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

September 7, 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 Correctional Officer Trainees, a Correctional Officer Cook Trainee, and an Office Assistant VI at the Jail, a Welcome Center Greeter at Economic Development and Tourism, an Office Assistant V in Recreation and Parks, a Communication Specialist Trainee and Electronic Services Specialist III in Emergency Services, a Deputy Director in Development, Review and Permitting, an Accounting Clerk II in the Treasurer's Office, and certain personnel matters; considering the acquisition of real property for a public purpose; discussing public security; receiving legal advice from Counsel; and performing administrative functions

10:00 - Call to Order, Prayer (Pastor Pam Ward), Pledge of Allegiance

10:01 - Report on Closed Session; Review and Approval of Minutes of the August 17, 2021 Meeting

10:05 - Proclamations on National Suicide Prevention Month and United Way Week, Retirement Commendations for Debra Anne Perez, David Wayne Young, and Kathy Whited, and Emergency Response Commendations regarding the May 7, 2021 Mass Casualty Accident Event 1

10:10 -

10:15 - Chief Administrative Officer: Consent Agenda

(911 Board Project, Commission for Women Revised By-Laws, Request to Bid for FY22 Asphalt, Request to Bid for FY22 Metal and Plastic Pipe, Small Project Agreement for Atlantic General Medical Center, Housing Rehabilitation Grant Release, Request to Bid for Multiple Housing Rehabilitation Projects, Special Event Zone Request Letter) 2-9

10:20 - Chief Administrative Officer: Administrative Matters

(Upcoming Board Appointments, Board of Education Budget Transfer Request, Bid Recommendation for Navigation Program, 2022 Community Partnership Agreement, Dividing Creek Rural Legacy Easement Sale, Invasive Species Management Program, Sprinklers in Manufactured Homes Resolution, Request to Bid for Lewis Road Sewer Engineering Design, Multiple Out of State Travel Requests and Authorizations, Pocomoke Armory MOU, Lease Request for Liquor Control Warehouse, ARPA and Loan Request for Broadband, ARPA Funding Work Session) 10-24

10:30 - Public Hearing on an Amendment to the Water and Sewerage Plan for Riverview Mobile Home Park 25

10:45 - Public Hearing on the Lewis Road Sewer Extension

Special Legislative Session: Public Hearing on Emergency Bill 21-1 on Electrical Standards - Licensing Requirements 26-27

11:00 -

12:00 - Questions from the Press; County Commissioner's Remarks

Lunch

1:00 PM - Chief Administrative Officer: Administrative Matters (If Necessary) 10-24

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!

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Minutes of the County Commissioners of Worcester County, Maryland

August 17, 2021

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

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, with Commissioner Church absent, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Meeting Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1), (4), and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions, permitted under the provisions of Section GP 3-104. Also present at the closed session were outgoing Chief Administrative Officer Harold L. Higgins, incoming Chief Administrative Officer Weston Young, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Information Technology Director Brian Jones, and Kenrick Gordon, PE, director of the Governor's Office of Rural Broadband. Topics discussed and actions taken included the following: hiring Cody White as a Vehicle and Equipment Mechanic III and Brian Bradford as a Landfill Operator III within the Solid Waste Division and rehiring John "Dylan" Partridge as a Plant Operator I within the Water and Wastewater Division of Public Works, and Jake Bidinger as a Parks Worker III and Tyler Keiser as a Recreation Program Manager II within Recreation and Parks receiving legal advice from counsel; and performing administrative functions, which included discussing potential board appointments and the Length of Service Award Program (LOSAP).

Following a motion by Commissioner Bertino, seconded by Commissioner Nordstrom, the Commissioners unanimously voted to adjourn their closed session at 9:53 a.m.

Commissioner Church was absent from the entire meeting.

After the closed session, the commissioners reconvened in open session. Commissioner Mitrecic called the meeting to order, and following a morning prayer by Arlene Page and pledge of allegiance, announced the topics discussed during the August 3, 2021 afternoon closed session and the August 17 morning closed session.

The commissioners reviewed and approved the minutes of their August 3, 2021 open session as presented and closed session as amended.

Upon a motion by Commissioner Bertino, the commissioners unanimously approved as a consent agenda item numbers 1-3 as follows: approving the Maryland Community Resilience Grant modification for the Selsey Road project, which includes a no-cost extension to the end

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date of December 31, 2021; authorizing a request for proposals for the Local Behavioral Health Authority (LBHA) for a peer recovery support specialist in a licensed and accredited opioid treatment program in the County; and approving a memorandum of understanding between the LBHA and the County Jail to support costs associated with mental health treatment for eligible inmates.

AstroTurf Corporation Regional Sales Manager Timothy Jordan and Design Build Vice President Steve Coleman, and Sports Facilities Companies (SFC) Partner Eric Sullivan gave a presentation regarding available options for partnering with the County to design, construct, and operate a potential sports complex in northern Worcester County. Mr. Sullivan reviewed examples of program-driven projects and cost projections for indoor and outdoor facilities that have been custom constructed to serve the uses identified by the individual jurisdictions. These included facilities that focus on community access and operated at a net-zero cost and facilities that focus on sports marketing, entertainment, and other options to generate revenue. He then reviewed a benchmark analysis to identify how a 12-field, multi-purpose complex with flex-field capabilities could perform on a per-field basis, with profits ranging from $728,000 to $2 million based whether the purpose of the venue is community access or revenue generations. He concluded that, if the commissioners select to develop a sports complex in the County, their next steps should be to determine their goals for such a facility and complete a market analysis.

In response to questions by Commissioner Bunting, Mr. Sullivan advised that, with a public-private partnership, the County would fund the cost of acquisition and development of a sports complex, and SFC would manage that asset and meet the economic goals the commissioners identify. For example, he advised that the management plan for the Hoover Metropolitan Complex in Alabama includes operating at a net-zero cost that allows the area to maximize community use, though the facility is still a powerful economic engine, generating additional revenues for the jurisdiction by putting heads in beds, which create additional hotel/motel revenues.

Mr. Coleman discussed synthetic turf options for sports fields to include drainage base construction, technology, performance, safety, after care programs, and cooperative purchasing. In response to a question by Commissioner Elder regarding maintenance costs and programs, Mr. Coleman advised that AstroTurf provides a 10-year warranty, with yearly maintenance and field replacement that is based on usage. For example, a heavily-used baseball infield may be replaced after 10 years, while the outfield may not need to be replaced for another five years. In response to a question by Commissioner Mitrecic, Mr. Sullivan stated that management plans, such as staggered event start and finish times, are designed to minimize traffic congestion and maintain a consistent flow on and off the property in high-use areas, like restrooms, concession stands, parking lots, and roadways to create a better guest experience.

Commissioner Bertino thanked everyone for their presentation, but stated concern that it was premature, as the commissioners have not yet agreed to develop a sports complex in the County or identified a suitable site; however, if they do move forward with such a project, it should go through the standard bid process.

Following further discussion, Commissioner Mitrecic noted that this was an information-gathering session only, and he thanked Mr. Jordan, Mr. Coleman, and Mr. Sullivan for providing them with possible options for the development of a sports complex in Worcester County.

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The commissioners met in legislative session.

The commissioners conducted a hearing to receive public comment on Bill 21-7 (Zoning – Agritourism), which was introduced by Commissioners Church, Elder, Mitrecic, Nordstrom, and Purnell on July 20, 2021. Development Review and Permitting Director Jennifer Keener reviewed the draft bill, which includes amendments to Subsections 1-201(c)(9) Agritourism facility, 1-202(c)(9) of the A-1 and A-2 Agricultural Districts to include agritourism, which also incorporates agricultural alcohol production, and which repeals Subsection 1-201(c)(10) and 1-202(c)(10), which is the wineries provision to include the use of not more than 20 percent of the gross acreage of a lot or parcel for agritourism uses and structures, limiting the number of allowable festivals to four per year, increasing the minimum yard setbacks to 100 feet, and establishing the use as a special exception instead of as an accessory use.

Commissioner Mitrecic opened the floor to receive public comment.

Darren Casto, owner of Castle Farm, stated that he operates an equestrian estate that hosts approximately 100 weddings annually. However, he is currently unable to utilize the spacious barn on his property in its current configuration for anything other than background decoration during ceremonies because it does not meet the building code. He pointed out that surrounding counties allow similarly-sized venues to host weddings without requiring drastic changes, and he urged the commissioners to take the necessary steps to permit those same uses in Worcester County. In response to a question by Commissioner Bunting, Ms. Keener confirmed that the passage of Bill 21-7 would not impact the uses on Mr. Casto's farm, which falls under a special exception for non-agricultural events, such as weddings, and which are not part of the bill being considered today. Rather, the changes Mr. Casto is seeking are related to the State code. Commissioner Bunting stated it would be better to work with the Fire Marshal's Office to address this specific issue rather than adopting sweeping legislation that would then apply to every piece of agricultural land in the County.

In response to concerns raised by Commissioner Bertino, Ms. Keener stated that the passage of Bill 21-7 would not affect Mr. Casto's current approved uses because this bill does not repeal the special exception that he was granted through the text amendment process for non-agricultural events, which includes weddings. She confirmed that concerns with the structure are what they hope to address at the State level, as the State building code does not allow weddings as agritourism. In response to questions by Commissioner Elder, Mr. Casto confirmed that his barn could be used for weddings if it was located in either Somerset County or Wicomico County. In response to a question by Commissioner Purnell, Mr. Casto stated that Castle Farm is a century farm that goes back six generations, and hosting weddings allows his farm to generate additional revenues. In response to a question by Commissioner Nordstrom, Ms. Keener stated that use limitations for the barn at Castle Farm pertain to the State building and fire codes, not County zoning.

Senator Mary Beth Carozza began by recognizing outgoing Chief Administrative Officer Harold Higgins for his service. She then stated that other Maryland jurisdictions have worked through issues at the local level and then received local courtesy once they reach the State level; which has given them a greater competitive edge in this market. She then urged the commissioners to develop an inclusive plan rather than addressing these types of issues on a case-by-case basis, and she committed to moving an inclusive Worcester County agricultural tourism bill forward at the State level. In response to questions by Commissioner Bertino, incoming Chief Administrative Officer Weston Young stated that the County currently permits

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wineries as an agritourism use, and the bill before them today will add alcohol production as an agritourism use. He then advised that on June 1, 2021 the Commissioners requested the Eastern Shore Delegation introduce legislation in the 2022 Maryland General Assembly to change State Public Safety Article 12-508 to add Worcester County to the list of counties where an existing agricultural building used for agritourism is not considered a change of occupancy that would require a building permit under certain circumstances and to define weddings as an agritourism use.

Jeannie Mariner, of Windmill Creek Wine and Vineyard, a twelve-acre, alcohol-producing farm near Ocean Pines, urged the commissioners to adopt Bill 21-7. She explained that five years ago her family began operating a vineyard to generate revenue to save their farm. She concluded that agritourism provides the revenue-generating opportunities needed to keep agricultural lands in production from generation to generation rather than being sold and developed for housing or strip malls.

Jack Lord, of Costa Ventosa Winery and Brewery in Whaleyville, stated that this is a good bill for the most part. However, he stated that section three places too many restrictions on agritourism, including a minimum lot of ten acres, restrictive setbacks, and a cap of four on the number of events that may be hosted. Therefore, he urged the commissioners to amend the bill to reduce the minimum acreage that defines a farm from 10 acres to five acres, to reduce the setbacks, and to increase the number of permitted events to at least one per month.

Farmer and former Commissioner Virgil Shockley of Snow Hill thanked Mr. Higgins for his years of service. He then advised that he does not oppose Bill 21-7 and has no problem with adding weddings to permitted agritourism uses. However, he urged the commissioners to slow down and look at how other jurisdictions, like Frederick County, addressed agritourism. He also stressed that agritourism uses should be restricted to the A-2 Agricultural District to protect farmlands in the A-1 Agricultural District, thus preserving Right to Farm laws. He then reviewed the economic impact of lands in farm production in Worcester County and encouraged the commissioners to include ethanol production as a permitted agricultural use. In response to a question by Commissioner Bertino, former Commissioner Shockley stated that the commissioners approved a 2008 text amendment to recognize biodiesel production as an agricultural use, and he encouraged the commissioners to add ethanol as well.

Paul Carlotta, of Sinepuxent Brewing Company, urged the commissioners to adopt a revised version of the bill that increases the maximum use area from 20% to at least 50%, and reduces the 100-foot front, rear, and side-yard setbacks, which are more restrictive than the setbacks currently permitted for farmland in the A-2 District. He stated that adopting this bill as revised would not only allow him to immediately expand his 1,500-square-foot operations by constructing a new building, with a tasting room and reasonable space for seating, it would also encourage the development of similar facilities that could make the County an agritourism destination.

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

Commissioner Bunting stated that the County has been a good steward of agricultural lands, and while he supports agritourism uses, such as wineries and biodiesel, the bill under consideration today establishes an unfair advantage, as those developing an agritourism business in the Agricultural Districts would not be required to adhere to the same processes required for those establishing similar businesses in other districts. He stated that this bill is the wrong move

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for the County, and he cannot support it.

Following some discussion and upon a motion by Commissioner Nordstrom, the commissioners voted 4-2, with Commissioners Bertino and Bunting voting in opposition, to amend Bill 21-7 to reduce the front and side-yard setbacks from 100 feet to 50 feet and to increase the maximum area of use from 20% to 30% and to adopt Bill 21-7 as amended.

The Commissioners met with Ms. Keener to review a text amendment application drafted by the Board of Electrical Examiners and County staff to negate the local impacts of Senate Bill 762 – Maryland Electricians Act, which prohibits local jurisdictions from licensing certain classes of electricians as of July 1, 2021. Ms. Keener stated that Worcester County is one of several counties that previously licensed general electricians, a type which does not fit within the State's three licensure categories (master, journeyperson, or apprentice). Therefore, the local legislation is necessary to provide the general electricians in the County with an opportunity to qualify to test for a master electrician license, with those who pass the test to be provided with a Worcester County Master's Electrician License retroactively dated to June 30, 2021.

Commissioners Bertino, Bunting, Elder, Mitrecic, Nordstrom, and Purnell introduced the aforementioned text amendment as Emergency Bill 21-1 (Electrical Standards – Licensing Requirements) and agreed to schedule a public hearing on the bill.

Commissioner Mitrecic closed the legislative session.

The commissioners recessed for five minutes.

Pocomoke City Manager Jeremy Mason met with the commissioners to seek their support for plans to construct a new library on the city block encompassed by Second Street, Clark Avenue, Maple Street, and Willow Street, where the failing Armory building currently stands. He advised that city officials have been working with State partners to develop plans, cost estimates, and apply for a State grant to fund a project to remediate asbestos and other hazards from the Armory and to ultimately demolish the structure. He stated that this city block is part of a depressed area near the river and town center that is being planned for redevelopment, and both city and library officials consider this to be an ideal location for the new branch library, which would be located near the river and other attractions downtown. He concluded that, as part of the State grant process, the town is requesting the commissioners enter into a written agreement that the County will accept ownership of the Armory property for public use after the demolition.

Upon the recommendation of Commissioner Bunting, the commissioners conceptually supported the request, but agreed to refrain from taking a formal vote on the matter until the written agreement is available for their review.

Pursuant to the request of Local Behavioral Health Authority Director Jessica Sexauer and upon a motion by Commissioner Bertino, the commissioners unanimously awarded the highest-scoring proposal to Children's Choice of Maryland, Inc. (90.25 out of a possible 100) to implement respite care services to support family caregivers of children and adolescents 0-18 years old with emotional and behavioral disturbance who are eligible for Maryland's Public Behavioral Health System in Somerset, Wicomico, and Worcester Counties beginning October 1, 2021.

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The commissioners reviewed and discussed various board appointments.

Upon a nomination by Commissioner Nordstrom, the commissioners unanimously agreed to reappoint Robert "Bo" Duke and Ivy Wells to the Lower Shore Workforce Development Board for additional four-year terms each expiring September 30, 2025.

The commissioners met with Public Works Director Dallas Baker to review the results of a speed studies conducted on Dixie Drive, with a posted speed limit of 30 mph, from June 24 – July 1; St. Martins Neck Road, with a posted speed limit of 40 mph, from July 6-12; and North Piney Point Road, with a posted speed limit of 35 mph, from July 14-21. These speed studies were conducted to speeding concerns raised by area resident Francesca Zurla. Mr. Baker reviewed the results and noted that 3,993 vehicles or 67.4% of drivers traveled 31 mph or greater, and 1,931 or 32.6% of drivers traveled 30 mph or less, while the average speed was 33 mph on Dixie Drive; 12,385 vehicles or 77.8% of drivers traveled 41 mph or greater, and 3,543 or 22.2% of drivers traveled 40 mph or less, while the average speed was 45 mph on St. Martins Neck Road; and 189 vehicles or 38.5% of drivers traveled 36 mph or greater, and 302 or 61.5% of drivers traveled 35 mph or less, while the average speed was 31 mph on North Piney Point Road during the speed studies. Mr. Baker noted that vehicles are traveling at higher speeds on all County roadways, causing unsafe conditions for residents and pedestrians. As safety is a priority, he recommended increasing enforcement measures.

Upon a motion by Commissioner Bunting, the commissioners concurred with staff's recommendation to maintain the existing speed limits posted in the Bishopville community and to request that the Sheriff's Office increase enforcement efforts on these posted roads.

Pursuant to the recommendation of Mr. Baker and upon a motion by Commissioner Bertino, the commissioners unanimously authorized Commission President Mitrecic to sign the draft FY22 Consolidated Transportation Plan letter to the Maryland Department of Transportation (MDOT), which includes the following priority projects: dualizing MD Rt. 90, with phase I to include strengthening and widening the existing shoulders, phase II to include adding a new center lane, and phase III to include fully dualizing MD Rt. 90; replacing or repairing the drawbridge on the Harry W. Kelley Memorial Bridge entering Ocean City; dualizing MD Rt. 589; signalizing the MD Rt. 611 and MD Rt. 376 intersection in the West Ocean City area; signalizing the MD Rt. 367 and MD Rt. 368 intersection in Bishopville; eliminating flooding on MD Rt. 12 north of Snow Hill; constructing a dedicated right turn lane on south bound St. Martin's Neck Road at MD Rt. 90; constructing an APS/CPS pedestrian crossing at U.S. Rt. 113 and MD Rt. 346 in Berlin; developing an access management strategic plan for the MD Rt. 611 corridor; and constructing a shared use path on MD Rt. 611 from US Rt. 50 to Assateague State Park.

Mr. Baker explained that, since the completion of the U.S. Rt. 113 dualization project, the dualization of MD Rt. 90 and MD Rt. 589 and rebuilding or supplementing the U.S. Rt. 50 drawbridge remain the top three requests in this year's letter. However, the additional projects are smaller in both scope and cost for MDOT to improve County roadways while continuing to advance the larger projects.

The commissioners met with County Engineer Bill Bradshaw to review the sole bid to expand the Washington Street parking lot from Chesapeake Turf, LLC at a base bid of $309,300,

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with an additional cost of $153,200 for option A and $15,900 for option B. Mr. Bradshaw advised that $325,000 is available within the FY22 budget for this project. Therefore, since this is the only competitive bid and the market is known to be inflated due to material delays and high labor utilization, he suggested that the commissioners either reject the bid or approve only the base bid.

Upon a motion by Commissioner Bunting, the commissioners unanimously rejected the sole bid from Chesapeake Turf, LLC and agreed to reassess the scope of the project to identify cost saving measures.

Environmental Programs Director Bob Mitchell reviewed the proposed schedule for the comprehensive update to the Atlantic Coastal Bays and Chesapeake Bays Critical Area Ordinance, which consolidates the two codes into one. He stated that the plan will be introduced during the commissioners' next legislative session on September 21, 2021, which will be followed by two listening sessions in the north and south ends of the County prior to the public hearing on November 16. He agreed to provide the commissioners with any public comments that are made at the listening sessions.

Pursuant to the request of Emergency Services Director Billy Birch and upon a motion by Commissioner Nordstrom, the commissioners unanimously approved out-of-state travel for Mr. Birch to attend the International Association of Emergency Managers Conference in Grand Rapids, Michigan from October 14-22, 2021 at a cost of $3,994.80 for registration, flights, lodging and meals.

Pursuant to the recommendation of Public Information Officer Kim Moses and a request from Berlin Economic Development Director Ivy Wells and upon a motion by Commissioner Nordstrom, the Commissioners unanimously authorized Commission President Mitrecic to sign a letter of support to be submitted with an application from the Town of Berlin for an FY22 Maryland State Arts Council grant. Any funds awarded will be used to hire artist Jay Coleman to paint a mural in the Arts and Entertainment District depicting Berlin native and gospel music godfather Reverend Dr. Charles Albert Tindley.

Upon a motion by Commissioner Bunting, the commissioners unanimously adopted the State fire marshal's interpretation that the Public Safety Article of the Annotated Code of Maryland that manufactured/mobile homes delivered to locations in the State are not subject to the Maryland Building Performance Standards or the Model Performance Code, but are subject to the federal Housing and Urban Development requirements and the statewide requirements in COMAR 09.12.52.15, which do not require the installation of a residential fire sprinkler system.

The Commissioners recognized that this is their last meeting with Chief Administrative Officer Harold Higgins, who will retire August 20, 2021, and, individually, they recognized his contributions to the County.

The Commissioners answered questions from the press, after which they adjourned to meet again on September 7, 2021.

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ITEM 1

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

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

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SNOW HILL, MARYLAND
21863-1195

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

PROCLAMATION

WHEREAS, this September, National Suicide Prevention Month, we join representatives from the Jesse Klump Memorial Fund (JKMF) , Governor's Commission on Suicide Prevention, and Worcester County Health Department (WCHD) to foster activities that foster a community conversation about effective suicide prevention and that engage people with lived experiences, including the social media campaign #Stories of Hope; and

WHEREAS, by joining public health officials and their nonprofit partners to promote programs and activities that offer help and support, like the JKMF's Community Awareness Rallying to End Suicide together we can promote hope, recovery, and resilience. We all have a role to play in suicide prevention.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby recognize September as **Suicide Prevention Month** and encourage participation in *Wear Yellow* on World Suicide Prevention Day on September 10, *Jesse's Paddle* on September 18, *Night of Reflection* on September 24 at Public Landing, and *Out of the Darkness Walk* on September 25 to continue the conversation about suicide prevention.

Executed under the Seal of the County of Worcester, State of Maryland, this 7th day of September, 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

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Citizens and Government Working Together

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CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

PROCLAMATION

WHEREAS, the Worcester County Commissioners and staff proudly support the United Way of the Lower Eastern Shore, a nonprofit organization reminding us that "Underneath everything we are, underneath everything we do, we are all...connected, interdependent, united. And when we reach out a hand to one, we influence the condition of all," and this exemplifies what it means to live united; and

WHEREAS, we will launch the "Together We Live United" campaign from September 13-17, 2021, with a goal of raising $10,000 in employee contributions to the United Way of the Eastern Shore, which works with 33 partners in Worcester County to aid county residents during their times of need.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, proclaim September 13-17, 2021 as **United Way Week** in Worcester County and urge staff and the public alike to support this local nonprofit organization that is dedicated to helping our friends and neighbors.

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

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CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

COMMENDATION

WHEREAS, Debra Anne Perez has contributed 15 years of dedicated service to Worcester County Government where she began her career on June 21, 2006; and

WHEREAS, Ms. Perez, who provided exceptional customer service by greeting and assisting the public and county staff alike, played an integral role as an office assistant V within Worcester County Recreation and Parks (WCRP), where she provided administrative support, including extensive clerical, financial, and payroll duties. Her expertise and experience have been instrumental in the overall management of WCRP.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Debra Anne Perez** for her years of devoted service to Worcester County, and we wish her a happy and healthy retirement.

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

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ROSCOE R. LESLIE
COUNTY ATTORNEY

COMMENDATION

WHEREAS, David Wayne Young has contributed 30 years of dedicated service to the Animal Control Division of the Worcester County Sheriff's Office where he began his career on January 8, 2021; and

WHEREAS, Mr. Young played an integral role as an animal control officer, where his expertise and experience with the catching, feeding, and care of impounded animals, maintenance of records, and assistance with rabies clinics, quarantines, and other essential duties have been instrumental in the overall management of the Animal Control Division of the Sheriff's Office.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **David Wayne Young** for his years of devoted service to Worcester County, and we wish him a happy and healthy retirement.

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

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COUNTY ATTORNEY

COMMENDATION

WHEREAS, Kathy Whited has contributed 23 years of dedicated service to Worcester County Government. She began working as an accounting clerk in the Treasurer's Office in 1998 and was promoted to budget officer in County Administration in 2000; and

WHEREAS, Ms. Whited played an integral role in the overall management of County Administration, where she was responsible for preparing and implementing the $200 million annual Worcester County operating budget and was part of the financial management team whose prudent, fiscal performance secured the county's solid financial standing, resulting in clean opinions from TGM Group, LLC for each annual audit since 1996, the Certificate of Achievement for Excellence in Financial Reporting for 13 consecutive years, and credit ratings of AA for Fitch, AA+ for Standard and Poor's, and Aa2 for Moody's Investor Services.

