 25, 1992.

p. Fees for use of the County's homeowner convenience stations shall be either:

(1) An annual permit fee for unlimited use of the County's homeowner convenience stations by a single household shall be $100.00 for the first two vehicles, and $100.00 for the third and additional vehicles, and shall be subject to all other provisions for said permits established by Resolution of the County Commissioners dated June 16, 1992; or

(2) A Pay-As-You-Throw fee of $1.00 for each 33-gallon bag disposed at any homeowner convenience station in Worcester County.

q. To encourage recycling within the incorporated municipalities of Worcester County, a rebate of 1% will be given for each 1% of recycled materials from the municipality, with a maximum rebate of 15%. Rebates will be refunded to the municipalities quarterly.

3. The Board of County Commissioners establish late fees and interest rates for delinquent accounts as follows:

a. Accounts that are delinquent over 30 days from the date of billing shall be assessed a 1% per month interest charge.

4. All other fees or charges not listed above shall be at such amounts and rates as are currently in force or as shall be amended by resolution of the County Commissioners at which time such amended amounts and rates shall be effective.

And, Be It Further Resolved that this Resolution shall take effect on July 1, 2021.

Passed and Adopted this 15th day of June, 2021.

Attest:

_____
Harold L. Higgins
Chief Administrative Officer

Worcester County Commissioners

_____
Joseph M. Mitrecic
President

_____
Theodore J. Elder
Vice-President

_____
Anthony W. Bertino, Jr.
Commissioner

_____
Madison J. Bunting, Jr.
Commissioner

_____
James C. Church
Commissioner

_____
Joshua C. Nordstrom
Commissioner

_____
Diana Purnell
Commissioner

RESOLUTION NO. 21 - 12

RESOLUTION ADOPTING SANITARY SERVICE AREA BUDGETS, ASSESSMENTS AND CHARGES AND ESTABLISHING CLASSIFICATIONS FOR JULY 1, 2021 THROUGH JUNE 30, 2022

Recitals

A. Worcester County Code PW Section 5-310, requires the County Commissioners to annually adopt Sanitary Service Area budgets, assessments, and charges and make the following classifications for the purpose of such budgets and assessments for the year July 1, 2021 through June 30, 2022.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the following budgets, charges and assessments are adopted and the following classifications made:

A. ASSATEAGUE POINTE

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. User rates are established at $90.00 per park trailer quarterly which includes water and sewer service.
3. User rates are established at $140.50 per equivalent dwelling unit (hereinafter referred to as EDU) quarterly for sewer service only.
4. Grinder pump surcharge - $25.00 per lot
5. Snug Harbor assessment for debt service is hereby established at $162.50 per EDU quarterly.

B. BRIDDLETOWN

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly Domestic user rates are hereby established at $66.00 per EDU which includes water service only.
3. Quarterly Commercial user rates are hereby established as follows:
   a. Commercial minimum water:
      (1) 1 EDU - $56.75
      (2) 2 EDUs - $78.75
      (3) 3 to 13 EDUs - $157.50
      (4) 14 to 24 EDUs - $236.25
      (5) 25 to 39 EDUs - $315.00
      (6) 40 or more EDUs - $472.50
   b. Additional commercial water charges based on usage as follows:
      (1) $9.75 per 1,000 gallons
4. Swimming pool charge - $27.00 quarterly.
5. Irrigation system charge - $60.00 quarterly.

C. EDGEWATER ACRES

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly user rates are hereby set as follows:
   a. Domestic minimum water & sewer $175.00
   b. Additional water charges based on usage as follows:

(1) $8.00 per 1,000 gallons up to 10,000 gallons, and
(2) $9.00 per 1,000 gallons over 10,000 gallons up to 35,000 gallons, and
(3) $10.00 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
(4) $15.00 per 1,000 gallons over 45,000 gallons.

c. Domestic water only (not metered) $103.00
d. Domestic sewer only (not metered) $150.00