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

Executed under the Seal of the County of Worcester, State of Maryland, this 7th day of September, 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

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

ITEM 1

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

OFFICE OF THE
COUNTY COMMISSIONERS

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, On Friday, May 7, 2021, Joe and Tricia Oertel and their 14-year-old daughter Alayna were boating on the Assawoman Bay in the vicinity of the MD Rt. 90 Bridge when a mass casualty incident involving five vehicles and eight victims occurred on the bridge. The Oertel family played a key role in rescuing two individuals involved in the accident who were in the water; and

WHEREAS, Alayna alerted her parents that an individual had jump from the bridge into the water to rescue a toddler. The Oertels worked together to retrieve the man and baby from the water and transport them to shore where public safety professionals were waiting to treat them.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Joe, Tricia, and Alayna Oertel** for their heroic actions.

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

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

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21863-1195

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

COMMENDATION

WHEREAS, On Friday, May 7, 2021, the public safety personnel from the Ocean City Fire Department (OCFD), Ocean City Police Department (OCPD), Ocean City Communications, Maryland State Police (MSP) Aviation Unit, Worcester County Fire Marshal's Office (WCFM), and Ocean Pines Volunteer Fire Department (OPVFD), as well as civilians Jonathan and Ava Bauer and Joe, Tricia, and Alayna Oertel responded to a mass casualty incident that involved five vehicles and eight victims on the MD Rt. 90 Bridge; and

WHEREAS, there is nothing of greater value than human life, and thanks to the acts of courage and cooperation displayed by the highly-trained professionals with each of these outstanding responding agencies and the aid of the Bauer and Oertel families to care for the multiple victims of the vehicle crashes, a young child is alive and safe today.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **OCFD, OCPD, MSP Aviation Unit, WCFM, and OPVFD**, and the **Bauer** and **Oertel** families for their quick actions to protect the lives of residents and visitors of Worcester County.

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

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

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Diana Purnell

Citizens and Government Working Together

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FAX: 410-632-3131
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ITEM 1

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SNOW HILL, MARYLAND
21863-1195

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

COMMENDATION

WHEREAS, On Friday, May 7, 2021, the vehicle transporting Jonathan Bauer and his 13-year-old daughter, Ava, was struck during a mass casualty incident on the MD Rt. 90 bridge that involved five vehicles and eight victims. After confirming that they were uninjured, both Jonathan and Ava began triaging the scene, when they observed that a toddler had been ejected from her car seat into the Assawoman Bay where she was lying face down in the water; and

WHEREAS, Ava called 911 and provided life-saving assistance to the other individuals involved in the incident, while Jonathan jumped from the bridge into the shallow waters of the Assawoman Bay to rescue the child and begin administering immediate life-saving aid.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Jonathan and Ava Bauer** for their heroic actions.

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

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Worcester County Admin

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

BILLY BIRCH
DIRECTOR

To: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services B.B.

Re: Maryland 911 Board project approval #22-024

Date: 30 August 2021

The Department of Emergency Services is seeking authorization and permission to proceed with Maryland 911 Board Project #22-024 in the amount of $65,686.00 to be reimbursed to the County for the implementation of IAED Emergency Police Dispatch Protocols for the Maryland State Police - Berlin Barracks. This includes the licensing of software and training of their personnel.

In order for the MD 911 Board to fund anything for Maryland State Police, it must be funneled through one of the 24 primary public safety answering points. For the state police to continue processing their own 911 calls that are transferred to them, they must be trained in and utilize a standards-based protocol. The Berlin Barracks were selected to be the pilot program for the rest of the state in the use of these protocols.

I am available to answer any questions at your convenience.

Attachments (1)

Department of Public Safety and Correctional Services

Maryland 9-1-1 Board

6776 Reisterstown Road – Suite 207, Baltimore, Maryland 21215-2362
(410) 585-3108 • www.dpscs.state.md.us/ensb/

STATE OF MARYLAND

LARRY HOGAN
GOVERNOR

BOYD K. RUTHERFORD
LT. GOVERNOR

ROBERT L. GREEN
SECRETARY

CHRISTOPHER McCULLY
DEPUTY SECRETARY
ADMINISTRATION

ANTHONY MYERS
CHAIRMAN

SCOTT ROPER
EXECUTIVE DIRECTOR

JUMARY WEST
FISCAL COORDINATOR

August 26, 2021

Mr. Timothy Coale
Worcester Co. Dept. of Emerg. Serv.
1 West Market Street
Courthouse Room 1002
Snow Hill, MD 21863

RE: ENSB Project # 22-024 Worcester County

Dear Mr. Coale:

This will confirm the Board's decision during its August 26, 2021 meeting, to fund up to $65,686.00 for Emergency Dispatch Protocols – Maryland State Police Pilot (Project # 22-044), per your request. This funding is contingent upon the availability of funds in the Trust Fund. **The Board anticipates periodic updates for this pilot project.**

The Board has established certain time limits concerning funding. Per these time limits you must award a contract for this project within six months from the date of this letter and the project must be completed within one year of the date of this letter. If these deadlines are not met, you must notify the Office of the Executive Director and may be required to appear before the Board to explain the circumstance surrounding the delay of this project.

Once the entire project or billable portion has been completed you can be reimbursed for the costs or the Board can pay the vendor directly. If you want to be reimbursed, please send me a letter specifying the amount of the reimbursement and include a copy of the invoice and a copy of the cancelled check along with the county's federal tax ID number. If you want the Board to pay the bill directly forward the invoice accompanied by a letter specifying that the materials or services have been received/installed to your satisfaction, specifying the amount to be paid, and requesting direct payment. The invoice will then be processed for payment directly from the Trust Fund account. **The vendor's/county's Federal ID number must be included or the package will be returned without being processed.**

Thank you for your patience in this matter. Should you have any additional questions, please feel free to contact me at 410-585-3108.

Sincerely,

Scott G. Roper

Scott Roper
Executive Director

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

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

August 30, 2021

TO: Worcester County Commissioners
FROM: Karen Hammer, Administrative Assistant V
SUBJECT: Approval – Commission for Women Revised By-Laws

The Worcester County Commission for Women are seeking approval for the revised By-Laws. The attached By-Laws replace the 2013 By-Laws, voted on by the sitting members of the Worcester County Commission for Women during their 2019 tenure.

The Commission for Women thank the Commissioners for reviewing the revised By-Laws, if you have any questions please contact Tamara White, Chair, Worcester County Commission for Women, at 443-614-3004.

Worcester County Commission for Women

ByLaws

ARTICLE 1

NAME

The name of this organization shall be the Worcester County Commission for Women.

ARTICLE II

PURPOSE

The purpose of this organization shall be to promote a positive image for women by enabling them to achieve economic, social, educational and political equality.

ARTICLE III

MEMBERSHIP

Section 1
The membership of this organization shall be goverend by Title 6, Subtitle I, Section CG 6-101 (amended) and Section CG 6-101(d) of Title 5, Subtitle I, as amneded on June 20, 2006, of the Code of Public Local Laws of Worcester County.

Section 2
The four liaisons appointed by the Worcester County Commissioners shall not represent the County Commissioners, but shall serve as voting members of this organization with *ex officio* terms of three years with a maxmum two consecutive terms.

ADDITION TO SECTION 2

The 4 Ex-Officio members shall include one each from the following departments: Social Services, Health & Mental Hygiene, Board of Education and a Worcester County public safety agency(Emergency Services, Sheriff's Office, Fire Marshall's Office, County Jail or State's Attorney's Office)."

Section 3
In the event of a vacancy in this organization, the Commission may submit a list of qualified applicants for the vacan membership to the Worcester County Commissioners for consideration. However, the County Commissioners are not bound by such nominations in making their appointments.

Section 4
Members of this organization shall serve no more than two (2) terms, six (6) consecutive years, except that , in the event a member is appointed to complete an unexpired term, the unexpired term shall not be counted toward the length of service.

Section 5
Any member of this organization who fails to attend three regularly scheduled meetings during the course of one calendar year my be dismissed by the Worcester County Commissioners. Upon missing two unexcused consecutive meetings of this organization, the member shall receive notice from the Chapirperson. Upon missing the third such meeting, the member shall be advised by the Chairperson that she may be replaced by the County Commissioners.

NEW PROPOSED LANGUAGE

Section 5
A Commissioner who fails to attend at leat 50% of the regulary schedule meetings of the Commision during any 12-month period, shall receive notice from the Chairperson to write a resignation letter addressed to the County Commissioners and copy the Chairperson. This vacant position will be replaced by the County Commissioners.

Section 6
All members shall actively participate throughout their tenure and shall serve on a committee of the Friends organization or work on an event each year.

Section 7
Any member of this organization wishing to resign shall do so in writing to the Worcester County Commissioners with a copy to the Chairperson of this organization.

NEW PROPOSED SECTION

Section 8
Commissioners are not entitled to receive compensation for their services.

ARTICLE IV
MEETINGS

Section 1
This orgainzation shall meet monthly as required by Title 6, Subtitle I, section CG 6-102(d), unless otherwise determined by the members.

Section 2
A simple majority of the voting members shall constitute a quorum at regular or special meetings of the organization.

Section 3
Meetings may be called by mail, phone, fax or email.

Section 4
A vote may be conducted by mail, phone, fax or email between meetings and ratified at the next meeting.

Section 5
The fiscal year of this organization shall be January 1 to December 31.

ARTICLE V
FUNDING

Section 1
All activities and expenses of this organization shall be funded by the organization known as the Friends of the Worcester County Commission for Women which shall have its own organizational structure and bylaws to be approved by the Worcester County Commission for Women. All unbudgeted expenditures to be made by the Friends in excess of $100 shall be approved by the Worcester County Commission for Women.

Section 2
The Friends shall elect from among its members a Treasurer who shall conduct all the financial business of the Friends and shall present to the Worcester County Commission for Women at each meeting of that organization, a record of all monies received and disbursed by the Friends.

ARTICLE VI

OFFICERS AND ELECTIONS

Section 1
The officers of this organization shall be elected from among the regular members as described in Section CG-101(c) of Title 6, Subtitle I, amended and in Section CG-101(d) of Title 6, Subtitle I, as amended on June 20, 2006, of the Code of Public Local Laws of Worcester County. **The elected officers shall be:**
Chairperson, Vice Chairperson, Recording Secretary and Corresponding Secretary.

NEW PROPOSED LANGUAGE

The elected officers shall be:
Chairperson, Vice Chairperson, or Co-Chairpersons without a Vice Chairperson, Recording Secretary and Corresponding Secretary.

Section 2
A Nominating Committee of not less than three members shall be elected by the members and shall present a slate of officers at the October meeting. The terms of nominees so presented must extend at least one year beyond the date of nomination.

Section 3
Officers shall be elected by ballot for a term of one (1) year. Officers shall not serve more than two (2) consecutive one-year terms in the same office.

Section 4
This organization shall elect officers at its annual meeting to be held in December of each calendar year and said officers shall assume office effective January 1 of the following calendar year. This annual meeting will be held jointly with the Friends of the Worcester County Commission for Women.

ARTICLE VII

DUTIES OF OFFICERS

Section 1
A. The Chairperson shall preside at all meetings of the organization and shall have general supervision of all the work of the organization. She shall be the chairperson of the Executive Committee. She shall be *ex officio* a member of the Friends of Worcester

County Commission for Women and of all committees, except the nominating Committee. The Chairperson shall appoint all permanent and *ad hoc* committees as necessary.

B. The Chairperson, by October 1 of each year, shall notify the Worcester County Commissioners in writing of the intentions of those members of the Commission for Women whose terms are expiring or who do not wish to be reappointed. She shall also submit to the Worcester County Commissioners by that date the resumes of persons who are willing to serve in any vacancies that may be created; however, the Worcester County Commissioners are not bound by such recommendations in making their appointments.

Section 2
The Vice Chairperson shall serve in the absence of the Chairperson, shall serve as liaison between the Commission and the Friends of the Worcester County Commission for Women and shall attend all Executive Committee meetings of that group.

Section 3
The Recording Secretary shall record the minutes of all meetings of the organization and shall maintain custody of the official records of the organization.

Section 4
The Corresponding Secretary shall execute all necessary correspondence of the organization and shall notify members of meetings by telephone, letter or email, at least five (5) days prior to said meeting.

ARTICLE VIII

ANNUAL REPORT

This organization shall submit in writing an annual report of its activities and events to the Worcester County Commissioners.

ARTICLE IX

AMENDMENTS

These bylaws and any amendments thereto are subject to approval by the Worcester County Commissioners. Amendments to the bylaws may be made by the members at any annual meeting of the organization by a two-thirds (2/3) vote of the members present, provided that the proposed amendment(s) has been mailed or emailed to members at least ten (10) days prior to said annual meeting.

ARTICLE X

STATUS AS A COUNTY AGENCY

This organization shall have the status of a County agency and shall be subject to the Worcester County Ethics Law, Title 5 of the County Government Article and Subtitle V (Indemnification Provision) of Title 4 of the County Government Article.

ARTICLE XI

PARLIAMENTARY AUTHORITY

The parliamentary authority of this organization shall be *Robert's Rules of Order, Newly Revised*, when same is not in conflict with these Bylaws.

WORCESTER COUNTY COMMISSION FOR WOMEN

STANDING RULES

1. This organization shall be non-partisan.

2. Members shall not represent their individual perspective or opinion on an issue as that of the entire organization without prior approval of said organization.

3. The offices of Recording Secretary and Corresponding Secretary may be held by one person.

4. All voting members of this organization are encouraged to become members of the Friends of the Worcester County Commission for Women.

The corrections and amendments of the Worcester County Commission for Women Bylaws, shall take effect upon its passage.

Passed and adopted this _____ day of _____, 20_____.

Chairpersons:

_____
Liz Mumford, Co-Chairperson

_____
Tamara White, Co-Chairperson

Attest: Commission Members of The Worcester County Commission for Women

_____
Vanessa Alban

_____
Terri Shockley

_____
Hope Carmean

_____
Kellly O'Keane

_____
Laura Morrison

_____
Kimberly List

_____
Gwen Lehman

_____
Darlene Jackson-Bowen

RECEIVED
AUG 31 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: Weston Young, Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director
DATE: August 30, 2021
SUBJECT: FY22 Asphalt Overlay Bid
Department of Public Works - Roads Division

Attached for your review and approval are bid documents for the purchase of Bituminous Concrete for resurfacing approximately 13.20 miles (69,706 feet) ± of County roadway. Included in this packet is the Table of Contents, Notice to Bidders, Specifications, Bid Form, Listing of County Roads to be resurfaced, and Vendor List. Once the Commissioners have had the opportunity to review the packet, it is requested that authorization is provided to solicit bids for the purchase of Bituminous Concrete.

Funding in the amount of $1,000,000.00 for the purchase of Bituminous Concrete was approved in the current FY22 operating budget in the general fund account 100.1202.6140.010.

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

Attachments

cc: Kevin Lynch

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A2 PROPOSED PAVING LIST

N1

NOTICE TO BIDDERS

Blacktop Surfacing of Roadways
Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for county-wide surfacing of various sections of roadways in Worcester County to be completed by June 1, 2022 requiring approximately 14,251 Tons of Superpave 9.5mm Bituminous Concrete for paving of roughly 13.20 miles (69,706 feet) of road for the Roads Division of Public Works. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 – Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, obtained online at www.co.worcester.md.us or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. **Sealed bids will be accepted until 1:00 p.m., Monday, September 27, 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 **"Blacktop Bid"** in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Kevin Lynch, Roads Superintendent, at 410-632-2244, Monday through Thursday, 6:00 a.m. to 4:30 p.m.

B1

Bid Specifications

The Worcester County Commissioners are currently accepting bids on Bituminous Concrete. Sealed bids will be accepted until ***1:00 PM,*** *Monday*, **September 27, 2021,** at the Worcester County Commissioners Office, Room 1103, Worcester County Government Center, One West Market Street, Snow Hill, MD 21863 at which time they will be opened and publicly read aloud. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for award at a future date. **Envelopes must be marked in lower left corner with "Blacktop Bid".**

The work is to be completed by **June 1, 2022.** No bid bond is required. If all work is not completed as specified within liquidated damages shall be imposed as stated. **A pre-construction meeting will be required within five (5) days prior to commencement of work.**

ITEM I - BLACK TOP SPECIFICATIONS:

All paving will be done in accordance with the requirements and covenants of the Maryland State Highway Administration's Specifications of March 1968 and all subsequent addenda thereto, the plans of the proposed improvements and the special provisions contained herein.

The contractor will provide, erect and maintain all necessary barricades, danger signals and signs provide sufficient number of **certified flaggers** and take all necessary precaution for the protection of the work and safety of the public.

The contractor will use Bituminous Concrete Material Surface Course which will be placed at approximately one and one-half (1-1/2) inches± compacted depth, Superpave 9.5mm. Quantities are approximate and unit prices shall apply regardless of any increase or decrease in the estimated quantities.

This item, "Bituminous Concrete", shall be paid for on a per ton basis, which price and payment shall constitute full compensation for furnishing, hauling and placing, preparation of all materials and for all labor, equipment, tools and incidentals necessary to complete this item. All milling of joints are to be included in bid price which include but not limited to driveways, intersections, curbing, etc. Milled joints are to be adequately signed and shall not be milled more than 1 day prior to paving. Any wedging of roads to be paved shall be determined by the inspector or Roads Superintendent. The tons of bituminous concrete required for wedging shall be deducted from the total tons required for paving "said road" or will be deducted from the total tons required for the entire project.

A materials laboratory under the direction of a competent laboratory technician or engineer shall be available at the plant site at all times during the mixing of bituminous concrete. Bitumen extraction, marshall, stability tests and aggregate gradation will be required at the discretion of the engineer. This will not be a pay item and considered as incidental to the construction.

Miscellaneous: **No work will be performed on weekends or holidays.**

WARRANTY:
All work and materials shall be warranted for a period of one year. This shall include but not be limited to slippage or tearing.

DESCRIPTION:
The project requires the furnishing and application of all specified asphalt and Aggregate cover materials. The contractor provides all necessary labor, equipment and materials, including maintenance of traffic items.

Asphalt distributing equipment per SHA specifications.

Power broom required. See following section below.

The contractor shall use two (2) 12-15 ton steel wheel rollers. Anything less will **not** be accepted.

Contractor shall assign a sufficient number of trucks to each job site to allow for continuous paving of each road without affecting the efficiency of the paving process. The amount of trucks will be determined sufficient by either the inspector or the Roads Superintendent. If the amount of trucks is determined to be insufficient, then the operation will cease until these corrections are made.

Contractor shall ensure that a sufficient of employees is on-site to complete the job in a safe and efficient manner. This will be determined by the inspector or Roads Superintendent. If it is determined that the number of employees are insufficient, then the operation will cease until these corrections are made.

All other equipment per SHA specifications or as required for successful prosecution of the work.

Weather:
Referenced SHA section 503.03.02

Foundation Preparation:
The County will trim the shoulders of roads to be paved.
The County will patch all ruts or potholes as deemed necessary.

The contractor shall power broom the surface to remove all loose and foreign materials prior to application of the asphalt. The power broom, operator, fuel, maintenance, and traffic control will not be paid for directly, and is considered incidental to the pay items in the schedule of prices.

Verification:
The type, quantity, and temperature of asphalt material applied must be verified to the satisfaction of the inspector.

Maintenance, Protection and Performance of the Work:
The contractor shall exercise control of the delivery and application of asphalt materials to prevent damage to the roadway surface. Contractor shall be responsible for all delivery trucks and operators to assure no damage is done to recently laid mat. Delivery drivers will not be allowed to use diesel fuel for the purpose of cleaning dump bodies of the trucks in area where new mat is to be laid.

POC:
The contractor shall designate a contact person and telephone number for the handling of complaints or claims of the public due to the contractor's operation.

Mail and paper box care:
The contractor's attention is called to mail or paper boxes on this project that may be within the limit of work. These boxes if required to be moved for equipment shall be the contractor's responsibility. They shall be moved to a suitable location that mail and papers may be received as usual. When construction in a given area has reached the stage that there is no more conflict with such boxes, they shall be placed permanently at or near their original location to conform to U.S. postal requirements. If these boxes or their supports are damaged by the contractor during construction of this project, they shall be repaired or replaced in kind at the contractor's expense. No additional payment will be made to the contractor for adjustments to the existing mail and or paper boxes, but will be considered incidental to other pay items.

MAINTENANCE OF TRAFFIC
Conformance requirements:

SHA "Standard Specifications for Construction and Materials" (SHA Standard Specifications) section 104
SHA "Book of Highway Standards"
FHA "Manual on Uniform Traffic Control Devices" (MUTCD)

The contractor must maintain traffic at all times throughout the entire length of the project, including public and private and commercial entrances, street intersections, etc.

Traffic Manager (TM) - Traffic Control Plan (TCP)
Referenced SHA section 104.02.03

The contractor shall appoint a Traffic Manager responsible for Maintenance of Traffic conformance requirements. This individual shall develop and submit to the County a Traffic Control Plan suitable to his plan of construction for a given location. This plan will be reviewed with the project inspector and jointly agreed upon prior to starting the work. If during the course of the work adjustments are necessary to traffic control measures the contractor shall take corrective action as required or directed.

Temporary Traffic Signs (TTS):
The contractor shall furnish and install all necessary TTS as required by Sec. 6B of the MUTCD.

Cones:
Cones shall meet the requirements of Sec. 104.14 SHA Standard Specifications.

Flaggers-Pilot Vehicles-Radio Communication:
The contractor shall furnish all necessary **MD SHA Certified** flag persons in conformance with Section 6F of the MUTCD and Sec. 104.15 of the SHA Standard Specifications. Flaggers shall use STOP/SLOW paddles. Two-way radios or pilot vehicles shall be used whenever flaggers are not within sight distance of each other, or when directed by the Engineer. If there are not enough Certified Flaggers, the paving operation will cease until adequate safety concerns are addressed.

Basis of Payment:
All aforementioned items under this section Maintenance of Traffic will NOT be paid for directly and shall be considered incidental to the other pay items.

MOBILIZATION:
Movement of personnel and equipment to and from the project sites and staging equipment will not be paid for directly and shall be considered incidental to the other pay items.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

All correspondence and invoices are to be sent to the Worcester County Department of Public Works, Roads Division, 5764 Worcester Highway, Snow Hill, MD 21863.

The County Commissioners shall be the sole judge as to whether or not any bid meets specifications. The County Commissioners reserve the right to accept or reject any bid in the best interest of the County.

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

Amount of Contract	Liquidated Damages per Day
Less than $10,000	$100.00
$10,000 or less than $100,000	$250.00
$100,000 or less than $500,000	$750.00
$500,000 or more	$1,000.00

Or will be based on actual cost to the County, whichever is greater.

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

2. **CONTRACTOR'S INSURANCE -** The contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his or any subcontractor's employees employed at the site of the work; and such Public Liability and Property Damage Insurance as shall protect him from claims which may arise from operations under this contract for personal injury (including accidental death) as well as for property damage - whether such operations are by himself or by any subcontractor, or by anyone directly employed by them.

Public Liability Insurance shall be in the amount not less than $500,000 for injuries, including wrongful death to any one person; and, subject to the same limit for each person, in an amount not less than $1,000,000 on account of one accident.

Property Damage Insurance shall be in an amount not less than $500,000 for damages on account of any one accident, and in an amount not less than $1,000,000 for damages on account of all accidents.

MEASUREMENT AND PAYMENT

1. **MEASUREMENT OF QUANTITIES -** The Engineer shall make final measurements to determine the quantities of various items of work performed as the basis of final settlement. Pay weight for all items to be paid for by weight shall be determined by actual certified scale weight, certified shipping

weight, or by computed weight as specified herein. Materials specified for measurement by tallying of vehicles shall be hauled only in approved units, the carrying capacity of which has been pre-determined. Each hauling unit shall be marked to designate its approved capacity.

2. PARTIAL PAYMENTS - **Partial payments shall be made monthly in an amount not greater than 90% of the money earned during the pay month. The Contractor shall prepare the application for payment in form satisfactory to the Engineer. Process time shall be thirty (30) days upon receipt.**

3. **ACCEPTANCE AND FINAL PAYMENT** - When in the opinion of the Engineer, the Contractor has completed the work in a satisfactory manner in accordance with the terms of the contract, the Engineer shall make final inspection of the entire project and shall certify in writing to the County as to the completion of the work submitting with this report the final estimate showing the amount of each item of work performed as the value thereof.

4. **RELEASE OF LIENS** - The Contractor shall deliver (in a form satisfactory to the owner) a written report to the effect that all bills for labor, materials, and supplies have been paid or satisfactorily secured.

5. **CONSENT OF SURETY** – Projects bonded by a surety bond will require written **CONSENT OF SURETY FOR FINAL PAYMENT.**

END OF SECTION

A1 - BID FORM

"FY22 – Blacktop Bid"

I/We have reviewed the specifications and provisions for furnishing and applying approximately 14,251 tons± of Superpave 9.5mm Bituminous Concrete (1-1/2 inches± compacted depth) to approximately 13.20 miles (69,706 feet)± of roads at various locations in Worcester County. I/We hereby propose to furnish and apply:

14,251 Tons± Bituminous Concrete @ $_____ fixed price per ton = $_____

Work is to be completed by **June 1, 2022**.

Worcester County reserves the right to adjust the quantities depending on varying circumstances

BID MUST BE SIGNED TO BE VALID.

Date:_____ Signature:_____

Typed Name:_____

Title:_____

Firm:_____

Address:_____

_____

Phone:_____

A2 - PROPOSED PAVING LIST FY22

1-1/2 inches± compacted depth		Length – feet	Width	Tons
Blueberry Road	Donoway Road - Shavox Church Rd	6,442	18'	1,200
Byrd Road	Rt 366 - Pocomoke Landfill Rd	10,771	18'	1,939
Disharoon Road	Rt 354 - Joint	9,504	18'6"	1,778
Dogwood Drive		1,162	20'	262
Ironshire Station Road	Rt 113 - joint past Kenny Littletons	19,219	22'	4,228
John Walter Smith Park Rd	Rt 365 - road end	1,742	25'	476
Mt. Olive Church Road	Rt 12 - joint	7,392	20'	1,478
Paige Court		581	18'	105
Sinepuxent Road	#11521 - Lewis Road	5,132	21'	1,078
Sirman Drive		792	20'	188
Stevens Road	St Lukes Rd - McGrath Rd	6,230	22'	1,386
West Hills Drive		739	18'	133
		69,706 feet (13.20 miles)		14,251

VENDOR LIST:

Paving

Bunting and Murray
32924 Lighthouse Road
Selbyville, Delaware 19975
Attn: Jody McClanahan
Phone No.: 302-436-5144
Fax No.: 302-436-1753
E-mail: jody@buntingandmurray.com

George & Lynch
150 Lafferty Lane
Dover, Delaware 19901
Attn: Anthony Taddeo / Jeff Norman
Phone No.: 302-736-3031
Fax No.: 302-734-9743
E-mail: jnorman@geolyn.com
ataddeo@geolyn.com

Allan Myers
1262 Horsepond Road
Dover, Delaware 19901
Attn: Wesley Paxton
Phone No.: 302-883-3501
Fax No.: 302-883-3498
E-Mail: Wesley.Paxton@allanmyers.com

Pavement Corporation
2255 Pinefield Station Road
Post Office Box 1498
Waldorf, Maryland 20601
Attn: John Trotter
Phone No.: 301-855-1650, ext 1024
Fax No.: 301-396-5783
Email: johnt@pavementcorp.com

Terra Firma of Delmarva, Inc.
Post Office Box 478
Delmar, Delaware 19940
Attn: Vicki Pusey
Phone No.: 302-846-3350
Fax No.: 302-846-3517
E-mail: vicki@terrafirmacorp.com

Del-Mar-Va Paving LLC
Post Office Box 1519
Easton, Maryland 21601
Attn: Mac Nossick
Phone No.: 410-819-3001
Fax No.: 410-745-2033
Email: mnossick@dmvpaving.com

Chesapeake Paving and Sealing, Inc.
2445 North Zion Road
Salisbury, Maryland 21801
Attn: Jeff Brown/Whitney Welch
Phone No.: 410-742-2330/443-978-8176
Fax No.: 410-749-0466
E-mail: chesapeakepaving@verizon.net

Asphalt Emulsion Industries, LLC
3617 Nine Mile Road
Richmond, VA 23223
Attn: Eugene Cifers
Phone No.: 804-716-7900
Fax No.: N/A
Email: ecifers@asphalt-emulsion.com

River Asphalt, L.L.C.
30548 Thorogoods Road
Dagsboro, Delaware 19939
Attn: Joe Taylor
Phone No.: 302-934-0881
Fax No.: 302-934-0886
E-mail: jtaylor@hkgroup.com

Russell Paving Company
Post Office Box 186
Church Creek, MD 21622
Attn: Monica Russell
Phone No.: 410-228-8040
Fax No.: N/A
Email: russellpavingcompany@gmail.com

ECM Corporation
7704 Race Road
Jessup, MD 20794
Attn: Lazaro Constanza
Phone No.: 301-880-9729, Ext 101
Fax No.: 301-560-8882
Email: lazaro@ecmutilities.com

RECEIVED
AUG 31 2021
Worcester County

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: Weston Young, Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director
DATE: August 30, 2021
SUBJECT: FY22 Bid Request – Metal and Plastic Pipe
Department of Public Works Roads Division

Attached for your review and approval are bid documents for the purchase of pipe to be utilized by The Department of Public Works, Roads Division. Included in this packet is the Table of Contents, Notice to Bidders, Specifications, Bid Form and Vendor List. Once the Commissioners have had the opportunity to review the packet, it is requested that authorization is provided to solicit bids for the purchase of pipe.

Funding in the amount of $40,000 for the purchase of pipe is available in the current FY22 operating budget in account 100.1202.6140.040.

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

Attachments

cc: Kevin Lynch

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NOTICE TO BIDDERS

Purchase of Corrugated Metal and Plastic Pipe
Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for the purchase of Galvanized Steel Corrugated Metal Pipe and HDPE Double Wall Plastic Pipe for the Roads Division of Public Works. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863-1195, obtained online at www.co.worcester.md.us or by calling the Commissioners' Office at 410-632-1194 to request a package by mail. Sealed bids will be accepted until **1:00 p.m., Monday, September 27, 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 **"Pipe Bid"** in the lower left-hand corner. After opening, bids will be forwarded to the Public Works Department for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Kevin Lynch, Roads Superintendent, at 410-632-2244, Monday through Thursday, 6:00 a.m. to 4:30 p.m.

B1

Bid Specifications

The Worcester County Commissioners are accepting bids on the following **Riveted Galvanized Steel Corrugated Metal Pipe or Helically Corrugated Pipe with Two Annular Corrugations on each end of pipe and HDPE Double Wall without Bell End Plastic Pipe** delivered to Worcester County Department of Public Works, Roads Division, Snow Hill Shop, 5764 Worcester Highway, Snow Hill, MD 21863. **NO DIMPLE BANDS, NO INDIVIDUAL LUGS, ONLY BANDS WITH ANGLES ACROSS WIDTH OF BAND OR APPROVED EQUAL WILL BE ACCEPTED FOR PIPE SIZES LARGER THAN 18". ALL PIPES CUT TO MEET SIZE REQUIREMENTS MUST BE RE ROLLED.** All Federal and State Taxes are exempt.

PIECES	GAUGE	DIAMETER	PIPE	LENGTH	PRICE/FT	TOTAL
13	16	18"	GCCMP	14'	$_____	$_____
15	16	15"	GCCMP	20'	$_____	$_____
13	16	15"	GCCMP	16'	$_____	$_____
10	16	15"	GCCMP	14'	$_____	$_____
12	16	15"	GCCMP	12'	$_____	$_____
8	16	15"	GCCMP	10'	$_____	$_____
10		15"	BANDS		$_____	$_____
15	16	12"	GCCMP	20'	$_____	$_____
7	16	12"	GCCMP	16'	$_____	$_____
7	16	12"	GCCMP	14'	$_____	$_____
10		12"	BANDS		$_____	$_____
6	12"	HDPE Double Wall Plastic		20'	$_____	$_____
14	15"	HDPE Double Wall Plastic		20'	$_____	$_____
15	18"	HDPE Double Wall Plastic		20'	$_____	$_____
5	24"	HDPE Double Wall Plastic		20'	$_____	$_____

A1 - BID FORM

"FY22 – Pipe Bid"

I/We have reviewed the specifications and provisions for furnishing **Riveted Galvanized Steel Corrugated Metal Pipe and HDPE Double Wall Plastic Pipe** to the Worcester County Department of Public Works, Roads Division and understand said requirements. I/We hereby propose to furnish pipe and bands for:

TOTAL BID PRICE (including freight): $_____

Pipe and bands to be delivered within _____calendar days from receipt of written order.

Worcester County reserves the right to adjust the amount of pipe depending on varying circumstances.

BID MUST BE SIGNED TO BE VALID.

Date: _____ Signature: _____

Typed Name: _____

Title: _____

Firm: _____

Address: _____

_____

Phone: _____

VENDOR LIST:

Lane Enterprises, Inc.
c/o Annette Bliss
6369 Schoolhouse Road
P.O. Box 67
Bealeton, VA 22712
Phone No.: 540-439-3201
Fax No.: 540-439-1042
E-Mail: abliss@lane-enterprises.com

Contech Engineered Solutions
c/o Jeff Van Osdel
7037 Ridge Road, Suite 350
Hanover, MD 21076
Phone No.: 410-740-8490
Fax No.: 410-740-8492
E-Mail: jvanosdel@conteches.com

Core and Main
c/o Mike Hurd
25414 Prime Hook Road, Suite 100
Milton, DE 19968
Phone No.: 302-684-3054
Fax No.: 302-684-3586
Email: mike.hurd@coreandmain.com

P.E. Sales
c/o Andy Cary
P.O. Box 461
Perry Hall, MD 21128
Phone No.: 410-733-0748
Fax No.: 410-256-5952
Email: amcary@pesales.com

Ferguson Waterworks
c/o Gregg C. Thomas
28596 Naylor Mill Road
Salisbury, MD 21801
Phone No.: 410-677-6793
Fax No.: 410-543-9646
Email: gregg.thomas@ferguson.com

Tri Supply and Equipment
c/o Neil Messick
110 Columbia Road
Salisbury, MD 21801
Phone No.: 410-546-2900
Fax No.: 410-546-2644
Email: nmessick@buytri.com

Chemung Supply Corporation
c/o Carl Perine
Post Office Box 527
Elmira, NY 14902
Phone No.: 607-733-5506
Fax No.: 607-732-5379
Email: cperine@chemungsupply.com

ACF Environmental
c/o Robert Hagy
11435 Red Lion Road
White Marsh, MD 21162
Phone: 443-987-8317
Fax No.: N/A
Email: bhagy@acfenv.com

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

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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: Weston Young, Chief Administrative Officer
FROM: Dallas Baker Jr., P.E., Director of Public Works
DATE: August 30, 2021
SUBJECT: Small Project Agreement – Atlantic General Medical Center

Attached is a Small Project Agreement for the Atlantic General Medical Center Water and Sewer Extension in Ocean Pines. This project is for water and sewer service to the proposed Medical Center south of Ocean Pines along Route 589.

The design drawing prepared for this project are complete and the project is ready for construction. As with similar small projects, we have required the developer Ocean Pines Medical Owners I, LLC 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.

Attachments

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

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

THIS AGREEMENT made this ___ day of _____, 2020, by and between THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, in the capacity of the governing body of the Ocean Pines Service Area, hereinafter called "Service Area" and ___ Ocean Pines Medical Owners I, LLC ___, hereinafter called "Developer." The parties hereto do hereby agree as follows:

A. PROJECT ___ Atlantic General Medical Center _____ hereinafter called "Facilities."

B. LOCATION PROPERTY
Properties affected by this agreement are more particularly described as follows:
Deed Reference _____ Tax Map ___21___ Parcel ___66A

C. SERVICE TO BE PROVIDED Water and Sewer Service via Ocean Pines Service Area

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 __Sept 2021__ complete construction by __Sept 2023__ 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 Construction shall be in accordance with the plan set titled: "Site, Stormwater (SWM), Soil Erosion and Sediment Control (SESC) Plans Atlantic General Medical Center, Ocean Pines, prepared by J. W. Salm Engineering, Inc., dated 06/29/21, approved 07/19/21.

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 Atlantic General Medical Center
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:

DEVELOPER

_____

Ocean Pines Medical Owners I, LLC

Wayne Yetman

(Print Name)

Malcolm Sina, Manager

Print Name and Capacity

_____ (SEAL)

Signature

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: Weston S. Young, Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director JKK
Date: August 27, 2021
Re: Housing Rehabilitation DCBG Grant Release – Fasciocco

Attached please find a Certificate of Satisfaction for Ms. Lorraine A. Fasciocco.

Ms. Fasciocco was the recipient of housing rehabilitation assistance under the County's 2012 CDBG grant, MD-12-CD-22. Ms. Fasciocco is re-financing the property within year 8 of the grant term, triggering a pay-off in the amount of $3,850.00 per the grant agreement. Payment has been received by the lending agency; copies of the check and original grant agreement are attached for your reference.

At this time, I am requesting that Commission President Mitrecic sign the attached Certificate of Satisfaction to release the County's lien against Ms. Fasciocco's property. These funds have been deposited into the Housing Rehabilitation Program's program income account and will be utilized to assist another qualified homeowner.

Once complete, please return the original signed document to our office so that we may have the release recorded by the Clerk of Court.

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

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

CERTIFICATE OF SATISFACTION

KNOW ALL MEN BY THESE PRESENTS:

That the COUNTY COMMISSIONERS OF WORCESTER COUNTY do hereby acknowledge that the indebtedness secured by a certain Housing Rehabilitation Loan/ Conditional Grant Agreement made by Lorraine A. Fasciocco, recorded January 23, 2013 among the Financing Records of Worcester County in Liber 6066 folios 465-467 has been fully paid and discharged, and that the lien of the Financing Statement is hereby released.

Return to: Dept. of Development, Review and Permitting
Worcester County Government Center
One West Market Street, Room 1201
Snow Hill, MD 21863

IN WITNESS WHEREOF, the holder of said Financing Statement has caused this instrument to be executed in its behalf by its agent on this ___ day of _____, 2021.

_____ By _____ (seal)

Witness, Weston S. Young, CAO Joseph M. Mitrecic, President

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

I HEREBY CERTIFY, that on this ___ day of _____ 2021, before me, the subscriber, a Notary Public in and for the Sate and County aforesaid, personally appeared Joseph M. Mitrecic, who acknowledged himself to be the President of the County Commissioners of Worcester County, and acknowledged the aforegoing release to be its and deed.

AS WITNESS my hand and notarial seal.

My Commission Expires: _____ _____

Notary Public

WORCESTER COUNTY CIRCUIT COURT (Land Records) SVH 6066, p. 0465, MSA_CE31_6540. Date available 01/29/2013. Printed 07/31/2021.

MD-12-CD-22
WORCESTER COUNTY
HOUSING REHABILITATION
10 YEAR LOAN/CONDITIONAL GRANT AGREEMENT
($12,501-$20,000 award amounts)

THIS AGREEMENT, made and entered into this **23rd day of January 2013,** by and between the County Commissioners for Worcester County, a body politic of the State of Maryland, party of the first part (hereinafter "County") and **Lorraine A. Fasciocco.** (hereinafter "Owners").

WHEREAS, the County having received a Community Development Block Grant pursuant to the Housing and Community Development Act of 1974, has undertaken a program of rehabilitation of certain properties within the County; and

WHEREAS, the Owner is desirous of rehabilitating his property, hereinafter described; and

WHEREAS, the Owner is an occupant of said property and meets the eligibility criteria which are applicable to said rehabilitation program.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

In consideration of the sum of **$19,520.00 Dollars** paid by the County to the Owner for the sole purpose of providing funds for the rehabilitation of the property known as **53 High Sherriff Trail, Berlin** and located in the election district of Worcester County, Maryland, said property being conveyed to Owner by **deed dated October 6, 2009** and recorded among the Land Records of Worcester County in **Liber 5364** at **Folios 444-445,** the Owner agrees as follows:

1. **$ 19,520.00** of the rehabilitation financing is provided to the Owner as a conditional grant with no obligation for repayment unless title to said property is transferred within ten (10) years of the date of this Agreement. If the title to said property is acquired by any other person other than the Owner, for any reason, within the next ten years, said Owner or his personal representative agrees to repay the County in the following manner:

Transfer within one year from the date hereof - 100%
Transfer within two years from the date hereof - 90%
Transfer within three years from the date hereof - 80%
Transfer within four years from the date hereof - 70%
Transfer within five years from the date hereof - 60%
Transfer within six year from the date hereof - 50%
Transfer within seven years from the date hereof - 40%
Transfer within eight years from the date hereof - 30%

Return To: Worcester Co. Economic Devt.
100 Pearl Street, Suite B
Snow Hill, MD 21863

FILED
2013 JAN 25 PM 3:20
STEPHEN V. HALES
CLK. CT. CT.
WOR. CO.

Transfer within nine years from the date hereof - 20%
Transfer within ten years from the date hereof - 10%

Ten years from the date hereof, Owner will be under no obligation to repay any of the conditional grant amount.

2. $0 of the rehabilitation financing is provided to the Owner as a loan, bearing interest at the rate of 0%, to be repaid in accordance with the Promissory Note executed by the Owner on _____ and attached hereto as Exhibit A . The Owner may repay any or all of the loan amount, in advance, with no fee or penalty.

3. The Owner will maintain insurance on the Property for at least the amount of the rehabilitation improvements. Worcester County shall be named as loss payee for the period that the Owner is obligated to the County as herein provided.

4. This Agreement shall constitute a lien upon the subject property but shall be immediately released by the County upon compliance with the terms stated herein.

5. This Agreement may not be assigned in any manner by the Owner.

6. This Contract shall be binding upon the heirs, assigns, and personal representatives of the Owner until the terms of paragraph 1 are complied with, and this contract shall be recorded among the Land Records of Worcester County.

7. This Agreement is conditional upon the Owner's receipt of funding from the State Special Loans Program for the balance of the rehabilitation contract and closing costs associated with the loan.

AS WITNESS, the hands and seals of the Parties hereto:

By: _____ Witness

Lorraine A. Fasciocco
Owner – Lorraine A. Fasciocco

By: _____ Witness

_____ Owner

WORCESTER COUNTY CIRCUIT COURT (Land Records) SVH 6066, p. 0466, MSA_CE31_6540. Date available 01/29/2013. Printed 07/31/2021.

ITEM 7

CLOSING USA, LLC
ESCROW ACCOUNT
7665 Omnitech Place
Victor, NY 14564

CL210075584L
D

Bank of America
Maryland

7-163/520 MD
2637

96079

VOID VOID VOID

PAY Three Thousand Eight Hundred Fifty and 00/100

TO THE ORDER OF

Worcester County

DATE 08/17/2021

AMOUNT $3,850.00

VOID AFTER 90 DAYS

Memo: Lorraine A Fasciocco 53 High Sheriff Trail, Berlin, MD 21811

⑈96079⑈ ⑆052001633⑆ 003933076166⑈

CLOSING USA, LLC
ESCROW ACCOUNT
7665 Omnitech Place
Victor, NY 14564

96079

08/17/2021 $3,850.00
CL210075584LD 96079
PAYEE: Worcester County
SELLER:
BUYER: Lorraine A. Fasciocco
ADDRESS: 53 High Sheriff Trail, Berlin, MD 21811
53 High Sheriff Trail, Berlin, MD 21811

Line Items	Description	Amount	AcctCode
K01	Heloc PO GT 08/20/2021	$3,850.00	

Account #
100 5150 100 .____

CLOSING USA, LLC
ESCROW ACCOUNT
7665 Omnitech Place
Victor, NY 14564

96079

08/17/2021 $3,850.00
CL210075584LD 96079
PAYEE: Worcester County
SELLER:
BUYER: Lorraine A. Fasciocco
ADDRESS: 53 High Sheriff Trail, Berlin, MD 21811
53 High Sheriff Trail, Berlin, MD 21811

Line Items	Description	Amount	AcctCode
K01	Heloc PO GT 08/20/2021	$3,850.00	

REORDER 915 U.S. PATENT NO. 5538290, 5575508, 5641183, 5785353, 5984364, 6030000

STATE OF MARYLAND,

I HEREBY CERTIFY that on this 23rd day of **January 2013,** before me, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared **Lorraine A. Fasciocco**, Owner named in the foregoing Agreement, and each acknowledged the foregoing Agreement to be his act.

Beverly O. Mason

Notary Public
My Commission Expires: February 1, 2015

BEVERLY O. MASON NOTARY PUBLIC MD

JAN 25 2013 The foregoing instrument filed for record and is accordingly recorded among the land records of Worcester County, Maryland.

Clerk

WORCESTER COUNTY CIRCUIT COURT (Land Records) SVH 6066, p. 0467, MSA_CE31_6540. Date available 01/29/2013. Printed 07/31/2021.

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: Weston S. Young, P.E., Chief Administrative Officer
From: Jennifer K. Keener, AICP, Director JKK
Date: August 30, 2021
Re: Housing Rehabilitation Program Bid Packages

Enclosed please find the following three bid packages:

Pg. 8-2
1. General rehabilitation of a single-family home in the Pocomoke City area;
Pg. 8-33
2. Replacement of the entire HVAC system in a single-family dwelling in the Stockton area; and
Pg. 8-63
3. General rehabilitation of a single-family home in the Snow Hill area

All projects are proposed to be funded by the County's current housing rehabilitation grant, MD-20-CD-22.

I am requesting that the County Commissioners review the packages and approve them to be placed out for the competitive bidding process. As always, I will be available to discuss these items with you and the County Commissioners at your convenience.

NOTICE TO HOME IMPROVEMENT CONTRACTORS
INVITATION TO BID
Housing Rehabilitation
Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for rehabilitation work to be performed on a single-family home located in the Pocomoke City area of Worcester County. Bid specification packages and bid forms are available to licensed Maryland Home Improvement Contractors. Packages may be picked up from the Office of the County Commissioners, Worcester County Government Center, One West Market Street - Room 1103, Snow Hill, Maryland 21863, obtained online at www.co.worcester.md.us under the "Bids" drop-down menu in the lower right hand side of the home page, or by calling the Commissioners' Office at 410-632-1194 to request a package by mail.

The projects are proposed to be funded by the Community Development Block Grant (CDBG) Program and are thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, September 27, 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 "**Housing Rehabilitation Bid – Pocomoke – September 27, 2021"** in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids 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 regarding the bid specifications shall be directed to the Housing Program Inspector, Dave Walter, at 410-603-4096. All other inquiries shall be directed to Jennifer Keener, Director, at 410-632-1200.

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

GENERAL SPECIFICATIONS

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the home to be rehabilitated is attached. Bids will be accepted until 1:00 p.m. on Monday, September 27, 2021 at the Worcester County Commissioners Office, Room 1103, One West Market Street, Snow Hill, Maryland 21863 at which time they will be opened and read aloud. General telephone inquiries may be directed to Jennifer Keener, Director, at 410-632-1200. Questions of a technical nature may be directed to the Program Inspector, Dave Walter, at 410-603-4096. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked "Housing Rehabilitation Bid – Pocomoke – September 27, 2021". Each bid must be signed and dated.

Contractor qualifications: Any contractor who has not submitted a Contractor Qualification form to the Program within the past six (6) months must complete and return the enclosed form. Contractors for this project must be a licensed Maryland Home Improvement Contractor as well as possess active liability insurance ($100,000/$300,000 for personal injury and $50,000/$100,000 for property damage).

Completion of job: Contractors are expected to commence work within thirty (30) days of the issuance of the Notice To Proceed. Work must be completed within thirty (30) days of commencement of job. If anticipated start date and completion schedule is different than outlined above, please write estimated dates on enclosed Bid Form.

Contracting Policy: Attached to this bid is a copy of the Rehabilitation Program Guidelines. Contractors are urged to read this document carefully.

Bid Submission Checklist

☐ Contractor Qualification Form

☐ Contractor Conflict of Interest Disclosure Form

☐ Bid Form- on your company letterhead using Worcester format

☐ Scope of Work with Line Item Breakdown- all lines completed and total price

☐ Section 3 Compliance Bid Form * if you are not a Section 3 employer and expect no new hires, check 3rd option and enter "0" new employees

☐ Section 3 Business Certification * if you are not Section 3 employer check bottom option; unable to certify

☐ Attended Pre-bid meeting: ____ Required _X__ Not Required

☐ Signed Bid Submission Checklist

_____

Signature Date

Please check off items submitted above, sign and include this checklist with your submission package. If you have any questions as to if a previously submitted Contractor Qualification Form has expired, please contact Jennifer Keener at 410-632-1200. Bids submitted with no Contractor Qualification form on file dated within the past 6 months may not be considered. Please note HUD 4010 enclosed for informational purposes; Davis Bacon is not required for this project.