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

D. THE LANDINGS

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly Domestic user rates are hereby established as follows:
   a. Domestic minimum water & sewer $250.00
   b. Additional domestic water and sewer charges based on usage as follows:
      (1) $1.60 per 1,000 gallons up to 10,000 gallons, and
      (2) $3.50 per 1,000 gallons over 10,000 gallons up to 25,000 gallons, and
      (3) $6.00 per 1,000 gallons over 25,000 gallons up to 35,000 gallons, and
      (4) $9.00 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
      (5) $15.00 per 1,000 gallons over 45,000 gallons.
2. Quarterly Commercial user rates are hereby established as follows:
   a. Commercial water & sewer base and usage rates as follows:
      (1) 1 EDU - $295.00
         a. $4.00 per 1,000 gallons up to 10,000 gallons, and
         b. $6.00 per 1,000 gallons over 10,000 gallons up to 27,000 gallons, and
         c. $10.00 per 1,000 gallons over 27,000 gallons.
      (2) 2 EDUs - $385.00
         a. $4.00 per 1,000 gallons up to 10,000 gallons, and
         b. $6.00 per 1,000 gallons over 10,000 gallons up to 54,000 gallons, and
         c. $10.00 per 1,000 gallons over 54,000 gallons.
      (3) 3 to 13 EDUs - $824.00
         a. $4.00 per 1,000 gallons up to 10,000 gallons, and
         b. $6.00 per 1,000 gallons over 10,000 gallons up to 351,000 gallons, and
         c. $10.00 per 1,000 gallons over 351,000 gallons.
      (4) 14 to 24 EDUs - $1,231.00
         a. $4.00 per 1,000 gallons up to 10,000 gallons, and
         b. $6.00 per 1,000 gallons over 10,000 gallons up to 648,000 gallons, and
         c. $10.00 per 1,000 gallons over 648,000 gallons.
      (5) 25 to 39 EDUs - $1,637.00
         a. $4.00 per 1,000 gallons up to 10,000 gallons, and
         b. $6.00 per 1,000 gallons over 10,000 gallons up to 1,053,000 gallons, and
         c. $10.00 per 1,000 gallons over 1,053,000 gallons.
      (6) 40 or more EDUs - $2,461.00
         a. $4.00 per 1,000 gallons up to 10,000 gallons, and
         b. $6.00 per 1,000 gallons over 10,000 gallons up to 1,250,000 gallons, and
         c. $10.00 per 1,000 gallons over 1,250,000 gallons.
   b. Commercial water only service shall be billed at 25% of the above rates as established in 3a and 3b.
3. Unimproved Lots - Quarterly Accessibility charge $240.00 per EDU (Not yet connected).
4. Lewis Road domestic water minimum set at $39.00 per quarter.

E. LIGHTHOUSE SOUND

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly user rates are hereby established as follows:
   a. Improved Lots - Quarterly sewer service only charge $215.00 per EDU.
   b. Unimproved Lots - Quarterly accessibility charge $100.00 per EDU (Not yet connected).

F. MYSTIC HARBOUR

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly Domestic user rates are hereby established as follows:
   a. Domestic minimum water & sewer $178.00
   b. Additional domestic water and sewer charges based on usage as follows:
      (1) $1.60 per 1,000 gallons up to 10,000 gallons, and
      (2) $3.50 per 1,000 gallons over 10,000 gallons up to 25,000 gallons, and
      (3) $6.00 per 1,000 gallons over 25,000 gallons up to 35,000 gallons, and
      (4) $9.00 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
      (5) $15.00 per 1,000 gallons over 45,000 gallons.
   c. Domestic water only service (metered) shall be billed at 25% of the above rates as established in 2a and 2b.
   d. Flat rate domestic sewer only service $175.75
3. Quarterly Commercial user rates are hereby established as follows:
   a. Commercial water & sewer base and usage rates as follows:
      (1) 1 EDU - $227.00
         a. $4.00 per 1,000 gallons up to 10,000 gallons, and
         b. $6.00 per 1,000 gallons over 10,000 gallons up to 27,000 gallons, and
         c. $10.00 per 1,000 gallons over 27,000 gallons.
      (2) 2 EDUs - $315.00
         a. $4.00 per 1,000 gallons up to 10,000 gallons, and
         b. $6.00 per 1,000 gallons over 10,000 gallons up to 54,000 gallons, and
         c. $10.00 per 1,000 gallons over 54,000 gallons.
      (3) 3 to 13 EDUs - $630.00
         a. $4.00 per 1,000 gallons up to 10,000 gallons, and
         b. $6.00 per 1,000 gallons over 10,000 gallons up to 351,000 gallons, and
         c. $10.00 per 1,000 gallons over 351,000 gallons.
      (4) 14 to 24 EDUs - $945.00
         a. $4.00 per 1,000 gallons up to 10,000 gallons, and
         b. $6.00 per 1,000 gallons over 10,000 gallons up to 648,000 gallons, and
         c. $10.00 per 1,000 gallons over 648,000 gallons.
      (5) 25 to 39 EDUs - $1,260.00
         a. $4.00 per 1,000 gallons up to 10,000 gallons, and
         b. $6.00 per 1,000 gallons over 10,000 gallons up to 1,053,000 gallons, and
         c. $10.00 per 1,000 gallons over 1,053,000 gallons.
      (6) 40 or more EDUs - $1,890.00
         a. $4.00 per 1,000 gallons up to 10,000 gallons, and
         b. $6.00 per 1,000 gallons over 10,000 gallons up to 1,250,000 gallons, and
         c. $10.00 per 1,000 gallons over 1,250,000 gallons.
   b. Commercial water only service shall be billed at 25% of the above rates as established in 3a and 3b.
4. Bulk water (metered) $5.00 per thousand gallons