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM
CONTRACTOR QUALIFICATION FORM

Contractor _____

Address _____
_____

Phone Number _____

Federal I.D. or S.S. # _____

Insurance Company, Agent, & Coverages: _____
_____

List of Company Officers: _____
_____
_____

List of Licenses Currently Held:

_____
MHIC Number Exp. Date

_____
MBR Number Exp. Date

_____
MDE Lead Cert. Exp. Date

_____
EPA Lead Cert. Exp. Date

Trade References (2)

_____
Name Phone

_____
Name Phone

Client References (2)

_____
Name Phone

_____
Name Phone

Is contractor in a State of Bankruptcy? _____ Yes _____ No
Is contractor on HUD's debarred list? _____ Yes _____ No

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

_____ Minority Business Enterprise
_____ Women's Business Enterprise
_____ Disadvantaged Business Enterprise
_____ Section 3 Employer

Conflict of Interest Disclosure
Contractor*

All businesses submitting bids for projects and activities which include funding through the Maryland Community Development Block Grant Program must disclose any potential conflict of interest. A conflict of interest may occur if the business owner/principals are related to or have a business relationship with an employee, officer or elected official of _Worcester County_. If it is determined there is a conflict of interest or potential conflict of interest, you may not be selected even if your bid is determined to be the lowest, most qualified. The _County_ can request for the State of Maryland CDBG Program to review and make a determination which could result in a waiver allowing for approval.

1. Are owner(s)/principal(s) ever been an employee, agent, consultant, officer, elected official or appointed official of _Worcester County_? ☐ Yes ☐ No
   If yes, please identify:_____

2. Are owner(s)/principal(s) related (including through marriage or domestic partnership) to an employee, agent, consultant, officer, elected or appointed official of _Worcester County_?
   ☐ Yes ☐ No If yes, please identify:_____

3. Do owner(s)/principal(s) have a business or professional relationship with anyone identified under Question #1? ☐ Yes ☐ No
   If yes, please identify:_____

I/We certify that the above information is true and correct. I/We understand that providing false statements or information is grounds for termination of assistance and is punishable under federal law.

Signed:_____ Date:_____

Name:_____ (Print)

Signed:_____ Date:_____

Name:_____ (Print)

**For all non-construction contracts and for single family housing rehabilitation only* *9/2017*

For Grantee Use Only:

CDBG Grant Number:	**Date Received:**
☐ **Conflict of Interest does not exist**	☐ **Conflict of Interest exists**
Date Sent to State:	☐ **Waiver Granted** ☐ **Waiver Denied**

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 COMPLIANCE BID FORM

Name of Business: _____

Address of Business: _____

Type of Business: __ Corporation __Partnership __Sole Proprietorship __Other

Business Activity: _____

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

OR

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

OR

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

I attest that the above information is true and correct.

_____ _____
Signature Print Name

_____ _____
Title Date

WORCESTER COUNTY IS REQUESTING QUOTATIONS FROM QUALIFIED CONTRACTORS FOR REPAIRS TO:

PROPERTY OF: **Richard Belote**
ADDRESS: **106 Cedar Street**
Pocomoke City, MD 21851
TELEPHONE: **443-513-0738**

TOTAL QUOTE: _____

CONTRACTOR: _____ DATE: _____
NO QUOTATIONS AFTER: September 27, 2021

PART ONE: GENERAL CONDITIONS
PART TWO: SCOPE OF WORK

PART ONE – GENERAL CONDITIONS

1) The Contractor shall coordinate all work in progress with the homeowner so as not to severely disrupt living conditions. Inside work which is disruptive, or displaces the use of the kitchen, bathroom, or bedrooms, shall be pursued continuously on normal working days.
2) The Contractor shall be responsible for removing and replacing furniture and other articles, to and from other storage areas on premises, as needed to allow work space or to protect such possessions. Provide plastic film protection over all furniture (if not removed), carpets, finished floors, etc. – also install film at doorways as required.
3) The Contractor shall remove all excess material, construction debris, and other existing debris and material specified herein, to an approved dumpsite off premises. Work area shall be broom swept at the end of each work day.
4) The Contractor shall contact the Program Inspector or Housing Administrator for direction in the event that coordination or clarification problems arise with the homeowner or other contractors.
5) The Contractor shall coordinate closely with the homeowner as to which possessions are considered "junk and debris" and which are valuable before hauling anything away.
6) The Contractor shall leave all work areas on the premises in a neat and clean condition, and shall instruct the homeowner in the care and use of all installed equipment and appliances. Owner's manuals and warranty booklets are to be provided to the homeowner for all applicable equipment, appliances, and materials.
7) The Contractor shall not undertake or engage in any additional work intended to be billed to the Program as an "extra" or as additional cost to the original contract without a written change order signed by the Program Inspector, Housing Administrator, and homeowner. A written change order as outlined above is also

required for substitutions or additions to the original scope of work not involving additional costs.

8) The Contractor shall obtain and pay for all building, plumbing, electrical, well, septic and other permits required for specified work.
9) The Contractor shall call for all inspections required by County law as well as inspections to receive draw payments and any special inspections required by the Program Inspector. All work shall conform to code.
10) All of the above general conditions shall be adhered to unless otherwise specifically described in the following scope of work.

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

BID FORM

***must be signed to be valid**

Property of Richard Belote
106 Cedar Street
Pocomoke City, MD 21851

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

Total Quote : $ _____

Date Available To Start: _____

Date: _____

_____
Signature

_____
Typed Name

_____
Title

_____
Company Name

_____
Address

_____

_____
Phone Number(s)

_____

_____
MHIC license # Exp. Date

*Town of Pocomoke has determined no permits are required for this project

PROJECT: RICHARD & DEBORAH BELOTE

DATE: 06-14-2021

ADDRESS: 106 CEDAR STREET

POCOMOKE CITY, MD 21851

PHONE: 443-513-0738

SCOPE OF WORK

A: Contractor to obtain all necessary City, and or County permits to completely renovate existing hall bathroom to an ADA compliant bathroom. Contractor to complete all necessary demolition and is responsible for removing all construction related debris from the site.

Remove existing finish flooring, underlayment, and any water damaged subflooring. Remove existing toilet, vanity, and fiberglass tub/shower. Remove drywall as necessary for installation of a new ADA compliant, three piece fiberglass shower unit with ADA grab bars. Install additional 2" x 4"@ 16" O.C. wall framing as necessary for installation of new three piece 5'-0" fiberglass ADA compliant shower unit.

Install new moisture resistant drywall where old drywall was removed. Drywall is to be glued and screwed to the wall studs, taped and finished to a smooth paintable surface. Drywall repair as necessary due to renovations.

Provide and install one (1) five foot ADA compliant, white, three piece fiberglass shower unit with grab bars, adjustable and detachable shower head. Provide and install one (1) shower curtain rod.

Provide and install one (1) white, tall elongated ADA toilet with seat. Install new water shut off valves as necessary

Provide and install one (1) white ADA compliant wall hung lavatory with ADA compliant faucet. Install new water shut off valves.

Replace any water damaged subflooring. Install new ¼" lauan underlayment. Install new contractor grade vinyl sheet finish flooring. Flooring color choice is to be made by the owner. Install new base and shoe moulding to match existing. Contractor is to supply and install two (2) chrome towel bars, and one (1) toilet paper dispenser.

Contractor is responsible for the painting of all new work, walls and trim, two coats, Sherwin-Williams or equal. Paint color choice to be made by the owner.

PRICE:

TOTAL PRICE: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

_____

PHONE NUMBERS: **OFFICE:** _____ **CELL:** _____

MHIC#: _____ **EXPIRATION DATE:** _____

DATE OF PROPOSAL: _____

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

REHABILITATION GUIDELINES FOR WORCESTER COUNTY, MARYLAND

INTRODUCTION

This rehabilitation plan sets forth the guidelines and procedures governing the operation of the Worcester County Housing Rehabilitation Program.

This program will make available financial and/or technical assistance for the rehabilitation of eligible substandard housing units located in the unincorporated areas of Worcester County. Rehabilitation work will correct deficiencies in the eligible home and make the units safe, sound and sanitary for the occupants. All properties will be rehabilitated to the County's Livability Code.

The legal authority for this rehabilitation program comes from the applicable grant agreement for the Community Development Block Grant Program administered by the Maryland Department of Housing and Community Development.

The local governing bodies, contractors, subcontractors, vendors and applicants for rehabilitation assistance are required to abide by a number of State and Federal laws, and may be required to sign documents certifying their compliance.

The Civil Rights Act of 1964
Executive Order 11246 concerning Equal Employment Opportunity
Standards of Conduct for the CDBG recipients – Conflict of Interest
Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
Standard of Equal Opportunity Construction Contract Specifications
Certification of Non-Segregated Facilities for Contracts over $10,000
Title VI of Civil Rights Act of 1964
Section 109 of Housing & Community Development Act of 1974
Section 3 Compliance
Age Discrimination Act of 1975
Section 504 Affirmative Action for Handicapped Lead Based Paint Hazards
Access to/Maintenance of Records

Past experience with the Program has shown that there are sufficient applicants to utilize the available funds. If this should cease to be the case, the Administration will market the Program via newspaper and television stories, public service announcements, and contacts with civic and charitable organizations.

The County Commissioners shall have the right to waive certain limits and eligibility criteria on a case-by-case basis as justified by unusual circumstances and with the approval of the State.

SECTION I – ELIGIBILITY

1. Beneficiaries of the Program must be of low-to-moderate income, as defined by income limits provided by the Maryland Department of Housing and Community Development.

The limits may be revised from time to time. Current limits are as follows:

Persons Per Household	Maximum Annual Income
1	40,600
2	46,400
3	52,200
4	58,000
5	62,650
6	67,300
7	71,950
8	76,600

2. The dwelling to be rehabilitated must be located within the unincorporated areas of Worcester County or in a township that does not receive CDBG funding.

3. The dwelling must be in substandard condition and economically feasible of being brought into compliance with the standards of the County's Livability Code. Exceptions may be made for emergency cases to correct an immediate threat to the health and safety of the occupant(s). All health and safety problems will be documented on a separate form.
4. Program emphasis is the rehabilitation of owner-occupied dwellings, however, landlords who rent to persons of low-to-moderate income may be considered for CDBG funded interest subsidies for bank loans, provided such assistance has been approved by the State.
5. Owner-occupants must not own any house other than the one to be rehabilitated under the program and must not have substantial assets which would enable the applicant to secure rehabilitation funds from other sources.
6. If the dwelling lies within a flood zone, the applicant must agree to obtain flood insurance coverage.
7. Vacant dwellings may be considered for rehabilitation if the dwelling has been vacated due to its substandard condition, and if the owner agrees to occupy the dwelling upon completion.
8. Applicants without property insurance must obtain such insurance prior to the initiation of any work.
9. Homes owned by more than 1 party (other than a husband and wife who reside together) may be rehabilitated even if not all members reside in the home. At least one of the owners must live in the home. All others must sign all program documents, including the application and the final loan documents.
10. The total income of all persons residing in the house will be counted. The income of household members who are presented as residing temporarily in the house will be counted for eligibility purposes until evidence is that the person has moved out.

II. APPLICATION PROCEDURES

1. Applications will be accepted continuously. The following must be submitted prior to application review and underwriting: property tax bill; proof of insurance or commitment to obtain such on property; verification of mortgage (if applicable); and proof of income. The following will be acceptable as proof of income: social security or pension award letters, last two pay stubs, W-2 form for the previous year, or income tax returns. Mortgage verification forms will be used. Employment verification forms will be used at the discretion of the Administrator.
2. The number of applicants which meet eligibility guidelines will be referred to the Program Inspector for completion of a preliminary inspection. This will occur during the times in which the program has sufficient funds to handle the stream of applicants coming in. Preliminary inspections will not be completed for "backlogged" applicants. The purpose of the preliminary inspection is to determine whether the rehabilitation is economically feasible and to determine the health and safety violations which will end in the prioritization of applications. Preliminary inspections will be made in writing and will include the estimated cost time.
3. The Administrator will perform general prioritization of applications for the purpose of presentation to the review board. Priorities are covered in Section III, "Selection".
4. Excess housing demand will be partially addressed by the prioritization discussed in #3, above. In addition, applicants deemed to have greater repayment ability will be referred to the State Special Loans Programs. Consideration will be given in developing programs which will expend the CDBG funds in a timely manner, but yet maximize the number of families served. A prioritized waiting list will be developed so that as more funds become available, families will be reviewed in priority order. All Special Loans Programs cases will be handled using regular SLP procedures
5. Underwriting will be performed prior to presentation to the Housing Review Board. The Administrator will utilize the State Special Loans Program underwriting form. Applicants who expend more than 28% of their income for housing expenses will be deemed unable to repay a loan.
6. The Administrator will prepare recommendations for action by the Review Board and will mail this material to the Board in advance of the meeting at which action is being requested. In order to receive a conditional grant, the applicant must meet one of the following criteria: have income below 80% of the AREA median; be 62 years of age or older; or is spending more than 30% of his gross income on housing, exclusive of utilities.

III. SELECTION

1. Efforts will be made to provide assistance on a first-come, first-served basis, however, severity of need will take precedence. Severity of need will be based on the following criteria:

    - One or more occupants of the dwelling is age 62 or older.
    - One or more occupants of the dwelling is handicapped.
    - Condition of the dwelling is a threat to the health and/or safety of the occupants.
    - Total household income is below 50% of the County median.

2. The Housing Review Board will meet as needed. The Board will review applications and recommendations from the Program Administrator and will make decisions as to which shall be funded and the method of financing. Grievances and appeals against the decision of the Housing Review Board will be made in writing within 30 days after notification of the Board's decision. Additional information not presented at the time of the meeting must be requested with the request for an appeal hearing. Appeals will be referred to the County Administrator who will act on them within 30 days of receipt. Applicants may further appeal to the County Commissioners within 30 days after the decision of the County Administrator. Applicants will be notified of the grievance procedures upon notification of action by the Board on their cases.
3. Upon application approval, the Administrator will send appropriate documentation to the Maryland Historical Trust for the Section 106 review.
4. The Inspector will perform a detailed, written work-up for each approved case.

IV. STRUCTURE OF FINANCIAL ASSISTANCE

1. The average amount of assistance is expected to be $20,000. The maximum grant amount will be $30,000. Total improvements may exceed $30,000 if the after-rehab value of the dwelling is in excess of all mortgage amounts and the home can be brought into compliance using what is still considered to be moderate to of these substantial rehabilitation guidelines. CDBG Awards exceeding $30,000 shall be in the form of 0% interest loans; payment amounts to be determined using the Special Loans Program underwriting worksheet. Recipients must make payments as scheduled to the County Treasurer's Office until the entire principal amount of the debt is retired; there is no expiration on the term of the loans. The Board may alternatively elect to supplement the $30,000 maximum grant amount with loan funding through the State Special Loans Program. Payment and interest would be set by SLP according to their Program guidelines and loans would be serviced through their agency.
2. In cases of the sale or cash-out re-financing of rehabilitated properties, the County must be re-paid the balance of the loan or grant per the terms outlined in the agreement. Reverse mortgages are not permitted while liens are still in effect. The following tiered system applies for liens placed on houses rehabilitated through a CDBG grant:
   Tier I- $0 to $12,500 grant requires a five (5) year lien

Tier II- $12,501 to $25,000 grant requires a ten (10) year lien
Tier III- $25,001 to $30,000 grant requires a fifteen (15) year lien.

A tiered portion of the grant amount must be repaid if the dwelling is sold after rehabilitation and prior to the expiration of the grant term. Repayment is required according to the following schedule:

For five year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	80% grant repayment
Sale in the third year	60% grant repayment
Sale in the fourth year	40% grant repayment
Sale in the fifth year	20% grant repayment

The grant mortgage will be released after the fifth year and no repayment is required thereafter.

For ten year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	90% grant repayment
Sale in the third year	80% grant repayment
Sale in the fourth year	70% grant repayment
Sale in the fifth year	60% grant repayment
Sale in the sixth year	50% grant repayment
Sale in the seventh year	40% grant repayment
Sale in the eighth year	30% grant repayment
Sale in the ninth year	20% grant repayment
Sale in the tenth year	10% grant repayment

The grant mortgage will be released after the tenth year and no repayment is required thereafter.

For fifteen year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	93% grant repayment
Sale in the third year	87% grant repayment
Sale in the fourth year	80% grant repayment
Sale in the fifth year	73% grant repayment
Sale in the sixth year	67% grant repayment
Sale in the seventh year	60% grant repayment
Sale in the eighth year	53% grant repayment
Sale in the ninth year	47% grant repayment
Sale in the tenth year	40% grant repayment
Sale in the eleventh year	33% grant repayment
Sale in the twelfth year	27% grant repayment
Sale in the thirteenth year	20% grant repayment
Sale in the fourteenth year	13% grant repayment

Sale in the fifteenth year 7% grant repayment

The grant mortgage will be released after the fifteenth year and no repayment is required thereafter.

V. REHABILITATION ACTIVITIES

1. Work to be performed will be determined through an inspection by the Rehabilitation Specialist/Inspector. The homeowner will be encouraged to participate in this process. The Rehabilitation Specialist will prepare a detailed work write-up which will be utilized for solicitation of bids to perform the work. Work on these homes which require septic systems, wells and the installation of bathrooms will be reviewed by the Worcester County Division of Environmental Programs prior to be sent to bid. Requirements of the Division of Environmental Programs will be incorporated into the work write-up.

2. The following are considered eligible repairs under the program when such repairs are necessary to bring the property into conformance with the County's Livability Code:

    - Improvements to the existing physical structure such as painting and resurfacing of structures or surface elements
    - Roof, wall, floor and ceiling repairs
    - Replacement of appliances such as range, hot water heater, water pump.
    - Replacements of fixtures such as heating, electrical, plumbing
    - Energy conservation/weatherization improvements
    - Alterations necessary to make the dwelling more accessible for handicapped persons
    - Modifications to the physical structure such as the addition of a bathroom, windows, steps, and fire detection equipment.

3. The following activities are generally ineligible for rehabilitation assistance:

    - New construction, substantial reconstruction, or the finishing of unfinished space such as attics or basements.
    - Remodeling or cosmetic improvements
    - Renovation of dilapidated outbuildings
    - Appliances not required by code standards
    - Materials, fixtures, equipment or landscaping of type or quality that exceeds that customarily used in Worcester County for properties of the same general type. The County has developed

general specifications which detail the level of materials and workmanship quality.

VI. CONTRACTING

1. The County will advertise publicly for bids based on the work write-up prepared by the Rehabilitation Specialist. Minority and female owned firms will be encouraged to bid.

2. Contractors must complete a Qualification Form to be considered as an eligible bidder.

3. Bids will be reviewed for accuracy and responsibility and a recommendation for award will be provided to the County Commissioners. Bids will generally be awarded to the lowest bidder. The County Commissioners reserve the right to accept or reject any or all bids.

4. The County may limit the number of contracts to be awarded to one contractor during any one bid solicitation and may negotiate with other bidders for remaining contracts.

5. Following award, the Owner-Contractor Agreement will be executed by the contractor and homeowner. The Program Administrator will then issue a Notice to Proceed.

6. The contractor may request progress payments as often as needed. Payments are made following inspection by the Program Inspector and upon approval by the Program Administrator. The contractor may receive up to 75% of the total contract in this manner; the final 25% will not be paid until satisfactory completion of a final inspection and the achievement of lead clearance on applicable projects. The homeowner, Program Inspector, contractor and Program Administrator are required to sign-off on the final payment request in order for payment to be processed.

7. All work involving well and septic installation will be bid separately and will not require the certification of the Program Inspector. The Administrator will work directly with the Environmental Programs Department for this procurement. E.P. will also perform the inspections.

8. The inspector will obtain the owner's signature on the Certificate of Completion prior to the final payment being made. If there is a dispute, the inspector and Program Administrator will make the determination and document the reasons for such.

9. Any homeowner who has problems with the work after its completion, (i.e., leaking pipes) should contact the Program Administrator who will

request the inspector to ascertain the cause of the problem. If the time frame is within the one-year guarantee period, all efforts will be made to encourage the Contractor to correct the problems voluntarily. If this should prove unfeasible, the program will engage the services of another contractor to correct the work, if ample funds are available.

VII. PERMITTING PROCESS

1. The Housing Administrator will send a copy of the final work write-up to the applicable Permitting Department for a permit review. The Permitting Department will respond with a written memo listing the permits required for the project and the code which is used by the jurisdiction. The Administrator will provide the contractor with a copy of this memo when the Owner-Contractor Agreement is signed.

2. The contractor will contact the property owner to sign the permit and submit the permit to the local Permitting Department along with any required drawings or site plan and all applicable fees .

3. The contractor will notify the Department of Planning, Permits and Inspections and the Housing Administrator of the construction start date.

VIII. FINAL REHABILITATION DOCUMENTS

1. Once the contract for the work is awarded, the Administrator will prepare the following documents for signature by the homeowner:

   - Owner-Contractor Agreement
   - Lead Paint Notice
   - Grant/Loan Agreement
   - Promissory Note
   - Notice of Right of Rescission
   - FHEO Self Identification Form

   In addition, a copy of the work write-up will be included in this mailing.

2. When the documents are returned to the Administrator, he or she will obtain the signature of the contractor on the Owner-Contractor Agreement. Once this is done, the Contractor will be given a Notice to Proceed.

3. The Grant/Loan Agreement will be recorded in the Office of the Clerk of Court.

4. Copies of the promissory note and Grant/Loan Agreement will be provided to the County Treasurer's Office upon signing and recordation.

BID AND CONTRACT PROCEDURES
WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

It shall be the policy of the Worcester County Rehabilitation Program to maximize participation by minority contractors. The Program Administrator shall consult all available resources for names of minority contractors.

The procedures contained herein apply only to work funded in whole or in part with County CDBG funds. Other agencies which supplement the CDBG funds have the option of using their own procedures.

CONTRACTOR QUALIFICATION

1. An advertisement soliciting interested rehabilitation contractors shall be placed in local newspapers by the Worcester County Housing Rehabilitation Program on behalf of the property owner. This ad will contain the information necessary to request a bid package and the date that bids are due.

2. Bid packages will be mailed to those contractors requesting them.

3. Bid packages will be mailed to those contractors known to be active in the area. The following will be required of contractors:

    a. Adequate liability insurance ($100,000/$300,000 for personal injury and $100,000 for property damage), listing agent's name, amount, expiration date and name of insurer.
    b. Name of the company bank
    c. The names of the usual subcontractors
    d. The names and addresses of at least two (2) recent residential rehabilitation or remodeling customers
    e. A list of all principal officers o the company
    f. Number and date of the Maryland Home Improvement License

4. Contractors meeting the qualifications above will be deemed acceptable and will be allowed to bid on the rehabilitation projects. This privilege is contingent on the fact that no contractor is on HUD's debarred list, has filed bankruptcy or is otherwise deemed ineligible. The Housing Specialist/Inspector and the Housing Rehabilitation Program Administrator and award of the bid by the County Commissioners shall make final selection of the contractor after an evaluation of the bid. The name of contractors who do not perform satisfactorily will be submitted to the County Commissioners with a recommendation that they not be allowed to bid on future projects.

5. Contractors will return completed and sealed bid packages to the Budget Officer no later than the date established in the advertisement. No bids will be accepted after this deadline. Faxed bids are not acceptable.

6. No items are to be omitted. All bids are to be totaled on the first page of the work write-up and signed by the contractor on the last page. Any bid which contains omitted items will be disqualified.

7. The jobs are to be bid on an individual basis, group bidding is not allowed.

8. Any questions concerning the substance of the work write-up should be clarified before the bid is submitted. No change orders may be made without the approval of the Worcester County Housing Rehabilitation Program Administrator. The submitting of bids shall be taken as a contractor's acknowledgement of the adequacy of the scope of work unless the bid is accompanied by a statement expressing the contractor's questions or concerns.

9. Bids will be reviewed by the Housing Specialist/Inspector and the Program Administrator. All bids will be opened publicly and read aloud at a specified time.

10. The contract for approved applications will be awarded consistent with the County's purchasing policy. Generally this will be the low bidder provided that he or she has met all eligibility criteria, and that the bid covers all items on the work write-up and that the bid appears to be feasible and responsive. The County Commissioners will award the contract at a regular meeting. It is the general policy of the program to use general contractors. However, there may be instances where work to only one trade is to be done. In these cases, the Administrator may solicit the appropriate subcontractor. All well and septic work will be bid separately.
WORCESTER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

CONTRACT PROCEDURES

1. A contract for construction work financed by a rehabilitation grant or loan shall be undertaken between the contractor and the property owner. The County will not be a party to such a contract, but will act on the recipient's behalf in bidding, contract award and inspections of work completed.

2. The form of the contract shall be as follows: a single document, containing the general conditions and specifications for the work performed. The bid form is included in the contract by reference.

3. General contract provisions shall be required in all rehabilitation construction contracts, including:

- A provision that a written "Proceed to Work" order within a "to be determined" number of days is issued
- A provision that the Contractor will be paid the contract price according to a payment schedule specified within the contract when work is satisfactorily completed. Payment will be made as soon as possible after receipt of the contractor's invoice and for final payments receipt of release of liens by the contractors, suppliers and laborers involved.

4. The Contractor shall be required to follow the following provisions:

- Comply with all County inspection requirements
- Perform all work in accordance with applicable standards and requirements, whether or not covered by the work specifications.