5. Unimproved Lots - Quarterly Accessibility charge $150.00 per EDU (Not yet connected).
6. Oyster Harbor - Standard assessments for debt service are hereby established at $18.00 per EDU quarterly.
7. Mystic Harbour sewer assessment for debt service is hereby established at $66.00 per EDU quarterly.

G. NEWARK

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly user rates are hereby established as follows:
   a. Domestic minimum water $108.00
   b. Domestic minimum sewer $108.00
   c. Domestic water $3.50 per 1,000 gallons over 3,000 gallons based on usage
   d. Domestic sewer $3.50 per 1,000 gallons over 3,000 gallons based on usage
   e. Commercial minimum water $133.00
   f. Commercial minimum sewer $133.00
   g. Commercial water $7.00 per 1,000 gallons over 3,000 gallons based on usage
   h. Commercial sewer $7.00 per 1,000 gallons over 3,000 gallons based on usage
3. Assessments are hereby established at $27.00 per EDU quarterly.
4. Classifications are established as follows:
   Properties are classified as subdivisions and businesses or industrial (commercial) based upon existing use. Residential properties are classified as subdivisions and all others are classified as business or industrial. Determinations as to equivalent dwelling unit assignments are made in accordance with Section 5-310 of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland.
5. Newark sewer assessment for debt service is hereby established at $55.00 per EDU quarterly.

H. OCEAN PINES

1. The budget attached hereto and appropriately labeled is hereby adopted.
2. Quarterly user rates are hereby set as follows:
   a. Domestic minimum water and sewer $179.00
   b. Additional domestic water and sewer charge based on usage as follows:
      (1) $1.60 per 1,000 gallons up to 10,000 gallons, and
      (2) $3.50 per 1,000 gallons over 10,000 gallons up to 25,000 gallons, and
      (3) $6.00 per 1,000 gallons over 25,000 gallons up to 35,000 gallons, and
      (4) $9.00 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
      (5) $15.00 per 1,000 gallons over 45,000 gallons.
   c. Commercial water & sewer base and usage rates as follows:
      (1) 1 EDU - $227.00
         a. $4.00 per 1,000 gallons up to 10,000 gallons, and
         b. $6.00 per 1,000 gallons over 10,000 gallons up to 27,000 gallons, and
         c. $10.00 per 1,000 gallons over 27,000 gallons.
      (2) 2 EDUs - $315.00
         a. $4.00 per 1,000 gallons up to 10,000 gallons, and
         b. $6.00 per 1,000 gallons over 10,000 gallons up to 54,000 gallons, and
         c. $10.00 per 1,000 gallons over 54,000 gallons.
      (3) 3 to 13 EDUs - $630.00
         a. $4.00 per 1,000 gallons up to 10,000 gallons, and
         b. $6.00 per 1,000 gallons over 10,000 gallons up to 351,000 gallons, and
         c. $10.00 per 1,000 gallons over 351,000 gallons.

(4) 14 to 24 EDUs - $945.00
a. $4.00 per 1,000 gallons up to 10,000 gallons, and
b. $6.00 per 1,000 gallons over 10,000 gallons up to 648,000 gallons, and
c. $10.00 per 1,000 gallons over 648,000 gallons.
(5) 25 to 39 EDUs - $1,260.00
a. $4.00 per 1,000 gallons up to 10,000 gallons, and
b. $6.00 per 1,000 gallons over 10,000 gallons up to 1,053,000 gallons, and
c. $10.00 per 1,000 gallons over 1,053,000 gallons.
(6) 40 or more EDUs - $1,890.00
a. $4.00 per 1,000 gallons up to 10,000 gallons, and
b. $6.00 per 1,000 gallons over 10,000 gallons up to 1,250,000 gallons, and
c. $10.00 per 1,000 gallons over 1,250,000 gallons.

3. Flat rate domestic sewer only service $164.75.
4. Standard assessments for debt service are hereby established at $37.00 per EDU quarterly.
5. Adjusted standard assessments are as follows:
   a. Open Space Park water - 50% of standard
   b. Open Space Park no water - 10% of standard
   c. Applicable parcels as described in Section E(2) and E(3) of 589 Agreement - 25% of Standard.
6. Classifications are established as follows:
   Properties are classified as subdivision and business or industrial based upon existing land use or committed or approved zoning or land use. Residential properties are classified as subdivisions and all others are classified as business or industrial. Open space parks and utility lots with water service are designated as Open Space Park - Water. Open space parks and utility lots without water service are designated as Open Space Park - No Water. Determinations as to equivalent dwelling unit assignments are made in accordance with Section 5-310 of the Public Works Article of the Code of Public Local Laws of Worcester County, Maryland.
7. White Horse Park lots shall pay a quarterly water and sewer flat rate of $141.00 per lot.
8. New Ocean Pines Customers who have already paid the required equity contribution do not pay the standard assessment for debt service (as referenced in item 4 above), but instead shall pay supplemental assessments for additional debt service hereby established at $20.00 per EDU per quarter.

I. RIDDLE FARM

1. The budget attached hereto and appropriately labeled is hereby adopted; and
2. Quarterly Domestic user rates are hereby established as follows:
   a. Domestic minimum water & sewer $200.00.
   b. Additional domestic water and sewer charges based on usage as follows:
      (1) $1.60 per 1,000 gallons up to 10,000 gallons, and
      (2) $3.50 per 1,000 gallons over 10,000 gallons up to 25,000 gallons, and
      (3) $6.00 per 1,000 gallons over 25,000 gallons up to 35,000 gallons, and
      (4) $9.00 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
      (5) $15.00 per 1,000 gallons over 45,000 gallons.
3. Quarterly Commercial user rates are hereby established as follows:
   a. Commercial water & sewer base and usage rates as follows:
      (1) 1 EDU - $227.00
         a. $4.00 per 1,000 gallons up to 10,000 gallons, and
         b. $6.00 per 1,000 gallons over 10,000 gallons up to 27,000 gallons, and

c. $10.00 per 1,000 gallons over 27,000 gallons.

(2) 2 EDUs - $315.00
a. $4.00 per 1,000 gallons up to 10,000 gallons, and
b. $6.00 per 1,000 gallons over 10,000 gallons up to 54,000 gallons, and
c. $10.00 per 1,000 gallons over 54,000 gallons.

(3) 3 to 13 EDUs - $630.00
a. $4.00 per 1,000 gallons up to 10,000 gallons, and
b. $6.00 per 1,000 gallons over 10,000 gallons up to 351,000 gallons, and
c. $10.00 per 1,000 gallons over 351,000 gallons.

(4) 14 to 24 EDUs - $945.00
a. $4.00 per 1,000 gallons up to 10,000 gallons, and
b. $6.00 per 1,000 gallons over 10,000 gallons up to 648,000 gallons, and
c. $10.00 per 1,000 gallons over 648,000 gallons.

(5) 25 to 39 EDUs - $1,260.00
a. $4.00 per 1,000 gallons up to 10,000 gallons, and
b. $6.00 per 1,000 gallons over 10,000 gallons up to 1,053,000 gallons, and
c. $10.00 per 1,000 gallons over 1,053,000 gallons.

(6) 40 or more EDUs - $1,890.00
a. $4.00 per 1,000 gallons up to 10,000 gallons, and
b. $6.00 per 1,000 gallons over 10,000 gallons up to 1,250,000 gallons, and
c. $10.00 per 1,000 gallons over 1,250,000 gallons.

4. Unimproved Lots - Quarterly Accessibility charge $150.00 per EDU (Not yet connected).
5. Riddle Farm assessment for debt service is hereby established at $9.00 per EDU quarterly.
6. Effluent disposal charge is hereby established at $35.00 per EDU quarterly.

J. RIVER RUN

1. The budget attached hereto and appropriately labeled is hereby adopted.
2. River Run shall pay to Ocean Pines Service Area for water as provided by contract at the following rates:
   a. Minimum quarterly water $56.00
   b. Additional water charges based on usage as follows:
      (1) $0.50 per 1,000 gallons up to 10,000 gallons, and
      (2) $1.09 per 1,000 gallons over 10,000 gallons up to 25,000 gallons, and
      (3) $1.88 per 1,000 gallons over 25,000 gallons up to 35,000 gallons, and
      (4) $2.81 per 1,000 gallons over 35,000 gallons up to 45,000 gallons, and
      (5) $4.69 per 1,000 gallons over 45,000 gallons.
3. User rates are hereby set as follows:
   a. Sewer at $150.00 per quarter.