OWNER/CONTRACTOR DISPUTES

If a dispute between the homeowner and contractor concerning workmanship, quality of materials, or scope of work occurs, the Program Inspector will meet with both parties to discuss their concerns. The Program Inspector will advise the homeowner and contractor, in writing, of the recommended resolution. If both parties are not satisfied with the recommended resolution, they may respond in writing to the Program Administrator within 10 days of the date of the notice from the Inspector. The Program Administrator will meet with the homeowner, contractor and inspector at the property, listen to the concerns of all parties and evaluate the disputed work. The Program Administrator will respond in writing within 10 days of the meeting. If the homeowner or contractor do not accept the final resolution of the Program, the dispute will be referred for independent arbitration as provided for in the terms of the Worcester County Housing Rehabilitation Owner-Contractor Agreement.

CHANGE ORDERS

It is the policy of the Worcester County Housing Rehabilitation Program to carefully evaluate change orders. Every effort will be made to ensure that the work write-ups are complete and accurate representations of the work to be done in accordance with program guidelines. We require contractors to clarify any questions regarding the work write-up prior to the submission of a bid.

For other items on which change orders may be required, the following procedures will apply, regardless of whether the request for a change is initiated by the contractor or a homeowner:

1. The contractor is required to telephone both the Program Administrator and the Project Inspector with a verbal explanation of the situation.

2. The Project Inspector will visit the job site to render an opinion on the need for the change. If the Project Inspector recommends denial of the change order, this decision shall be final.
3. If the Project Inspector finds that the request is justified, he will so inform the Program Administrator who will render the final judgment. The Inspector will also give his opinion as to the reasonable cost of the proposed change.
4. Change orders which would bring the total grant amount above the maximum are not permitted. In cases of this nature, every attempt will be made to substitute a change for an originally approved item which is of lesser importance or to seek funds from other programs.
5. The Program Administrator will require the contractor to fill out and sign a change order form prior to permitting work to proceed.

RECRUITMENT OF MINORITY, SMALL, AND FEMALE CONTRACTORS

It is the policy of the County to attempt to recruit and assist small, female and minority contractors. Solicitations for bids will be placed in local newspapers. Additionally, the Administrator will attempt to locate such contractors and place them on the builder's list. He/she will consult such sources as the Maryland Department of Transportation Business Directory, the Lower Shore Contractors Association (a minority association), Shore-Up!, and O.U.R. Community, as well as any other group known to have knowledge of minority, small and female contractors.

REHABILITATION CONTRACTORS

Apex Construction MBE
Attn: Mike Meade
12650 Sunset Avenue, Suite 7
Ocean City, MD 21842
m.meadeestimator@gmail.com
jjfranzetti@gmail.com

Barmar Construction, LLC
714 Hills Point Road
Cambridge, MD 21613
410-901-2304
barmarconstruct@aol.com

Beach Construction Company
11555 Quillin Way
Berlin, MD 21811
443-880-3473
410-641-8590
beachcoeast@gmail.com

Robert Brooks MBE
Apostle Expert Exteriors
P.O. Box 485
Salisbury, MD 21803
410-548-1392, ext. 107
rbrooks.apostlecon@gmail.com

C.A.R.E. Property Services, Inc.
Attn: Jordan Lehr
1235 Abbottstown Pike
Hanover, PA 17331 (has office in OC too)
717-437-1649
jlehr@callcarefirst.com

Covenant Contractors
10522 Jones Road
Berlin, MD 21811
covenant_contractors@yahoo.com
410-629-1815

Colossal Contractors
Attn: Kim Crawford
4601 Sandy Spring Road
Burtonsville, MD 20866
301-476-9060
info@colossalcontrators.com

Curtis Mercer Remodeling, Inc.
9937 Hotel Road
Bishopville, MD 21813
410-352-5379
410-430-3446 cell
410-352-5920 fax
cmremodelinginc@hotmail.com

Barone Built, Inc.
David Barone
27320 Cash Corner Road
Crisfield, MD 21817
easternshoreconstructioninc@gmail.com
410-713-5763 cell
410-341-7400 office
410-341-7401 fax

Hebreux St. Fleur- MBE
P.O. Box 4501
Salisbury, MD 21803
hebrewqualityinsulation@gmail.com
410-860-1613

Don Layman
A Right Angle Construction
302 15th Street
Pocomoke City, MD 21851
410-937-8485
don.layman69@gmail.com

Mallard Home Improvements
P.O. Box 28
Quantico, MD 21856
mallardconst@yahoo.com
410-572-2727

Medli Home Improvement
1806 Jersey Road
Salisbury, MD 21801
medlihome@comcast.net
302-841-2899

The Myers Group
1147 S. Salisbury Blvd #8-140
Salisbury, MD 21801
443-366-9222
Fax: 410-572-6081 left message
themyersgroupllc@aol.com

Poseidon Plumbing & Home Services 12637
Sunset Avenue #1
Ocean City, MD 21842
410-251-1096
matts@poseidonhomeservices.com

Peeples Contracting Co., Inc.
76 Clubhouse Drive
Berlin, MD 21811

Shoreman Construction
William Hearn
606 E. Pine St.
Delmar, MD 21875
shoremanconstruction@gmail.com
Phone: 410-896-3200
Fax: Same

Three Guys Construction
Stephen Frey
8660 Lake Somerset Rd.
Westover, MD 21871
sgfrey@yahoo.com
Phone: 410-430-1109
Mobile:
Fax: 410-957-2868

NOTICE TO HVAC CONTRACTORS
INVITATION TO BID
Housing Rehabilitation
Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for installation of an HVAC system at a single-family home located in the Stockton area of Worcester County. Bid specification packages and bid forms are available to licensed HVAC contractors. Packages may be picked up from the Office of the County Commissioners, Worcester County Government Center, One West Market Street - Room 1103, Snow Hill, Maryland 21863, obtained online at www.co.worcester.md.us under the "Bids" drop-down menu in the lower right hand side of the home page, or by calling the Commissioners' Office at 410-632-1194 to request a package by mail.

The projects are proposed to be funded by the Community Development Block Grant (CDBG) Program and are thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, September 27, 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 "**Housing Rehabilitation Bid – Stockton – September 27, 2021**" in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids 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 regarding the bid specifications shall be directed to the Housing Program Inspector, Dave Walter, at 410-603-4096. All other inquiries shall be directed to Jennifer Keener, Director, at 410-632-1200.

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

GENERAL SPECIFICATIONS

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the home to be rehabilitated is attached. Bids will be accepted until 1:00 p.m. on Monday, September 27, 2021 at the Worcester County Commissioners Office, Room 1103, One West Market Street, Snow Hill, Maryland 21863 at which time they will be opened and read aloud. General telephone inquiries may be directed to Jennifer Keener, Director, at 410-632-1200. Questions of a technical nature may be directed to the Program Inspector, Dave Walter, at 410-603-4096. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked "Housing Rehabilitation Bid – Stockton – September 27, 2021". Each bid must be signed and dated.

Contractor qualifications: Any contractor who has not submitted a Contractor Qualification form to the Program within the past six (6) months must complete and return the enclosed form. Contractors for this project must be a licensed HVAC Contractor as well as possess active liability insurance ($100,000/$300,000 for personal injury and $50,000/$100,000 for property damage).

Completion of job: Contractors are expected to commence work within thirty (30) days of the issuance of the Notice To Proceed. Work must be completed within thirty (30) days of commencement of job. If anticipated start date and completion schedule is different than outlined above, please write estimated dates on enclosed Bid Form.

Contracting Policy: Attached to this bid is a copy of the Rehabilitation Program Guidelines. Contractors are urged to read this document carefully.

Bid Submission Checklist

☐ Contractor Qualification Form

☐ Contractor Conflict of Interest Disclosure Form

☐ Bid Form- on your company letterhead using Worcester format

☐ Scope of Work with Line Item Breakdown- all lines completed and total price

☐ Section 3 Compliance Bid Form * if you are not a Section 3 employer and expect no new hires, check 3rd option and enter "0" new employees

☐ Section 3 Business Certification * if you are not Section 3 employer check bottom option; unable to certify

☐ Attended Pre-bid meeting: ____ Required _X_ Not Required

☐ Signed Bid Submission Checklist

_____

Signature Date

Please check off items submitted above, sign and include this checklist with your submission package. If you have any questions as to if a previously submitted Contractor Qualification Form has expired, please contact Jennifer Keener at 410-632-1200. Bids submitted with no Contractor Qualification form on file dated within the past 6 months may not be considered. Please note HUD 4010 enclosed for informational purposes; Davis Bacon is not required for this project.

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM
CONTRACTOR QUALIFICATION FORM

Contractor _____

Address _____
_____

Phone Number _____

Federal I.D. or S.S. # _____

Insurance Company, Agent, & Coverages: _____
_____

List of Company Officers: _____
_____
_____

List of Licenses Currently Held:

_____ Exp. Date
MHIC Number

_____ Exp. Date
MBR Number

_____ Exp. Date
MDE Lead Cert.

_____ Exp. Date
EPA Lead Cert.

Trade References (2)

_____ Phone
Name

_____ Phone
Name

Client References (2)

_____ Phone
Name

_____ Phone
Name

Is contractor in a State of Bankruptcy? _____ Yes _____ No
Is contractor on HUD's debarred list? _____ Yes _____ No

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

_____ Minority Business Enterprise
_____ Women's Business Enterprise
_____ Disadvantaged Business Enterprise
_____ Section 3 Employer

Conflict of Interest Disclosure
Contractor*

All businesses submitting bids for projects and activities which include funding through the Maryland Community Development Block Grant Program must disclose any potential conflict of interest. A conflict of interest may occur if the business owner/principals are related to or have a business relationship with an employee, officer or elected official of _Worcester County_. If it is determined there is a conflict of interest or potential conflict of interest, you may not be selected even if your bid is determined to be the lowest, most qualified. The _County_ can request for the State of Maryland CDBG Program to review and make a determination which could result in a waiver allowing for approval.

1. Are owner(s)/principal(s) ever been an employee, agent, consultant, officer, elected official or appointed official of _Worcester County_? ☐ Yes ☐ No
   If yes, please identify:_____

2. Are owner(s)/principal(s) related (including through marriage or domestic partnership) to an employee, agent, consultant, officer, elected or appointed official of _Worcester County_?
   ☐ Yes ☐ No If yes, please identify:_____

3. Do owner(s)/principal(s) have a business or professional relationship with anyone identified under Question #1? ☐ Yes ☐ No
   If yes, please identify:_____

I/We certify that the above information is true and correct. I/We understand that providing false statements or information is grounds for termination of assistance and is punishable under federal law.

Signed:_____ Date:_____

Name:_____ (Print)

Signed:_____ Date:_____

Name:_____ (Print)

**For all non-construction contracts and for single family housing rehabilitation only* 9/2017

For Grantee Use Only:

CDBG Grant Number:	**Date Received:**
☐ **Conflict of Interest does not exist**	☐ **Conflict of Interest exists**
Date Sent to State:	☐ **Waiver Granted** ☐ **Waiver Denied**

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 COMPLIANCE BID FORM

Name of Business: _____

Address of Business: _____

Type of Business: __ Corporation __Partnership __Sole Proprietorship __Other

Business Activity: _____

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

OR

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

OR

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

I attest that the above information is true and correct.

_____ Signature

_____ Print Name

_____ Title

_____ Date

WORCESTER COUNTY IS REQUESTING QUOTATIONS FROM QUALIFIED CONTRACTORS FOR REPAIRS TO:

PROPERTY OF: **John Jones**
ADDRESS: **5316 Little Mill Road**
Stockton, MD 21864
TELEPHONE: **757-894-0928**

TOTAL QUOTE: _____

CONTRACTOR: _____ DATE: _____
NO QUOTATIONS AFTER: September 27, 2021

PART ONE: GENERAL CONDITIONS
PART TWO: SCOPE OF WORK

PART ONE – GENERAL CONDITIONS

1) The Contractor shall coordinate all work in progress with the homeowner so as not to severely disrupt living conditions. Inside work which is disruptive, or displaces the use of the kitchen, bathroom, or bedrooms, shall be pursued continuously on normal working days.
2) The Contractor shall be responsible for removing and replacing furniture and other articles, to and from other storage areas on premises, as needed to allow work space or to protect such possessions. Provide plastic film protection over all furniture (if not removed), carpets, finished floors, etc. – also install film at doorways as required.
3) The Contractor shall remove all excess material, construction debris, and other existing debris and material specified herein, to an approved dumpsite off premises. Work area shall be broom swept at the end of each work day.
4) The Contractor shall contact the Program Inspector or Housing Administrator for direction in the event that coordination or clarification problems arise with the homeowner or other contractors.
5) The Contractor shall coordinate closely with the homeowner as to which possessions are considered "junk and debris" and which are valuable before hauling anything away.
6) The Contractor shall leave all work areas on the premises in a neat and clean condition, and shall instruct the homeowner in the care and use of all installed equipment and appliances. Owner's manuals and warranty booklets are to be provided to the homeowner for all applicable equipment, appliances, and materials.
7) The Contractor shall not undertake or engage in any additional work intended to be billed to the Program as an "extra" or as additional cost to the original contract without a written change order signed by the Program Inspector, Housing Administrator, and homeowner. A written change order as outlined above is also

required for substitutions or additions to the original scope of work not involving additional costs.

8) The Contractor shall obtain and pay for all building, plumbing, electrical, well, septic and other permits required for specified work.
9) The Contractor shall call for all inspections required by County law as well as inspections to receive draw payments and any special inspections required by the Program Inspector. All work shall conform to code.
10) All of the above general conditions shall be adhered to unless otherwise specifically described in the following scope of work.

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

BID FORM

***must be signed to be valid**

Property of John Jones
5316 Little Mill Road
Stockton, MD 21864

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

Total Quote : $ _____

Date Available To Start: _____

Date: _____

_____
Signature

_____
Typed Name

_____
Title

_____
Company Name

_____
Address

_____

_____
Phone Number(s)

_____

_____
HVAC license # Exp. Date

PROJECT: JOHN JONES

DATE: 06-28-2021

ADDRESS: 5316 LITTLE MILL ROAD

STOCKTON, MD 21864

PHONE: 757-894-0928

SCOPE OF WORK

A: PROVIDE AND INSTALL COMPLETE NEW HVAC SYSTEM:

Remove existing exterior "pack" unit and all supply and return ductwork. Provide and install new contractor grade, properly sized heat pump system with air handler, condensing unit, programmable thermostat, and all necessary supply and return system ductwork and filters. System is to be Energy Star rated, minimum 16 SEER, and sized in accordance with the ACCA's manual J or other recognized methodology. Data for heat load/loss calculations shall be based on post rehabilitation conditions. System is to be capable of heating the interior to 78 F when the exterior temperature is 0 F, in all habitable and essential rooms.

Clean up and haul away all old equipment and ductwork as well as any construction debris remaining.

PRICE: _____

TOTAL PRICE: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

_____

PHONE NUMBERS: OFFICE: _____ CELL: _____

MHIC#: _____ EXPIRATION DATE: _____

DATE OF PROPOSAL: _____

I have reviewed the above specifications and hereby accept as written.

John J Jones 7-28-21

Owner **Date**

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant. sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

REHABILITATION GUIDELINES FOR WORCESTER COUNTY, MARYLAND

INTRODUCTION

This rehabilitation plan sets forth the guidelines and procedures governing the operation of the Worcester County Housing Rehabilitation Program.

This program will make available financial and/or technical assistance for the rehabilitation of eligible substandard housing units located in the unincorporated areas of Worcester County. Rehabilitation work will correct deficiencies in the eligible home and make the units safe, sound and sanitary for the occupants. All properties will be rehabilitated to the County's Livability Code.

The legal authority for this rehabilitation program comes from the applicable grant agreement for the Community Development Block Grant Program administered by the Maryland Department of Housing and Community Development.

The local governing bodies, contractors, subcontractors, vendors and applicants for rehabilitation assistance are required to abide by a number of State and Federal laws, and may be required to sign documents certifying their compliance.

The Civil Rights Act of 1964
Executive Order 11246 concerning Equal Employment Opportunity
Standards of Conduct for the CDBG recipients – Conflict of Interest
Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
Standard of Equal Opportunity Construction Contract Specifications
Certification of Non-Segregated Facilities for Contracts over $10,000
Title VI of Civil Rights Act of 1964
Section 109 of Housing & Community Development Act of 1974
Section 3 Compliance
Age Discrimination Act of 1975
Section 504 Affirmative Action for Handicapped Lead Based Paint Hazards
Access to/Maintenance of Records

Past experience with the Program has shown that there are sufficient applicants to utilize the available funds. If this should cease to be the case, the Administration will market the Program via newspaper and television stories, public service announcements, and contacts with civic and charitable organizations.

The County Commissioners shall have the right to waive certain limits and eligibility criteria on a case-by-case basis as justified by unusual circumstances and with the approval of the State.

SECTION I – ELIGIBILITY

1. Beneficiaries of the Program must be of low-to-moderate income, as defined by income limits provided by the Maryland Department of Housing and Community Development.

The limits may be revised from time to time. Current limits are as follows:

Persons Per Household	Maximum Annual Income
1	40,600
2	46,400
3	52,200
4	58,000
5	62,650
6	67,300
7	71,950
8	76,600

2. The dwelling to be rehabilitated must be located within the unincorporated areas of Worcester County or in a township that does not receive CDBG funding.

3. The dwelling must be in substandard condition and economically feasible of being brought into compliance with the standards of the County's Livability Code. Exceptions may be made for emergency cases to correct an immediate threat to the health and safety of the occupant(s). All health and safety problems will be documented on a separate form.
4. Program emphasis is the rehabilitation of owner-occupied dwellings, however, landlords who rent to persons of low-to-moderate income may be considered for CDBG funded interest subsidies for bank loans, provided such assistance has been approved by the State.
5. Owner-occupants must not own any house other than the one to be rehabilitated under the program and must not have substantial assets which would enable the applicant to secure rehabilitation funds from other sources.
6. If the dwelling lies within a flood zone, the applicant must agree to obtain flood insurance coverage.
7. Vacant dwellings may be considered for rehabilitation if the dwelling has been vacated due to its substandard condition, and if the owner agrees to occupy the dwelling upon completion.
8. Applicants without property insurance must obtain such insurance prior to the initiation of any work.
9. Homes owned by more than 1 party (other than a husband and wife who reside together) may be rehabilitated even if not all members reside in the home. At least one of the owners must live in the home. All others must sign all program documents, including the application and the final loan documents.
10. The total income of all persons residing in the house will be counted. The income of household members who are presented as residing temporarily in the house will be counted for eligibility purposes until evidence is that the person has moved out.

II. APPLICATION PROCEDURES

1. Applications will be accepted continuously. The following must be submitted prior to application review and underwriting: property tax bill; proof of insurance or commitment to obtain such on property; verification of mortgage (if applicable); and proof of income. The following will be acceptable as proof of income: social security or pension award letters, last two pay stubs, W-2 form for the previous year, or income tax returns. Mortgage verification forms will be used. Employment verification forms will be used at the discretion of the Administrator.
2. The number of applicants which meet eligibility guidelines will be referred to the Program Inspector for completion of a preliminary inspection. This will occur during the times in which the program has sufficient funds to handle the stream of applicants coming in. Preliminary inspections will not be completed for "backlogged" applicants. The purpose of the preliminary inspection is to determine whether the rehabilitation is economically feasible and to determine the health and safety violations which will end in the prioritization of applications. Preliminary inspections will be made in writing and will include the estimated cost time.
3. The Administrator will perform general prioritization of applications for the purpose of presentation to the review board. Priorities are covered in Section III, "Selection".
4. Excess housing demand will be partially addressed by the prioritization discussed in #3, above. In addition, applicants deemed to have greater repayment ability will be referred to the State Special Loans Programs. Consideration will be given in developing programs which will expend the CDBG funds in a timely manner, but yet maximize the number of families served. A prioritized waiting list will be developed so that as more funds become available, families will be reviewed in priority order. All Special Loans Programs cases will be handled using regular SLP procedures
5. Underwriting will be performed prior to presentation to the Housing Review Board. The Administrator will utilize the State Special Loans Program underwriting form. Applicants who expend more than 28% of their income for housing expenses will be deemed unable to repay a loan.
6. The Administrator will prepare recommendations for action by the Review Board and will mail this material to the Board in advance of the meeting at which action is being requested. In order to receive a conditional grant, the applicant must meet one of the following criteria: have income below 80% of the AREA median; be 62 years of age or older; or is spending more than 30% of his gross income on housing, exclusive of utilities.

III. SELECTION

1. Efforts will be made to provide assistance on a first-come, first-served basis, however, severity of need will take precedence. Severity of need will be based on the following criteria:

   - One or more occupants of the dwelling is age 62 or older.
   - One or more occupants of the dwelling is handicapped.
   - Condition of the dwelling is a threat to the health and/or safety of the occupants.
   - Total household income is below 50% of the County median.

2. The Housing Review Board will meet as needed. The Board will review applications and recommendations from the Program Administrator and will make decisions as to which shall be funded and the method of financing. Grievances and appeals against the decision of the Housing Review Board will be made in writing within 30 days after notification of the Board's decision. Additional information not presented at the time of the meeting must be requested with the request for an appeal hearing. Appeals will be referred to the County Administrator who will act on them within 30 days of receipt. Applicants may further appeal to the County Commissioners within 30 days after the decision of the County Administrator. Applicants will be notified of the grievance procedures upon notification of action by the Board on their cases.
3. Upon application approval, the Administrator will send appropriate documentation to the Maryland Historical Trust for the Section 106 review.
4. The Inspector will perform a detailed, written work-up for each approved case.

IV. STRUCTURE OF FINANCIAL ASSISTANCE

1. The average amount of assistance is expected to be $20,000. The maximum grant amount will be $30,000. Total improvements may exceed $30,000 if the after-rehab value of the dwelling is in excess of all mortgage amounts and the home can be brought into compliance using what is still considered to be moderate to of these substantial rehabilitation guidelines. CDBG Awards exceeding $30,000 shall be in the form of 0% interest loans; payment amounts to be determined using the Special Loans Program underwriting worksheet. Recipients must make payments as scheduled to the County Treasurer's Office until the entire principal amount of the debt is retired; there is no expiration on the term of the loans. The Board may alternatively elect to supplement the $30,000 maximum grant amount with loan funding through the State Special Loans Program. Payment and interest would be set by SLP according to their Program guidelines and loans would be serviced through their agency.
2. In cases of the sale or cash-out re-financing of rehabilitated properties, the County must be re-paid the balance of the loan or grant per the terms outlined in the agreement. Reverse mortgages are not permitted while liens are still in effect. The following tiered system applies for liens placed on houses rehabilitated through a CDBG grant:
   Tier I- $0 to $12,500 grant requires a five (5) year lien

Tier II- $12,501 to $25,000 grant requires a ten (10) year lien
Tier III- $25,001 to $30,000 grant requires a fifteen (15) year lien.

A tiered portion of the grant amount must be repaid if the dwelling is sold after rehabilitation and prior to the expiration of the grant term. Repayment is required according to the following schedule:

For five year liens:	
Sale in the first year:	100% grant repayment
Sale in the second year	80% grant repayment
Sale in the third year	60% grant repayment
Sale in the fourth year	40% grant repayment
Sale in the fifth year	20% grant repayment

The grant mortgage will be released after the fifth year and no repayment is required thereafter.

For ten year liens:	
Sale in the first year:	100% grant repayment
Sale in the second year	90% grant repayment
Sale in the third year	80% grant repayment
Sale in the fourth year	70% grant repayment
Sale in the fifth year	60% grant repayment
Sale in the sixth year	50% grant repayment
Sale in the seventh year	40% grant repayment
Sale in the eighth year	30% grant repayment
Sale in the ninth year	20% grant repayment
Sale in the tenth year	10% grant repayment

The grant mortgage will be released after the tenth year and no repayment is required thereafter.

For fifteen year liens:	
Sale in the first year:	100% grant repayment
Sale in the second year	93% grant repayment
Sale in the third year	87% grant repayment
Sale in the fourth year	80% grant repayment
Sale in the fifth year	73% grant repayment
Sale in the sixth year	67% grant repayment
Sale in the seventh year	60% grant repayment
Sale in the eighth year	53% grant repayment
Sale in the ninth year	47% grant repayment
Sale in the tenth year	40% grant repayment
Sale in the eleventh year	33% grant repayment
Sale in the twelfth year	27% grant repayment
Sale in the thirteenth year	20% grant repayment
Sale in the fourteenth year	13% grant repayment

Sale in the fifteenth year 7% grant repayment

The grant mortgage will be released after the fifteenth year and no repayment is required thereafter.

V. REHABILITATION ACTIVITIES

1. Work to be performed will be determined through an inspection by the Rehabilitation Specialist/Inspector. The homeowner will be encouraged to participate in this process. The Rehabilitation Specialist will prepare a detailed work write-up which will be utilized for solicitation of bids to perform the work. Work on these homes which require septic systems, wells and the installation of bathrooms will be reviewed by the Worcester County Division of Environmental Programs prior to be sent to bid. Requirements of the Division of Environmental Programs will be incorporated into the work write-up.

2. The following are considered eligible repairs under the program when such repairs are necessary to bring the property into conformance with the County's Livability Code:

    - Improvements to the existing physical structure such as painting and resurfacing of structures or surface elements
    - Roof, wall, floor and ceiling repairs
    - Replacement of appliances such as range, hot water heater, water pump.
    - Replacements of fixtures such as heating, electrical, plumbing
    - Energy conservation/weatherization improvements
    - Alterations necessary to make the dwelling more accessible for handicapped persons
    - Modifications to the physical structure such as the addition of a bathroom, windows, steps, and fire detection equipment.

3. The following activities are generally ineligible for rehabilitation assistance:

    - New construction, substantial reconstruction, or the finishing of unfinished space such as attics or basements.
    - Remodeling or cosmetic improvements
    - Renovation of dilapidated outbuildings
    - Appliances not required by code standards
    - Materials, fixtures, equipment or landscaping of type or quality that exceeds that customarily used in Worcester County for properties of the same general type. The County has developed

general specifications which detail the level of materials and workmanship quality.

VI. CONTRACTING

1. The County will advertise publicly for bids based on the work write-up prepared by the Rehabilitation Specialist. Minority and female owned firms will be encouraged to bid.

2. Contractors must complete a Qualification Form to be considered as an eligible bidder.

3. Bids will be reviewed for accuracy and responsibility and a recommendation for award will be provided to the County Commissioners. Bids will generally be awarded to the lowest bidder. The County Commissioners reserve the right to accept or reject any or all bids.

4. The County may limit the number of contracts to be awarded to one contractor during any one bid solicitation and may negotiate with other bidders for remaining contracts.

5. Following award, the Owner-Contractor Agreement will be executed by the contractor and homeowner. The Program Administrator will then issue a Notice to Proceed.

6. The contractor may request progress payments as often as needed. Payments are made following inspection by the Program Inspector and upon approval by the Program Administrator. The contractor may receive up to 75% of the total contract in this manner; the final 25% will not be paid until satisfactory completion of a final inspection and the achievement of lead clearance on applicable projects. The homeowner, Program Inspector, contractor and Program Administrator are required to sign-off on the final payment request in order for payment to be processed.

7. All work involving well and septic installation will be bid separately and will not require the certification of the Program Inspector. The Administrator will work directly with the Environmental Programs Department for this procurement. E.P. will also perform the inspections.

8. The inspector will obtain the owner's signature on the Certificate of Completion prior to the final payment being made. If there is a dispute, the inspector and Program Administrator will make the determination and document the reasons for such.

9. Any homeowner who has problems with the work after its completion, (i.e., leaking pipes) should contact the Program Administrator who will

request the inspector to ascertain the cause of the problem. If the time frame is within the one-year guarantee period, all efforts will be made to encourage the Contractor to correct the problems voluntarily. If this should prove unfeasible, the program will engage the services of another contractor to correct the work, if ample funds are available.

VII. PERMITTING PROCESS

1. The Housing Administrator will send a copy of the final work write-up to the applicable Permitting Department for a permit review. The Permitting Department will respond with a written memo listing the permits required for the project and the code which is used by the jurisdiction. The Administrator will provide the contractor with a copy of this memo when the Owner-Contractor Agreement is signed.

2. The contractor will contact the property owner to sign the permit and submit the permit to the local Permitting Department along with any required drawings or site plan and all applicable fees .

3. The contractor will notify the Department of Planning, Permits and Inspections and the Housing Administrator of the construction start date.

VIII. FINAL REHABILITATION DOCUMENTS

1. Once the contract for the work is awarded, the Administrator will prepare the following documents for signature by the homeowner:

   - Owner-Contractor Agreement
   - Lead Paint Notice
   - Grant/Loan Agreement
   - Promissory Note
   - Notice of Right of Rescission
   - FHEO Self Identification Form

   In addition, a copy of the work write-up will be included in this mailing.

2. When the documents are returned to the Administrator, he or she will obtain the signature of the contractor on the Owner-Contractor Agreement. Once this is done, the Contractor will be given a Notice to Proceed.

3. The Grant/Loan Agreement will be recorded in the Office of the Clerk of Court.

4. Copies of the promissory note and Grant/Loan Agreement will be provided to the County Treasurer's Office upon signing and recordation.

BID AND CONTRACT PROCEDURES
WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

It shall be the policy of the Worcester County Rehabilitation Program to maximize participation by minority contractors. The Program Administrator shall consult all available resources for names of minority contractors.

The procedures contained herein apply only to work funded in whole or in part with County CDBG funds. Other agencies which supplement the CDBG funds have the option of using their own procedures.

CONTRACTOR QUALIFICATION

1. An advertisement soliciting interested rehabilitation contractors shall be placed in local newspapers by the Worcester County Housing Rehabilitation Program on behalf of the property owner. This ad will contain the information necessary to request a bid package and the date that bids are due.

2. Bid packages will be mailed to those contractors requesting them.

3. Bid packages will be mailed to those contractors known to be active in the area. The following will be required of contractors:

    a. Adequate liability insurance ($100,000/$300,000 for personal injury and $100,000 for property damage), listing agent's name, amount, expiration date and name of insurer.
    b. Name of the company bank
    c. The names of the usual subcontractors
    d. The names and addresses of at least two (2) recent residential rehabilitation or remodeling customers
    e. A list of all principal officers o the company
    f. Number and date of the Maryland Home Improvement License

4. Contractors meeting the qualifications above will be deemed acceptable and will be allowed to bid on the rehabilitation projects. This privilege is contingent on the fact that no contractor is on HUD's debarred list, has filed bankruptcy or is otherwise deemed ineligible. The Housing Specialist/Inspector and the Housing Rehabilitation Program Administrator and award of the bid by the County Commissioners shall make final selection of the contractor after an evaluation of the bid. The name of contractors who do not perform satisfactorily will be submitted to the County Commissioners with a recommendation that they not be allowed to bid on future projects.

5. Contractors will return completed and sealed bid packages to the Budget Officer no later than the date established in the advertisement. No bids will be accepted after this deadline. Faxed bids are not acceptable.

6. No items are to be omitted. All bids are to be totaled on the first page of the work write-up and signed by the contractor on the last page. Any bid which contains omitted items will be disqualified.

7. The jobs are to be bid on an individual basis, group bidding is not allowed.

8. Any questions concerning the substance of the work write-up should be clarified before the bid is submitted. No change orders may be made without the approval of the Worcester County Housing Rehabilitation Program Administrator. The submitting of bids shall be taken as a contractor's acknowledgement of the adequacy of the scope of work unless the bid is accompanied by a statement expressing the contractor's questions or concerns.

9. Bids will be reviewed by the Housing Specialist/Inspector and the Program Administrator. All bids will be opened publicly and read aloud at a specified time.

10. The contract for approved applications will be awarded consistent with the County's purchasing policy. Generally this will be the low bidder provided that he or she has met all eligibility criteria, and that the bid covers all items on the work write-up and that the bid appears to be feasible and responsive. The County Commissioners will award the contract at a regular meeting. It is the general policy of the program to use general contractors. However, there may be instances where work to only one trade is to be done. In these cases, the Administrator may solicit the appropriate subcontractor. All well and septic work will be bid separately.
WORCESTER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

CONTRACT PROCEDURES

1. A contract for construction work financed by a rehabilitation grant or loan shall be undertaken between the contractor and the property owner. The County will not be a party to such a contract, but will act on the recipient's behalf in bidding, contract award and inspections of work completed.

2. The form of the contract shall be as follows: a single document, containing the general conditions and specifications for the work performed. The bid form is included in the contract by reference.

3. General contract provisions shall be required in all rehabilitation construction contracts, including:

- A provision that a written "Proceed to Work" order within a "to be determined" number of days is issued
- A provision that the Contractor will be paid the contract price according to a payment schedule specified within the contract when work is satisfactorily completed. Payment will be made as soon as possible after receipt of the contractor's invoice and for final payments receipt of release of liens by the contractors, suppliers and laborers involved.

4. The Contractor shall be required to follow the following provisions:

- Comply with all County inspection requirements
- Perform all work in accordance with applicable standards and requirements, whether or not covered by the work specifications.

OWNER/CONTRACTOR DISPUTES

If a dispute between the homeowner and contractor concerning workmanship, quality of materials, or scope of work occurs, the Program Inspector will meet with both parties to discuss their concerns. The Program Inspector will advise the homeowner and contractor, in writing, of the recommended resolution. If both parties are not satisfied with the recommended resolution, they may respond in writing to the Program Administrator within 10 days of the date of the notice from the Inspector. The Program Administrator will meet with the homeowner, contractor and inspector at the property, listen to the concerns of all parties and evaluate the disputed work. The Program Administrator will respond in writing within 10 days of the meeting. If the homeowner or contractor do not accept the final resolution of the Program, the dispute will be referred for independent arbitration as provided for in the terms of the Worcester County Housing Rehabilitation Owner-Contractor Agreement.

CHANGE ORDERS

It is the policy of the Worcester County Housing Rehabilitation Program to carefully evaluate change orders. Every effort will be made to ensure that the work write-ups are complete and accurate representations of the work to be done in accordance with program guidelines. We require contractors to clarify any questions regarding the work write-up prior to the submission of a bid.

For other items on which change orders may be required, the following procedures will apply, regardless of whether the request for a change is initiated by the contractor or a homeowner:

1. The contractor is required to telephone both the Program Administrator and the Project Inspector with a verbal explanation of the situation.

2. The Project Inspector will visit the job site to render an opinion on the need for the change. If the Project Inspector recommends denial of the change order, this decision shall be final.
3. If the Project Inspector finds that the request is justified, he will so inform the Program Administrator who will render the final judgment. The Inspector will also give his opinion as to the reasonable cost of the proposed change.
4. Change orders which would bring the total grant amount above the maximum are not permitted. In cases of this nature, every attempt will be made to substitute a change for an originally approved item which is of lesser importance or to seek funds from other programs.
5. The Program Administrator will require the contractor to fill out and sign a change order form prior to permitting work to proceed.

RECRUITMENT OF MINORITY, SMALL, AND FEMALE CONTRACTORS

It is the policy of the County to attempt to recruit and assist small, female and minority contractors. Solicitations for bids will be placed in local newspapers. Additionally, the Administrator will attempt to locate such contractors and place them on the builder's list. He/she will consult such sources as the Maryland Department of Transportation Business Directory, the Lower Shore Contractors Association (a minority association), Shore-Up!, and O.U.R. Community, as well as any other group known to have knowledge of minority, small and female contractors.

HVAC Contractor List

OC Comfort (HVAC)
Jeff Bradford
P.O. Box 1846
Berlin, MD 21811
443-497-4186
jeff@occomfort.com

Wicomico Heating & Air
621 E. Railroad Avenue
P.O. Box 1883
Salisbury, MD 21802
410-742-5542

Tom's Refrigeration
112 Payne Avenue
Pocomoke City, MD 21851
410-957-0413

Hickman Plumbing, Heating & Air Conditioning
132 Market Street
Pocomoke City, MD 21851
410-957-2459
hickmanhvacp@gmail.com

Timmons Heating & Cooling
9328 Kitts Branch Road
Berlin, MD 21811
443-513-4125

Arctic Heating & Air Conditioning
301 Washington Street
Berlin, MD 21811
410-641-1434
customerservice@arcticheatandair.com

NOTICE TO LEAD LICENSED HOME IMPROVEMENT CONTRACTORS
INVITATION TO BID
Housing Rehabilitation
Worcester County, Maryland

The Worcester County Commissioners are currently accepting bids for rehabilitation work to be performed on a single-family home located in the Snow Hill area of Worcester County. Bid specification packages and bid forms are available to licensed Maryland Home Improvement Contractors also possessing both MDE and RRP lead contractor certifications. Packages may be picked up from the Office of the County Commissioners, Worcester County Government Center, One West Market Street - Room 1103, Snow Hill, Maryland 21863, obtained online at www.co.worcester.md.us under the "Bids" drop-down menu in the lower right hand side of the home page, or by calling the Commissioners' Office at 410-632-1194 to request a package by mail.

The projects are proposed to be funded by the Community Development Block Grant (CDBG) Program and are thus subject to all applicable Equal Opportunity and Civil Rights guidelines. **Sealed bids will be accepted until 1:00 p.m. on Monday, September 27, 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 "**Housing Rehabilitation Bid – Snow Hill – September 27, 2021**" in the lower left-hand corner. Bids will be reviewed by staff and awarded by the County Commissioners at a future meeting. In awarding the bids, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, and to take whatever bids 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 regarding the bid specifications shall be directed to the Housing Program Inspector, Dave Walter, at 410-603-4096. All other inquiries shall be directed to Jennifer Keener, Director, at 410-632-1200.

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

GENERAL SPECIFICATIONS

These specifications cover general items of information relating to this bid solicitation. Detailed specifications for the home to be rehabilitated is attached. Bids will be accepted until 1:00 p.m. on Monday, September 27, 2021 at the Worcester County Commissioners Office, Room 1103, One West Market Street, Snow Hill, Maryland 21863 at which time they will be opened and read aloud. General telephone inquiries may be directed to Jennifer Keener, Director, at 410-632-1200. Questions of a technical nature may be directed to the Program Inspector, Dave Walter, at 410-603-4096. Bids may be mailed or delivered in person. Faxed bids are not acceptable. Bids must be clearly marked "Housing Rehabilitation Bid – Snow Hill – September 27, 2021". Each bid must be signed and dated.

Contractor qualifications: Any contractor who has not submitted a Contractor Qualification form to the Program within the past six (6) months must complete and return the enclosed form. Contractors for this project must be a licensed Maryland Home Improvement Contractor with both MDE and RRP lead contractor certifications. Contractor must also possess active liability insurance ($100,000/$300,000 for personal injury and $50,000/$100,000 for property damage).

Completion of job: Contractors are expected to commence work within thirty (30) days of the issuance of the Notice To Proceed. Work must be completed within sixty (60) days of commencement of job. If anticipated start date and completion schedule is different than outlined above, please write estimated dates on enclosed Bid Form.

Contracting Policy: Attached to this bid is a copy of the Rehabilitation Program Guidelines. Contractors are urged to read this document carefully.

Bid Submission Checklist

☐ Contractor Qualification Form

☐ Proof of Liability Insurance and Worker's Compensation

☐ Copies of MDE and EPA RRP lead contractor licenses

☐ Contractor Conflict of Interest Disclosure Form

☐ Bid Form- on your company letterhead using Worcester format

☐ Scope of Work with Line Item Breakdown- all lines completed and total price

☐ Section 3 Compliance Bid Form * if you are not a Section 3 employer and expect no new hires, check 3rd option and enter "0" new employees

☐ Section 3 Business Certification * if you are not Section 3 employer check bottom option; unable to certify

☐ Attended Pre-bid meeting: ____ Required _X_ Not Required

☐ Signed Bid Submission Checklist

_____ Date

Signature

Please check off items submitted above, sign and include this checklist with your submission package. If you have any questions as to if a previously submitted Contractor Qualification Form has expired, please contact Jennifer Keener at 410-632-1200. Bids submitted with no Contractor Qualification form on file dated within the past 6 months may not be considered. Please note HUD 4010 enclosed for informational purposes; Davis Bacon is not required for this project.

WORCESTER COUNTY HOUSING REHABILITATION PROGRAM
CONTRACTOR QUALIFICATION FORM

Contractor _____

Address _____
_____

Phone Number _____

Federal I.D. or S.S. # _____

Insurance Company, Agent, & Coverages: _____
_____

List of Company Officers: _____
_____
_____

List of Licenses Currently Held:

_____
MHIC Number Exp. Date

_____
MBR Number Exp. Date

_____
MDE Lead Cert. Exp. Date

_____
EPA Lead Cert. Exp. Date

Trade References (2)

_____
Name Phone

_____
Name Phone

Client References (2)

_____
Name Phone

_____
Name Phone

Is contractor in a State of Bankruptcy? _____ Yes _____ No
Is contractor on HUD's debarred list? _____ Yes _____ No

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

_____ Minority Business Enterprise
_____ Women's Business Enterprise
_____ Disadvantaged Business Enterprise
_____ Section 3 Employer

Conflict of Interest Disclosure
Contractor*

All businesses submitting bids for projects and activities which include funding through the Maryland Community Development Block Grant Program must disclose any potential conflict of interest. A conflict of interest may occur if the business owner/principals are related to or have a business relationship with an employee, officer or elected official of _Worcester County_. If it is determined there is a conflict of interest or potential conflict of interest, you may not be selected even if your bid is determined to be the lowest, most qualified. The _County_ can request for the State of Maryland CDBG Program to review and make a determination which could result in a waiver allowing for approval.

1. Are owner(s)/principal(s) ever been an employee, agent, consultant, officer, elected official or appointed official of _Worcester County_? □ Yes □ No
   If yes, please identify:_____

2. Are owner(s)/principal(s) related (including through marriage or domestic partnership) to an employee, agent, consultant, officer, elected or appointed official of _Worcester County_?
   □ Yes □ No If yes, please identify:_____

3. Do owner(s)/principal(s) have a business or professional relationship with anyone identified under Question #1? □ Yes □ No
   If yes, please identify:_____

I/We certify that the above information is true and correct. I/We understand that providing false statements or information is grounds for termination of assistance and is punishable under federal law.

Signed:_____ Date:_____

Name:_____ (Print)

Signed:_____ Date:_____

Name:_____ (Print)

**For all non-construction contracts and for single family housing rehabilitation only* *9/2017*

For Grantee Use Only:

CDBG Grant Number:	Date Received:
□ Conflict of Interest does not exist	□ Conflict of Interest exists
Date Sent to State:	□ Waiver Granted □ Waiver Denied

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 COMPLIANCE BID FORM

Name of Business: _____

Address of Business: _____

Type of Business: __ Corporation __Partnership __Sole Proprietorship __Other

Business Activity: _____

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

OR

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

OR

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

I attest that the above information is true and correct.

_____
Signature

_____
Print Name

_____
Title

_____
Date

WORCESTER COUNTY IS REQUESTING QUOTATIONS FROM QUALIFIED CONTRACTORS FOR REPAIRS TO:

PROPERTY OF: **Alexander Waters**
ADDRESS: **312 South Bay Street**
Snow Hill, MD 21863
TELEPHONE: **410-845-8641**

TOTAL QUOTE: _____

CONTRACTOR: _____ DATE: _____
NO QUOTATIONS AFTER: September 27, 2021

PART ONE: GENERAL CONDITIONS
PART TWO: SCOPE OF WORK

PART ONE – GENERAL CONDITIONS

1) The Contractor shall coordinate all work in progress with the homeowner so as not to severely disrupt living conditions. Inside work which is disruptive, or displaces the use of the kitchen, bathroom, or bedrooms, shall be pursued continuously on normal working days.
2) The Contractor shall be responsible for removing and replacing furniture and other articles, to and from other storage areas on premises, as needed to allow work space or to protect such possessions. Provide plastic film protection over all furniture (if not removed), carpets, finished floors, etc. – also install film at doorways as required.
3) The Contractor shall remove all excess material, construction debris, and other existing debris and material specified herein, to an approved dumpsite off premises. Work area shall be broom swept at the end of each work day.
4) The Contractor shall contact the Program Inspector or Housing Administrator for direction in the event that coordination or clarification problems arise with the homeowner or other contractors.
5) The Contractor shall coordinate closely with the homeowner as to which possessions are considered "junk and debris" and which are valuable before hauling anything away.
6) The Contractor shall leave all work areas on the premises in a neat and clean condition, and shall instruct the homeowner in the care and use of all installed equipment and appliances. Owner's manuals and warranty booklets are to be provided to the homeowner for all applicable equipment, appliances, and materials.
7) The Contractor shall not undertake or engage in any additional work intended to be billed to the Program as an "extra" or as additional cost to the original contract without a written change order signed by the Program Inspector, Housing Administrator, and homeowner. A written change order as outlined above is also

required for substitutions or additions to the original scope of work not involving additional costs.

8) The Contractor shall obtain and pay for all building, plumbing, electrical, well, septic and other permits required for specified work.
9) The Contractor shall call for all inspections required by County law as well as inspections to receive draw payments and any special inspections required by the Program Inspector. All work shall conform to code.
10) All of the above general conditions shall be adhered to unless otherwise specifically described in the following scope of work.

PROJECT: Alexander Waters

DATE: 07-12-2021

ADDRESS: 312 South Bay Street

Snow Hill, MD 21863

PHONE:410-845-8641

SCOPE OF WORK

A: Contractor to obtain all necessary permits. Remove existing roof shingles, felt paper underlayment, drip edge, and all flashings. Remove gutters and downspouts. Provide and install new thirty pound felt paper underlayment, or better. Provide and install new white wide drip edge at all eaves and rakes. Provide and install ice and water shield at all eaves and rake edges as well at any valleys and at all roof and wall junctions. Provide and install new thirty year architectural shingles per manufacturer's installation instructions. Provide and install roof ridge venting with ridge caps as necessary. Provide and install new plumbing vent boots as required. Install new white continuous gutters and downspouts. Splash blocks to be installed at all downspouts. Haul away all construction debris.

PRICE:

B: Remove all existing finish flooring, wall and ceiling finish materials, and any existing wall insulation in the first floor bedroom. Demolition is to be to the bare studs and ceiling joists. Foam seal all exterior wall penetrations. Install Kraft faced fiberglass insulation in all exterior wall cavities. Install ½" drywall on all walls and ceiling. Drywall is to be glued and screwed, taped with three (3) coats of drywall compound and finished to a smooth paintable surface. Install all necessary window and door trim as well as floor base trim. Trim is to match existing as close as possible. All work to be painted two coats, owner choice of colors. Contractor is to provide and install builder grade, vinyl plank finish flooring in this room.

PRICE:

C: Contractor to have licensed and qualified electrician inspect exterior service entrance wire for any possible deficiency. Electrician is to upgrade existing electrical panel to a 200 AMP Square D or equal panel with all necessary breakers to meet current electrical Code. Install GFCI breakers in kitchen, bathrooms, and exterior per current Code. Install smoke detectors throughout the house to meet current Code. Battery operated units will be acceptable if hard wiring for new units would be impracticable or impossible without extensive rework. Install cover plate on attic electrical junction box.

PRICE:

D: Remove existing second floor bathroom tub/shower unit. Frame walls as necessary for installation of new four piece fiberglass shower unit. Provide and install new shower faucet assembly, Moen Chateau or equal. Provide and install plumbing water supply and waste connections as necessary for new shower. Contractor to make drywall repairs as necessary for shower installation. Painting all new work two (2) coats, color choice by owner. Contractor is to supply and install standard builder grade shower door. Contractor is to supply and install one (1) builder grade ceiling exhaust fan/light combination, and vent it to the exterior.

PRICE: _____

E: Contractor to have sash glazing that has failed seals replaced in twelve existing window sashes. Replacement glass is to be Low-E, insulated glass. Remove existing 8068 sliding glass door at left side of house, first floor. Install door sill pan. Provide and install one (1) builder grade 8068 vinyl sliding glass door. Door to be white, Low-E Argon gas filled, insulated glass unit. Door is to be caulked and edges flanges taped with flex sealing tape. Gaps between door frame and framing are to be sealed with low expanding foam sealant. Trim interior and exterior of new unit to match existing as close as possible. Painting of new trim, two (2) coats, color choice by owner

PRICE: _____

F: Lead paint items: See attached Debra Hall Lead Risk Assessment report and diagrams for reference and guidance. Complete all items on page 5 of lead risk assessment report.

General Conditions & Procedures to be followed for all LBP Work:

1. This is a Lead Abatement project, the MHIC licensed general contractor must be EPA certified and Maryland Department of the Environment accredited as a Removal and Demolition contractor, and be able to prove current Lead paint training for all workers on site.
2. This is an owner occupied dwelling. The dwelling will NOT be empty nor vacated during the course of work. The owner may or may not be present in the dwelling during normal business hours. The contractor should not allow the owner to be present during LBP activities. Any window sash repairs or restoration work not performed in place should be completed off site if possible, to help prevent site contamination.
3. Use all applicable LBP training to perform the scope of work according to EPA and Maryland regulations. Get a receipt for the copy of Renovate Right that you distribute to your client prior to the start of work and maintain all administrative records required by the EPA. Post your lead paint Warning signs. HEPA clean individual interior work areas, as you go. Use an appropriate level of PPE when conducting abatement activities. Protect the grounds around the dwelling from paint chip deposits.
4. Post-renovation dust wipes are expected to be gathered for the purpose of establishing that Clearance levels have been reached, and that no hazardous lead dust is present as a result of the Abatement activities. The Contractor must notify the Lead Risk Assessor in advance to schedule the timing of the gathering of these dust wipes. Initial costs of testing are covered by

the program. Any subsequent HEPA cleaning and retesting due to a sample failure will be paid for by the contractor. Final draw will not be released until after clearance is achieved

PRICE: _____

G: Powder post beetle activity in the crawlspace: See attached Bennett Termite and Pest Solutions report for reference and guidance. Follow all recommendations.