K. WEST OCEAN CITY

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

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

L. LEACHATE

1. Leachate will be charged at $0.02 per gallon

And Be It Further Resolved the County Commissioners adopt special service fees based upon actual cost for special services required on all properties in all service areas (see Attachment A).

And Be It Further Resolved by the County Commissioners adopt that the following late fees and interest are hereby established:

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

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

And Be It Further Resolved that the County's Water and Wastewater Services departmental budget stamped as approved the 1st day of June, 2021will be on file with the Worcester County Human Resources Department are incorporated herein and made a part hereof.

And Be It Further Resolved County Code PW Section 5-310(g) shall not prohibit the charging of contract charges as authorized by the PW Article of the County Code.

Passed and Adopted this 15th day of June, 2021:

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, Jr., Commissioner

Madison J. Bunting, Jr., Commissioner

James C. Church, Commissioner

Joshua C. Nordstrom, Commissioner

Diana Purnell, Commissioner

ATTACHMENT A

WATER & WASTEWATER FEES
FY 2022 - APPROVED

WATER SERVICE INSTALLATION WITHOUT FIRE SERVICE

1"	- Existing Homes Only	$2,200

WATER SERVICE INSTALLATION WITH FIRE SERVICE

1.0"	$2,950
1.5"	$4,455
2.0"	$6,300

SEWER SERVICE INSTALLATION

Sewer lateral	$3,000	
Ocean Pines - Tank/Lateral Install and Tank Fee	$4,950	
Sewer Service Connection (customer purchases grinder pump)	$1,910	
Snug Harbor Sub-Area Section 1- (Local share)	$3,050	
Snug Harbor Sub-Area Section 2- (Construction Costs & Grinder Pump)	$7,500	
Edgewater Acres Sewer- Sussex County Fee	$6,360	**A**

A- Fee set by Sussex County. Good through 6/30/20- subject to change after that date.

FUTURE CAPITAL IMPROVEMENT CHARGE PER EDU

Edgewater	Water/Sewer	$600
Landings	Water/Sewer	$600
Lighthouse Sound	Sewer	$600
Mystic Harbour	Water	$500
Mystic Harbour	Sewer	$1,000
Newark	Water/Sewer	$600
Ocean Pines	Water/Sewer	$600
Riddle Farm	Water/Sewer	$600
River Run	Water/Sewer	$950
West Ocean City	Sewer	$600

ATTACHMENT A

WATER & WASTEWATER FEES
FY 2022 - APPROVED

EQUITY CONTRIBUTIONS & CONSTRUCTION COSTS PER EDU

Landings Service Area		
Water	$4,666	
Sewer	$13,625	
Lighthouse Sound Service Area		
Sewer	$6,100	
Mystic Harbour Service Area		
Water	$3,000	
Sewer	$8,756	
Newark Service Area		
Water/Sewer	$8,156	
Ocean Pines Service Area		
Water	$3,000	
Sewer	$11,865	
Gum Point Road Sewer Construction	$2,763	
Pines Plaza Water & Sewer Construction	$5,300	
Gum Point Road Sewer Connection (customer purchases grinder pump)	$1,738	
Riddle Farm Service Area		
Water (Including Route 50 Corridor Water)	$6,323	
Route 50 Corridor Water Construction	$2,846	
Sewer	$9,004	
Route 50 Corridor Sewer	$4,926	**B**
Snug Harbour Sub-Area Section 3		
Sewer (includes equity contrib, construction costs, hookup & misc fees)	$21,813	

B - The additional money the County collects for the sewer is distributed per the Contract.

MISCELLANEOUS FEES

Termination Service Fee	$50.00
Request Water Shut-Off	$25.00
Request Water Turn-On	$25.00
Call In During Non-Working Hours (If Homeowners Problem)	$100.00
Test Water Meter (If Meter Proves To Be Accurate)	$62.50
Returned Check	$25.00
Request Special Meter Reading (i.e. attorney, realtor, etc.)	$25.00
Bulk Water Sale Annual Permit Charge	$50.00

Metered usage shall be billed at $5.00 per thousand gallons with a $5.00 connection charge