PRICE: _____

TOTAL PRICE: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

_____

PHONE NUMBERS: OFFICE: _____ CELL: _____

MHIC#: _____ EXPIRATION DATE: _____

DATE OF PROPOSAL: _____

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

Alexander Waters 8-20-21

Owner Date

DEBRA W HALL INSPECTIONS, INC
7519 Fire Tower Road
Hebron, MD 21830

June 28th, 2021

Jo Ellen Bynum
Housing Rehabilitation Program Administrator
Worcester County Government Center
One W Market Street, Room 1201
Snow Hill, MD 21863

RE: 312 Bay St, Snow Hill, MD

Dear Jo Ellen

Please find enclosed the pre-rehabilitation lead paint risk assessment for the home located at 312 Bay St, Snow Hill, Maryland. The property is 1,680 sq ft 2 story home built in 1900. The home is owner occupied. The resident of the home is Alexander Waters. Per the home owner the planned renovations are, but not limited to a new roof, new electrical panel, roof replacement and repair of bedroom #2.

The XRF LBP testing was performed within current acceptable industry guidelines. The risk assessment was conducted using a NITON XLP 300 x-ray fluorescence (XRF) lead paint analyzer to sample paint for lead. Licensed Maryland Lead Paint Risk Assessor, Debra W Hall (license #15003 / #15004 expiration date 5/5/23) tested this site on 6/28/21.

The risk assessment determined that there is lead-based paint and lead hazards present in the property as of the date of the assessment. See enclosed floor plan, xrf readings and attached pictures.

Sincerely

DEBRA W HALL

Debra W Hall, President
Maryland Lead Paint Risk Assessor #15003

Phone: 443-859-2303
Fax: 410-742-2321
drhall@comcast.net

Summary

A lead paint risk assessment was conducted at 312 Bay St, Snow Hill, Maryland for the Worcester County Housing Rehabilitation Program, Worcester County, Maryland on June 28th, 2021. The assessment was conducted by Debra W Hall Inspections, Inc, MDE Contractor #15004 and performed by Debra W Hall, State of Maryland Lead Risk Assessor # 15003. The purpose of the assessment was to identify the presence of lead-based paint and lead-based paint hazards on and/or in the surfaces inside and outside the residence, as well as to identify the presence of deteriorated lead-based paint (LBP) and LBP that may be disturbed during planned renovations. Worcester County is providing funds from Community Development Block Grant monies, the State Special Loans Program and the Lead Hazard Reduction Grant and Loan Program. The assessment was also completed to help Worcester County to determine if any of the upcoming HUD and State funded renovation activities have the potential to create additional lead hazards. As part of the assessment, a visual survey of the property and structure was conducted and limited on-site paint testing using an x-ray fluorescence (XRF) lead analyzer was performed. The testing of the painted components of was conducted using a NITON XLP300 XRF Portable Analyzer.

The calibration of the XRF is done in accordance with the Performance Characteristic Sheet (PCS) for this instrument. This XRF instrument is calibrated using the NIST Standard Reference Material (SRM) supplied by the manufacturer. Three calibration readings are taken before and after the testing is conducted to insure manufacturer's standards are met. If for any reason the readings are outside the acceptable calibration check range, the manufacturer's instructions will be followed to bring the instrument into control XRF testing proceeds. If the instrument cannot be brought back into calibration it is taken off the site and sent back to the manufacturer for repair and/or re-calibration.

As a result of the Lead Hazard Risk Assessment and Lead Based Paint Testing conducted on 6/28/21, it was found that LBP paint and LBP hazards were present in the subject property. The analytical results from the assessment identified the following LBP paint and LBP hazards as defined by MDE and EPA / HUD standards.

Findings
The following components were found to contain lead-based paint in amounts greater than or equal to 0.7 mg/cm2 .

LBP:

Interior:				
Breakfast Room (#1)	Wood Frame Inside Electrical Cabinet	Side A	white	Positive
Bedroom (#2)	Old Window Frame	Side C	white	Positive
Hallway (#3)	Stair Balusters	Side D	beige	Positive
	Stair Stringer	Side D	white	Positive
Exterior :				
	Exposed Fascia	Side A	white	Positive

The 2 story home was built in 1900. Mr Walters has residing in the home for 40 years. The home has had extensive renovations. The inside has been abated with the exception of the areas noted above as positive. While the majority of the interior wood has been removed and replaced, alot of the abatement was done by enclosure with paneling/wall board/ceiling tiles. Given the age of the property, it can be presumed that any wood exposed during any renovations behind the existing enclosures (whether interior or exterior) contain lead based paint. The home owner stated that the breakfast/family room was at one point a carport. The wall between the breakfast/family room and bedroom #2 was at one point an exterior wall. The existing electric panel is attached to asbestos siding. The asbestos was not positive for lead based paint; however the wood trim inside the cabinet was positive.
In bedroom #2 the ceiling tiles have fallen exposing the lathe and plaster underneath. The rear wall is only partially paneled with the plaster wall exposed. In addition, as that was once an exterior wall, there is an old window frame. The window has been removed and the walled in on the family room side. The plaster walls are negative; however, the old window frame is positive for lead based paint. The wall on side A, which was once an exterior wall has an old door/door opening. Wall A used to be an exterior wall and the enclosed porch was once the exterior front porch. The front side from the enclosed porch has been walled in. There is some minor chipped paint on the Stair balusters in the hallway (#3). The balusters are positive for lead based paint.

Also, there is carpet is covering the stairs including the stair stringers. The carpet is ripped on Side D exposing the stringers which are positive for lead based paint. There are no painted surfaces in the attic except the interior window trim which has been replaced when the attic windows were replaced. The house has new windows and doors, has been vinyl sided and customized. There is a piece of metal missing from the fascia on side A of the house.

Conclusions:
The above listed components were determined to be positive for lead paint as defined by the Maryland Dept of the Environment, and Environmental Protection Agency/Department of Housing and Urban Development (EPA/HUD) as containing lead in concentrations greater than or equal to 0.7 mg/cm2. When evaluating this report, it is assumed that according to Chapter 7 HUD guidelines, that if one testing combination (i.e. window, door) is positive for lead in an interior or exterior room equivalent, that all other similar testing combinations (same construction and paint history) in those areas are assumed to be positive. The same is true for negative readings.

Lead Hazard Control Options:

Lead-safe work practices and worker/occupant protection practices complying with current MDE, EPA, HUD and OSHA standards will be necessary to safely complete all work involving the disturbance of LBP coated surfaces and components. In addition, any work considered lead based paint hazard control will enlist the use of interim control (temporary) methods and/or abatement (permanent) methods. It should be noted that all lead hazard control activities have the potential of creating additional hazards or hazards that were not present before. Details for the listed lead hazard control options and issues surrounding occupant/worker protection practices can be found in the publication entitled: Guidelines for the Evaluation and Control of LBP Hazards in Housing published by HUD, the EPA lead based paint regulations, the State Of Maryland lead based paint regulations, and the OSHA regulations found in its Lead in Construction Industry Standard.

All work shall be done in accordance with the EPA RRP rule or the EPA Lead Abatement Rule, as applicable, based on the control strategy determined by the Worcester County Rehabilitation Inspector and Lead Paint Inspector. All firms performing interim control or lead abatement activities must be certified by the State of Maryland, which is authorized by the EPA to conduct the certification programs. All persons performing

interim control and abatement activities must have successfully completed a State of Maryland accredited training program in "renovation" (more specifically, renovation, repair and repainting); or have successfully completed a State of Maryland accredited training program in lead abatement work or supervision and been certified by the State of Maryland, as applicable.

Hazard 1: Deteriorated LBP on the old window frame and old door/door frame. (Bedroom #2)

a) ABATEMENT RECOMMENDED: The lead-based painted trim may be addressed by removal and/or enclosure behind paneling or other permanent wall covering.

Hazard 2: Deteriorated LBP on Stairs (Hallway #3)

a) Stair Balusters - INTERIM CONTROLS - STABILIZATION: Following preparation work, the lead-based paint coatings may be addressed by stabilizing the underlying substrate and then repainting.

b) Stair Stringer - ABATEMENT - ENCLOSURE: Enclose by installing new trim molding over the exposed top of stringers and reattach loose carpeting.

Hazard 3: Enclosed Porch Ceiling (Enclosed Porch #6):

a) ABATEMENT - ENCLOSURE REPAIR - The home owner has enclosed the old exterior porch ceiling behind wood. A section of the ceiling is loose. It should be reattached to the ceiling and the seam caulked to prevent any dust from escaping.

Hazard 4: Exposed Fascia on Side A (Exterior):

a) ABATEMENT - ENCLOSURE REPAIR - The original fascia is exposed where a piece of metal is missing. The metal should be reinstalled to prevent deterioration of the paint/wood.

Clearance Following Lead Hazard Control Activities:

Because this housing is receiving federal rehabilitation assistance, and the total amount of painted surfaces to be disturbed in the lead hazard control and rehabilitation work exceed HUD's *de minimis* amounts, HUD requires a clearance examination following the rehabilitation. Lead clearance testing is to be conducted in compliance with MDE

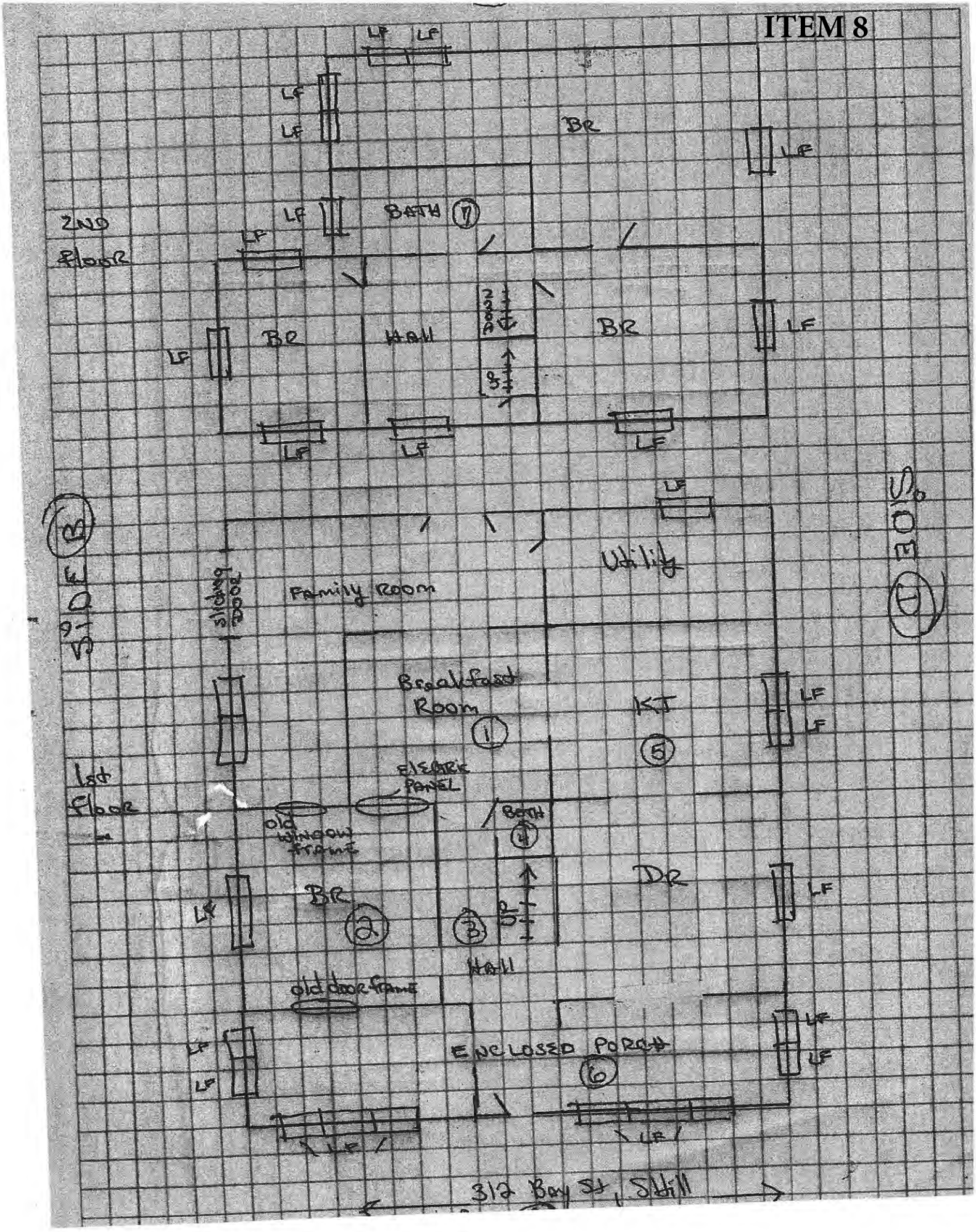
standards and the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, Second Edition July 2012.

Ongoing Monitoring:

Ongoing monitoring is necessary in all dwellings in which LBP is known or presumed to be present. An annual visual assessment should be conducted by the homeowner to confirm that all paint with known or suspected LBP is not deteriorating, that lead hazard control methods have not failed, and that structural problems do not threaten the integrity of any remaining known, presumed or suspected LBP.

Disclosure:

Results of this inspection must be provided to new lessees (tenants) and prospective buyers of the property under the Federal law (24 CFR part 35 and 40 CFR part 745) before they become obligated under a lease or sales contract. The complete report must be provided by the owner to prospective buyers and it must be made available prospective tenants and to renewing tenants if they have not been provided the information previously. The inspectors plain language summary of the report must be provided to the client (property owner or manager) when the complete report is provided. The landlord (lessor) or seller is also required to distribute an educational pamphlet developed by the US Environmental Protection Agency entitled **"Protect Your Family From Lead in Your Home"** and include the Lead Warning Statement in the leases or sales contracts to ensure that parents have the information needed to protect their children from lead-based paint hazards. Complete disclosure requires the landlord/sellers and renters/buyers (and their agents) to sign and date acknowledgement that the required information and materials were provided and received. Also, prospective buyers must be provided the opportunity to have their own lead-based inspection, lead hazard screen or risk assessment performed before the purchase agreement is signed, the standard period is ten (10) days, but this period may be changed or waived by agreement between the seller and prospective buyer. EPA regulations require the inspector to keep the inspection report for at least three (3) years.


2ND Floor
BATH (7)
BR
BR
BR
HALL
LF
Family Room
Utility
Breakfast Room (1)
KT (5)
1st Floor
ELECTRIC PANEL
old window frame
BATH (4)
BR (2)
(3)
HALL
DR
old door frame
ENCLOSED PORCH (6)
312 Bay St, Slidell

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

BID FORM

***must be signed to be valid**

Property of Alexander Waters
312 South Bay Street
Snow Hill, MD 21863

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

Total Quote : $ _____

Date Available To Start: _____

Date: _____

_____
Signature

_____
Typed Name

_____
Title

_____
Company Name

_____
Address

_____

_____
Phone Number(s)

_____

_____
MHIC license # Exp. Date

_____
MDE Lead Cert.# Exp. Date

_____
RRP Lead # Exp. Date

*Permits will be required to be obtained from the Town of Snow Hill for this project

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or *if a* person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

REHABILITATION GUIDELINES FOR WORCESTER COUNTY, MARYLAND

INTRODUCTION

This rehabilitation plan sets forth the guidelines and procedures governing the operation of the Worcester County Housing Rehabilitation Program.

This program will make available financial and/or technical assistance for the rehabilitation of eligible substandard housing units located in the unincorporated areas of Worcester County. Rehabilitation work will correct deficiencies in the eligible home and make the units safe, sound and sanitary for the occupants. All properties will be rehabilitated to the County's Livability Code.

The legal authority for this rehabilitation program comes from the applicable grant agreement for the Community Development Block Grant Program administered by the Maryland Department of Housing and Community Development.

The local governing bodies, contractors, subcontractors, vendors and applicants for rehabilitation assistance are required to abide by a number of State and Federal laws, and may be required to sign documents certifying their compliance.

The Civil Rights Act of 1964
Executive Order 11246 concerning Equal Employment Opportunity
Standards of Conduct for the CDBG recipients – Conflict of Interest
Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
Standard of Equal Opportunity Construction Contract Specifications
Certification of Non-Segregated Facilities for Contracts over $10,000
Title VI of Civil Rights Act of 1964
Section 109 of Housing & Community Development Act of 1974
Section 3 Compliance
Age Discrimination Act of 1975
Section 504 Affirmative Action for Handicapped Lead Based Paint Hazards
Access to/Maintenance of Records

Past experience with the Program has shown that there are sufficient applicants to utilize the available funds. If this should cease to be the case, the Administration will market the Program via newspaper and television stories, public service announcements, and contacts with civic and charitable organizations.

The County Commissioners shall have the right to waive certain limits and eligibility criteria on a case-by-case basis as justified by unusual circumstances and with the approval of the State.

SECTION I – ELIGIBILITY

1. Beneficiaries of the Program must be of low-to-moderate income, as defined by income limits provided by the Maryland Department of Housing and Community Development.

The limits may be revised from time to time. Current limits are as follows:

Persons Per Household	Maximum Annual Income
1	40,600
2	46,400
3	52,200
4	58,000
5	62,650
6	67,300
7	71,950
8	76,600

2. The dwelling to be rehabilitated must be located within the unincorporated areas of Worcester County or in a township that does not receive CDBG funding.

3. The dwelling must be in substandard condition and economically feasible of being brought into compliance with the standards of the County's Livability Code. Exceptions may be made for emergency cases to correct an immediate threat to the health and safety of the occupant(s). All health and safety problems will be documented on a separate form.
4. Program emphasis is the rehabilitation of owner-occupied dwellings, however, landlords who rent to persons of low-to-moderate income may be considered for CDBG funded interest subsidies for bank loans, provided such assistance has been approved by the State.
5. Owner-occupants must not own any house other than the one to be rehabilitated under the program and must not have substantial assets which would enable the applicant to secure rehabilitation funds from other sources.
6. If the dwelling lies within a flood zone, the applicant must agree to obtain flood insurance coverage.
7. Vacant dwellings may be considered for rehabilitation if the dwelling has been vacated due to its substandard condition, and if the owner agrees to occupy the dwelling upon completion.
8. Applicants without property insurance must obtain such insurance prior to the initiation of any work.
9. Homes owned by more than 1 party (other than a husband and wife who reside together) may be rehabilitated even if not all members reside in the home. At least one of the owners must live in the home. All others must sign all program documents, including the application and the final loan documents.
10. The total income of all persons residing in the house will be counted. The income of household members who are presented as residing temporarily in the house will be counted for eligibility purposes until evidence is that the person has moved out.

II. APPLICATION PROCEDURES

1. Applications will be accepted continuously. The following must be submitted prior to application review and underwriting: property tax bill; proof of insurance or commitment to obtain such on property; verification of mortgage (if applicable); and proof of income. The following will be acceptable as proof of income: social security or pension award letters, last two pay stubs, W-2 form for the previous year, or income tax returns. Mortgage verification forms will be used. Employment verification forms will be used at the discretion of the Administrator.
2. The number of applicants which meet eligibility guidelines will be referred to the Program Inspector for completion of a preliminary inspection. This will occur during the times in which the program has sufficient funds to handle the stream of applicants coming in. Preliminary inspections will not be completed for "backlogged" applicants. The purpose of the preliminary inspection is to determine whether the rehabilitation is economically feasible and to determine the health and safety violations which will end in the prioritization of applications. Preliminary inspections will be made in writing and will include the estimated cost time.
3. The Administrator will perform general prioritization of applications for the purpose of presentation to the review board. Priorities are covered in Section III, "Selection".
4. Excess housing demand will be partially addressed by the prioritization discussed in #3, above. In addition, applicants deemed to have greater repayment ability will be referred to the State Special Loans Programs. Consideration will be given in developing programs which will expend the CDBG funds in a timely manner, but yet maximize the number of families served. A prioritized waiting list will be developed so that as more funds become available, families will be reviewed in priority order. All Special Loans Programs cases will be handled using regular SLP procedures
5. Underwriting will be performed prior to presentation to the Housing Review Board. The Administrator will utilize the State Special Loans Program underwriting form. Applicants who expend more than 28% of their income for housing expenses will be deemed unable to repay a loan.
6. The Administrator will prepare recommendations for action by the Review Board and will mail this material to the Board in advance of the meeting at which action is being requested. In order to receive a conditional grant, the applicant must meet one of the following criteria: have income below 80% of the AREA median; be 62 years of age or older; or is spending more than 30% of his gross income on housing, exclusive of utilities.

III. SELECTION

1. Efforts will be made to provide assistance on a first-come, first-served basis, however, severity of need will take precedence. Severity of need will be based on the following criteria:

    - One or more occupants of the dwelling is age 62 or older.
    - One or more occupants of the dwelling is handicapped.
    - Condition of the dwelling is a threat to the health and/or safety of the occupants.
    - Total household income is below 50% of the County median.

2. The Housing Review Board will meet as needed. The Board will review applications and recommendations from the Program Administrator and will make decisions as to which shall be funded and the method of financing. Grievances and appeals against the decision of the Housing Review Board will be made in writing within 30 days after notification of the Board's decision. Additional information not presented at the time of the meeting must be requested with the request for an appeal hearing. Appeals will be referred to the County Administrator who will act on them within 30 days of receipt. Applicants may further appeal to the County Commissioners within 30 days after the decision of the County Administrator. Applicants will be notified of the grievance procedures upon notification of action by the Board on their cases.
3. Upon application approval, the Administrator will send appropriate documentation to the Maryland Historical Trust for the Section 106 review.
4. The Inspector will perform a detailed, written work-up for each approved case.

IV. STRUCTURE OF FINANCIAL ASSISTANCE

1. The average amount of assistance is expected to be $20,000. The maximum grant amount will be $30,000. Total improvements may exceed $30,000 if the after-rehab value of the dwelling is in excess of all mortgage amounts and the home can be brought into compliance using what is still considered to be moderate to of these substantial rehabilitation guidelines. CDBG Awards exceeding $30,000 shall be in the form of 0% interest loans; payment amounts to be determined using the Special Loans Program underwriting worksheet. Recipients must make payments as scheduled to the County Treasurer's Office until the entire principal amount of the debt is retired; there is no expiration on the term of the loans. The Board may alternatively elect to supplement the $30,000 maximum grant amount with loan funding through the State Special Loans Program. Payment and interest would be set by SLP according to their Program guidelines and loans would be serviced through their agency.
2. In cases of the sale or cash-out re-financing of rehabilitated properties, the County must be re-paid the balance of the loan or grant per the terms outlined in the agreement. Reverse mortgages are not permitted while liens are still in effect. The following tiered system applies for liens placed on houses rehabilitated through a CDBG grant:
   Tier I- $0 to $12,500 grant requires a five (5) year lien

Tier II- $12,501 to $25,000 grant requires a ten (10) year lien
Tier III- $25,001 to $30,000 grant requires a fifteen (15) year lien.

A tiered portion of the grant amount must be repaid if the dwelling is sold after rehabilitation and prior to the expiration of the grant term. Repayment is required according to the following schedule:

For five year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	80% grant repayment
Sale in the third year	60% grant repayment
Sale in the fourth year	40% grant repayment
Sale in the fifth year	20% grant repayment

The grant mortgage will be released after the fifth year and no repayment is required thereafter.

For ten year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	90% grant repayment
Sale in the third year	80% grant repayment
Sale in the fourth year	70% grant repayment
Sale in the fifth year	60% grant repayment
Sale in the sixth year	50% grant repayment
Sale in the seventh year	40% grant repayment
Sale in the eighth year	30% grant repayment
Sale in the ninth year	20% grant repayment
Sale in the tenth year	10% grant repayment

The grant mortgage will be released after the tenth year and no repayment is required thereafter.

For fifteen year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	93% grant repayment
Sale in the third year	87% grant repayment
Sale in the fourth year	80% grant repayment
Sale in the fifth year	73% grant repayment
Sale in the sixth year	67% grant repayment
Sale in the seventh year	60% grant repayment
Sale in the eighth year	53% grant repayment
Sale in the ninth year	47% grant repayment
Sale in the tenth year	40% grant repayment
Sale in the eleventh year	33% grant repayment
Sale in the twelfth year	27% grant repayment
Sale in the thirteenth year	20% grant repayment
Sale in the fourteenth year	13% grant repayment

Sale in the fifteenth year 7% grant repayment

The grant mortgage will be released after the fifteenth year and no repayment is required thereafter.

V. REHABILITATION ACTIVITIES

1. Work to be performed will be determined through an inspection by the Rehabilitation Specialist/Inspector. The homeowner will be encouraged to participate in this process. The Rehabilitation Specialist will prepare a detailed work write-up which will be utilized for solicitation of bids to perform the work. Work on these homes which require septic systems, wells and the installation of bathrooms will be reviewed by the Worcester County Division of Environmental Programs prior to be sent to bid. Requirements of the Division of Environmental Programs will be incorporated into the work write-up.

2. The following are considered eligible repairs under the program when such repairs are necessary to bring the property into conformance with the County's Livability Code:

    - Improvements to the existing physical structure such as painting and resurfacing of structures or surface elements
    - Roof, wall, floor and ceiling repairs
    - Replacement of appliances such as range, hot water heater, water pump.
    - Replacements of fixtures such as heating, electrical, plumbing
    - Energy conservation/weatherization improvements
    - Alterations necessary to make the dwelling more accessible for handicapped persons
    - Modifications to the physical structure such as the addition of a bathroom, windows, steps, and fire detection equipment.

3. The following activities are generally ineligible for rehabilitation assistance:

    - New construction, substantial reconstruction, or the finishing of unfinished space such as attics or basements.
    - Remodeling or cosmetic improvements
    - Renovation of dilapidated outbuildings
    - Appliances not required by code standards
    - Materials, fixtures, equipment or landscaping of type or quality that exceeds that customarily used in Worcester County for properties of the same general type. The County has developed

general specifications which detail the level of materials and workmanship quality.

VI. CONTRACTING

1. The County will advertise publicly for bids based on the work write-up prepared by the Rehabilitation Specialist. Minority and female owned firms will be encouraged to bid.

2. Contractors must complete a Qualification Form to be considered as an eligible bidder.

3. Bids will be reviewed for accuracy and responsibility and a recommendation for award will be provided to the County Commissioners. Bids will generally be awarded to the lowest bidder. The County Commissioners reserve the right to accept or reject any or all bids.

4. The County may limit the number of contracts to be awarded to one contractor during any one bid solicitation and may negotiate with other bidders for remaining contracts.

5. Following award, the Owner-Contractor Agreement will be executed by the contractor and homeowner. The Program Administrator will then issue a Notice to Proceed.

6. The contractor may request progress payments as often as needed. Payments are made following inspection by the Program Inspector and upon approval by the Program Administrator. The contractor may receive up to 75% of the total contract in this manner; the final 25% will not be paid until satisfactory completion of a final inspection and the achievement of lead clearance on applicable projects. The homeowner, Program Inspector, contractor and Program Administrator are required to sign-off on the final payment request in order for payment to be processed.

7. All work involving well and septic installation will be bid separately and will not require the certification of the Program Inspector. The Administrator will work directly with the Environmental Programs Department for this procurement. E.P. will also perform the inspections.

8. The inspector will obtain the owner's signature on the Certificate of Completion prior to the final payment being made. If there is a dispute, the inspector and Program Administrator will make the determination and document the reasons for such.

9. Any homeowner who has problems with the work after its completion, (i.e., leaking pipes) should contact the Program Administrator who will

request the inspector to ascertain the cause of the problem. If the time frame is within the one-year guarantee period, all efforts will be made to encourage the Contractor to correct the problems voluntarily. If this should prove unfeasible, the program will engage the services of another contractor to correct the work, if ample funds are available.

VII. PERMITTING PROCESS

1. The Housing Administrator will send a copy of the final work write-up to the applicable Permitting Department for a permit review. The Permitting Department will respond with a written memo listing the permits required for the project and the code which is used by the jurisdiction. The Administrator will provide the contractor with a copy of this memo when the Owner-Contractor Agreement is signed.

2. The contractor will contact the property owner to sign the permit and submit the permit to the local Permitting Department along with any required drawings or site plan and all applicable fees .

3. The contractor will notify the Department of Planning, Permits and Inspections and the Housing Administrator of the construction start date.

VIII. FINAL REHABILITATION DOCUMENTS

1. Once the contract for the work is awarded, the Administrator will prepare the following documents for signature by the homeowner:

   - Owner-Contractor Agreement
   - Lead Paint Notice
   - Grant/Loan Agreement
   - Promissory Note
   - Notice of Right of Rescission
   - FHEO Self Identification Form

   In addition, a copy of the work write-up will be included in this mailing.

2. When the documents are returned to the Administrator, he or she will obtain the signature of the contractor on the Owner-Contractor Agreement. Once this is done, the Contractor will be given a Notice to Proceed.

3. The Grant/Loan Agreement will be recorded in the Office of the Clerk of Court.

4. Copies of the promissory note and Grant/Loan Agreement will be provided to the County Treasurer's Office upon signing and recordation.

BID AND CONTRACT PROCEDURES
WORCESTER COUNTY HOUSING REHABILITATION PROGRAM

It shall be the policy of the Worcester County Rehabilitation Program to maximize participation by minority contractors. The Program Administrator shall consult all available resources for names of minority contractors.

The procedures contained herein apply only to work funded in whole or in part with County CDBG funds. Other agencies which supplement the CDBG funds have the option of using their own procedures.

CONTRACTOR QUALIFICATION

1. An advertisement soliciting interested rehabilitation contractors shall be placed in local newspapers by the Worcester County Housing Rehabilitation Program on behalf of the property owner. This ad will contain the information necessary to request a bid package and the date that bids are due.

2. Bid packages will be mailed to those contractors requesting them.

3. Bid packages will be mailed to those contractors known to be active in the area. The following will be required of contractors:

    a. Adequate liability insurance ($100,000/$300,000 for personal injury and $100,000 for property damage), listing agent's name, amount, expiration date and name of insurer.
    b. Name of the company bank
    c. The names of the usual subcontractors
    d. The names and addresses of at least two (2) recent residential rehabilitation or remodeling customers
    e. A list of all principal officers o the company
    f. Number and date of the Maryland Home Improvement License

4. Contractors meeting the qualifications above will be deemed acceptable and will be allowed to bid on the rehabilitation projects. This privilege is contingent on the fact that no contractor is on HUD's debarred list, has filed bankruptcy or is otherwise deemed ineligible. The Housing Specialist/Inspector and the Housing Rehabilitation Program Administrator and award of the bid by the County Commissioners shall make final selection of the contractor after an evaluation of the bid. The name of contractors who do not perform satisfactorily will be submitted to the County Commissioners with a recommendation that they not be allowed to bid on future projects.

5. Contractors will return completed and sealed bid packages to the Budget Officer no later than the date established in the advertisement. No bids will be accepted after this deadline. Faxed bids are not acceptable.

6. No items are to be omitted. All bids are to be totaled on the first page of the work write-up and signed by the contractor on the last page. Any bid which contains omitted items will be disqualified.

7. The jobs are to be bid on an individual basis, group bidding is not allowed.

8. Any questions concerning the substance of the work write-up should be clarified before the bid is submitted. No change orders may be made without the approval of the Worcester County Housing Rehabilitation Program Administrator. The submitting of bids shall be taken as a contractor's acknowledgement of the adequacy of the scope of work unless the bid is accompanied by a statement expressing the contractor's questions or concerns.

9. Bids will be reviewed by the Housing Specialist/Inspector and the Program Administrator. All bids will be opened publicly and read aloud at a specified time.

10. The contract for approved applications will be awarded consistent with the County's purchasing policy. Generally this will be the low bidder provided that he or she has met all eligibility criteria, and that the bid covers all items on the work write-up and that the bid appears to be feasible and responsive. The County Commissioners will award the contract at a regular meeting. It is the general policy of the program to use general contractors. However, there may be instances where work to only one trade is to be done. In these cases, the Administrator may solicit the appropriate subcontractor. All well and septic work will be bid separately.
WORCESTER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

CONTRACT PROCEDURES

1. A contract for construction work financed by a rehabilitation grant or loan shall be undertaken between the contractor and the property owner. The County will not be a party to such a contract, but will act on the recipient's behalf in bidding, contract award and inspections of work completed.

2. The form of the contract shall be as follows: a single document, containing the general conditions and specifications for the work performed. The bid form is included in the contract by reference.

3. General contract provisions shall be required in all rehabilitation construction contracts, including:

- A provision that a written "Proceed to Work" order within a "to be determined" number of days is issued
- A provision that the Contractor will be paid the contract price according to a payment schedule specified within the contract when work is satisfactorily completed. Payment will be made as soon as possible after receipt of the contractor's invoice and for final payments receipt of release of liens by the contractors, suppliers and laborers involved.

4. The Contractor shall be required to follow the following provisions:

- Comply with all County inspection requirements
- Perform all work in accordance with applicable standards and requirements, whether or not covered by the work specifications.

OWNER/CONTRACTOR DISPUTES

If a dispute between the homeowner and contractor concerning workmanship, quality of materials, or scope of work occurs, the Program Inspector will meet with both parties to discuss their concerns. The Program Inspector will advise the homeowner and contractor, in writing, of the recommended resolution. If both parties are not satisfied with the recommended resolution, they may respond in writing to the Program Administrator within 10 days of the date of the notice from the Inspector. The Program Administrator will meet with the homeowner, contractor and inspector at the property, listen to the concerns of all parties and evaluate the disputed work. The Program Administrator will respond in writing within 10 days of the meeting. If the homeowner or contractor do not accept the final resolution of the Program, the dispute will be referred for independent arbitration as provided for in the terms of the Worcester County Housing Rehabilitation Owner-Contractor Agreement.

CHANGE ORDERS

It is the policy of the Worcester County Housing Rehabilitation Program to carefully evaluate change orders. Every effort will be made to ensure that the work write-ups are complete and accurate representations of the work to be done in accordance with program guidelines. We require contractors to clarify any questions regarding the work write-up prior to the submission of a bid.

For other items on which change orders may be required, the following procedures will apply, regardless of whether the request for a change is initiated by the contractor or a homeowner:

1. The contractor is required to telephone both the Program Administrator and the Project Inspector with a verbal explanation of the situation.

2. The Project Inspector will visit the job site to render an opinion on the need for the change. If the Project Inspector recommends denial of the change order, this decision shall be final.
3. If the Project Inspector finds that the request is justified, he will so inform the Program Administrator who will render the final judgment. The Inspector will also give his opinion as to the reasonable cost of the proposed change.
4. Change orders which would bring the total grant amount above the maximum are not permitted. In cases of this nature, every attempt will be made to substitute a change for an originally approved item which is of lesser importance or to seek funds from other programs.
5. The Program Administrator will require the contractor to fill out and sign a change order form prior to permitting work to proceed.

RECRUITMENT OF MINORITY, SMALL, AND FEMALE CONTRACTORS

It is the policy of the County to attempt to recruit and assist small, female and minority contractors. Solicitations for bids will be placed in local newspapers. Additionally, the Administrator will attempt to locate such contractors and place them on the builder's list. He/she will consult such sources as the Maryland Department of Transportation Business Directory, the Lower Shore Contractors Association (a minority association), Shore-Up!, and O.U.R. Community, as well as any other group known to have knowledge of minority, small and female contractors.

Updated 03/29/21

Lead

Abatement First
Sharron Whitaker
209 Hibiscus Lane
Cambridge, MD 21613
443-876-5377
abatementfirst@gmail.com

Robert Brooks MBE
Apostle Construction
716 Naylor Mill Road
Salisbury, MD 21801
410-548-1392, ext. 107
rbrooks.apostlecon@gmail.com

C.A.R.E. Property Services, Inc.
Attn: Jordan Lehr
1235 Abbottstown Pike
Hanover, PA 17331 (has office in OC too) 717-437-1649
jlehr@callcarefirst.com

Cherokee Home Improvements
5503 Bonnie Brook Road
Cambridge, MD 21613
443-225-9047

Colossal Contractors
Attn: Kim Crawford
4601 Sandy Spring Road
Burtonsville, MD 20866
301-476-9060
info@colossalcontrators.com

Medli Home Improvement
1806 Jersey Road
Salisbury, MD 21801
302-841-2899
medlihome@comcast.net

Contractors

Shoreman Construction
William Hearn
606 E. Pine St.
Delmar, MD 21875
shoremanconstruction@gmail.com
Phone: 410-896-3200
Fax: Same

Three Guys Construction
Stephen Frey
8660 Lake Somerset Rd.
Westover, MD 21871
sgfrey@yahoo.com
Phone: 410-430-1109
Mobile:
Fax: 410-957-2868

MARYLAND'S Coast WORCESTER COUNTY

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
DATE: September 1, 2021
RE: Special Event Zone Request for Upcoming "Pop Up Car Rally"

The Sheriff's Office is requesting the Commissioners' support for requesting various state right of ways to be designated as a Special Event Zone. This is proposed to run from Tuesday, September 21, 2021 to Sunday, September 26, 2021.

This Special Event Zone allows for reduced speed limits, increased enforcement, and other measures to keep citizens safe during this "Pop Up" event.

Worcester County Sheriff's Office

Matthew Crisafulli
Sheriff

Mark C. Titanski
Chief Deputy

August 20, 2021

Mr. James Meredith
Maryland Department of Transportation
State Highway Administration
660 West Road
Salisbury, MD 21801

Dear Mr. Meredith,

In anticipation of the unsanctioned event referred to as "Pop Up Car Rally," and in accordance with Maryland Transportation Article 21-1132, the County of Worcester, and the Worcester County Sheriff's Office requests the entire county limits of Worcester County, inclusive of the STATE right of ways, (such as US Route 13, US Route 113, US Route 50, MD Route 589, MD Route 611, MD Route 376, etc.) be designated as a Special Event Zone from Tuesday, September 21st, 2021 through Sunday, September 26th 2021.

08.25.21

Matthew Crisafulli — Date
Sheriff of Worcester County

James Meredith — Date
District Engineer, MDOT/SHA

Joseph M. Mitrecic — Date
President, Worcester County Commissioners

"Proud to Protect, Ready to Serve"

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

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

August 30, 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 (9), which have current or upcoming vacancies (18 total). I have circled the members whose terms have expired or will expire on each of these boards.

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

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

Vice President Elder – You have **Three (3)** position needed:

- Michael Day – term ended - Tourism Advisory Committee
- Devin Bataille – has moved from the area – Recreation Advisory Board
- Faith Coleman – term ended June 30, 2021 – Social Services Advisory Board

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

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

Commissioner Bunting – You have **One (1)** position needed:

- Harry Hammond – term ended June 30, 2021 – Social Services Advisory Board

Commissioner Nordstrom - You have **One (1)** position needed:

- Sharon Dryden - term ended June 30, 2021 – Social Services Advisory Board

Commissioner Church – You have **Two (2)** position open:

- Richard Jendrek – passed – Water & Sewer Advisory Council, Mystic Harbour
- Bruce Burns -passed - Water & Sewer Advisory Council, Mystic Harbour

- **All Commissioners:**

- **(4) Commission On Aging Board** – 1- Resignation – Carolyn Dryzga;
  1- Deceased-Tommy Mason and 2 -Term Endings Tommy Tucker and Helen Whaley.

- **(1) -Drug and Alcohol Abuse Council - 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.

- **(1) -** At Large position on **Local Development Council For the Ocean Downs Casino**-4 yr. Mark Wittmyer - (Business – Ocean Pines)

- **(1) - Lower Shore WorkForce Development Board** – The Lower Shore Workforce Alliance is requesting an additional person to serve on the Board from the business community, preferably from the healthcare industry. (See attached letter)

- **(2) - Water and Sewer Advisory Council** - Ocean Pines (Frederick Stiehl and Bob Poremski)

- **(2) - Water and Sewer Advisory Council** – Mystic Harbour (Passing of Richard Jendrek and Bruce Burns)

Pending Board Appointments - By Commissioner

District 1 - Nordstrom p. 13 - Social Services Advisory Board (Sharon Dryden) - 3-year

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

District 3 - Church p. 16 - Water & Sewer Advisory Council, Mystic Harbour
Passing of Mr. Richard Jendrek and Mr. Bruce Burns

District 4 - Eder p. 12 - Recreation avisory Board - devin Bataille - moved - 4 yr.
p. 13 - Social Services Advisory Board (Faith Coleman) - 3yr.
p. 15 - Tourism Advisory Committee (Michael Day) - 4-year

District 5 - Bertino
p. 13 - Social Services Advisory Board (Cathy Gallagher) - 3-year
p. 17 - Water & Sewer Advisory Council - Ocean Pines (Frederick Stiehl and Bob Poremski) - 4-year

District 6 - Bunting p. 13 - Social Services Advisory Board (Harry Hammond) - 3yr

District 7 - Mitrecic p. 13 - Social Services Advisory Board (Marie Campione-Lawrence) - 3-year

All Commissioners

p. 4 - **(4) Commission On Aging Board** – 1- Resignation – Carolyn Dryzga;
1- Deceased-Tommy Mason and 2 -Term Endings Tommy Tucker and Helen Whaley. - 3yr

p. 6 - **(1) - Drug and Alcohol Abuse Council**;. - 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. - 4-yr

p. 8 - **(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. 9 - **(1) Lower Shore WorkForce Development Board** – The Lower Shore Workforce Alliance requesting an additional person to serve on the Board from the business community, preferably from the healthcare industry. (See attached letter) - 4 yr

p. 16 - **(2) Water & Sewer Advisory Council**, Mystic Harbour - Passing of Mr. Richard Jendrek and the passing of Bruce Burns - 4-yr.

p. 17 - **(2) Water and Sewer Advisory Council** - Ocean Pines (Frederick Stiehl and Bob Poremski) - 4-year

COMMISSION ON AGING BOARD

Reference:	By Laws of Worcester County Commission on Aging - As amended July 2015
Appointed by:	Self-Appointing/Confirmed by County Commissioners
Function:	Supervisory/Policy Making
Number/Term:	Not less than 12; 3 year terms, may be reappointed Terms Expire September 30
Compensation:	None
Meetings:	Monthly, unless otherwise agreed by a majority vote of the Board
Special Provisions:	At least 50% of members to be consumers or volunteers of services provided by Commission on Aging, with a representative of minorities and from each of the senior centers; one County Commissioner; and Representatives of Health Department, Social Services and Board of Education as Ex-Officio members
Staff Contact:	Worcester County Commission on Aging, Inc. - Snow Hill John Dorrough, Executive Director or Rob Hart, Acting Deputy Director (410-632-1277)

Current Members:

Member's Name	Resides/Represents	Years of Term(s)	
Tommy Tucker	Snow Hill	09-12-15-18, 18-21	Term Ended
Tommy Mason	Pocomoke	15-18, 18-21	Deceased
Helen Whaley	Berlin	*16-18, 18-21	Term Ended
Rebecca Cathell	Agency - Maryland Job Service		
Lou Taylor	Agency - Worcester County Board of Education		
Roberta Baldwin	Agency - Worcester County Department of Social Services		
Rebecca Jones	Agency - Worcester County Health Department		
Madison J. Bunting, Jr.	Worcester County Commissioners' Representative		
Fred Grant	Snow Hill	*15-16, 16-19, 19-22	
Joyce Cottman	Berlin	*16, 16-19, 19-22	
James Covington	Pocomoke City	*18-20, 20-23	
Bonita Ann Gisriel	Ocean City	*18-20, 20-23	
Carolyn Dryzga	Ocean Pines	*18-20, 20-23	Resigned
Samuel Henry	D-3-Church	20-23	
Dr. Mark Bowen	D-6-Bunting	20-23	

* = Appointed to fill an unexpired term

Updated: February 16, 2021
Printed: August 30, 2021

Prior Members: Since 1972

Virginia Harmon
Maude Love
Dr. Donald Harting
John C. Quillen
Violet Chesser
William Briddell
Harrison Matthews
John McDowell
Mildred Brittingham
Maurice Peacock
Father S. Connell
Rev. Dr. T. McKelvey
Samuel Henry
Rev. Richard Hughs
Dorothy Hall
Charlotte Pilchard
Edgar Davis
Margaret Quillen
Lenore Robbins
Mary L. Krabill
Leon Robbins
Claire Waters
Thelma Linz
Oliver Williams
Michael Delano
Father Gardiner
Iva Baker
Minnie Blank
Thomas Groton III
Jere Hilbourne
Sandy Facinoli
Leon McClafin
Mabel Scott
Wilford Showell
Rev. T. Wall
Jeaninne Aydelotte
Richard Kasabian
Dr. Fred Bruner
Edward Phillips
Dorothy Elliott
John Sauer
Margaret Kerbin
Carolyn Dorman
Marion Marshall
Dr. Francis Ruffo
Dr. Douglas Moore
Hibernia Carey
Charlotte Gladding
Josephine Anderson
Rev. R. Howe
Rev. John Zellman
Jessee Fassett
Delores Waters
Dr. Terrance A. Greenwood
Baine Yates
Wallace T. Garrett
William Kuhn (86-93)
Mary Ellen Elwell (90-93)
Faye Thornes
Mary Leister (89-95)
William Talton (89-95)
Sunder Henry (89-95)
Josephine Anderson
Saunders Marshall (90-96)
Louise Jackson (93-96)
Carolyn Dorman (93-98)
Constance Sturgis (95-98)
Connie Morris (95-99)
Jerry Wells (93-99)
Robert Robertson (93-99)
Margaret Davis (93-99)
Dr. Robert Jackson (93-99)
Patricia Dennis (95-00)
Rev. C. Richard Edmund (96-00)
Viola Rodgers (99-00)
Baine Yates (97-00)
James Shreeve (99-00)
Tad Pruitt (95-01)
Rev. Walter Reuschling (01-02)
Armond Merrill, Sr. (96-03)
Gene Theroux
Blake Fohl (98-05)
Constance Harmon (98-05)
Catherine Whaley (98-05)
Wayne Moulder (01-05)
Barbara Henderson (99-05)
Gus Payne (99-05)
James Moeller (01-05)
Rev Stephen Laffey (03-05)
Anne Taylor (01-07)
Jane Carmean (01-07)
Alex Bell (05-07)
Inez Somers (03-08)
Joanne Williams (05-08)
Ann Horth (05-08)
Helen Richards (05-08)
Peter Karras (00-09)
Vivian Pruitt (06-09)
Doris Hart (08-11)
Helen Heneghan (08-10)
Jack Uram (07-10)
Robert Hawkins (05-11)
Dr. Jon Andes
Lloyd Pullen (11-13)
John T. Payne (08-15)
Sylvia Sturgis (07-15)
Gloria Blake (05-15)
Dr. Jerry Wilson (Bd. of Ed.)
Peter Buesgens (Social Services)
Deborah Goeller (Health Dept.)
George "Tad" Pruitt (05-17)
Bonnie C. Caudell (09-17)
Larry Walton (13-18)
Cynthia Malament (07-19)
Lloyd Parks (08-19)
Clifford Gannett (*12-20)

* = Appointed to fill an unexpired term

DRUG AND ALCOHOL ABUSE COUNCIL

ITEM 10

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	
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 Deceased
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	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: August 3, 2021
Printed: August 30, 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)
Donna Nordstron *(19-21)

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

Updated: August 3, 2021
Printed: August 30, 2021

LOCAL DEVELOPMENT COUNCIL FOR THE OCEAN DOWNS CASINO

ITEM 10

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 Term Ended
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: August 30, 2021

LOWER SHORE WORKFORCE DEVELOPMENT BOARD

(Previously Private Industry Council Board - PIC)

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

Appointed by: County Commissioners

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

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

Compensation: None

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

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

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

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

Name	Resides/Agency	Term	Representing
Whitney Palmer	Berlin	*20-22	Business Rep.
Jason Cunha	Pocomoke	*16-19, 19-23	Business Rep.
Walter Maizel	Bishopville	*12-20, 20 -24	Private Business Rep.
Robert "Bo" Duke	Ocean City	*17-21, 21-25	Business Rep.
Ivy Wells	Berlin	20-21, 21-25	Government
VACANCY	**See Attached Letter**		**Business/Healthcare Ind.**

Request From Gregory Ridgham

Prior Members: Since

Baine Yates
Charles Nicholson (98-00)
Gene Theroux (97-00)
Jackie Gordon (98-00)
Caren French (97-01)
Jack Smith (97-01)
Linda Busick (98-02)
Edward Lee (97-03)
Joe Mangini (97-03)
Linda Wright (99-04)
Kaye Holloway (95-04)
Joanne Lusby (00-05)
William Greenwood (97-06)
Gabriel Purnell (04-07)
Walter Kissel (03-07)
Heidi Kelley (07-08)
Bruce Morrison (05-08)
Margaret Dennis (08-12)
Ted Doukas (03-13)
Diana Nolte (06-14)
John Ostrander (07-15)
Craig Davis (13-17)
Donna Weaver (08-17)
Geoffrey Failla (15-18)
Melanie Pursel (18-*20)

All At-Large Appointments made by Tri-County Council (TCC) as of 7/1/04

Updated: November 17, 2020
Printed: August 30, 2021

Tri-County Council
for the Lower Eastern Shore of Maryland

31901 Tri-County Way
Suite 203
Salisbury, Maryland 21804
Phone: 410-341-8989
Fax: 410-341-8988
www.lowershore.org

August 18, 2021

Joseph M. Mitrecic, President
Worcester County Board of Commissioners
1 West Market Street, Room 1103
Snow Hill, MD 21863

Dear Commissioner Mitrecic,

The Lower Shore Workforce Alliance (LSWA) division of the Tri-County Council for the Lower Eastern Shore of Maryland (TCC) is funded through grants from the Maryland Department of Labor. Labor grant funding requirements are governed by the Federal Workforce Innovation and Opportunity Act (WIOA) regulations that dictate the majority of the Workforce Development Board (WDB) members represent businesses in our community. There are five business seats per county on the WBD. WIOA requires that each business member:

1. Be an owner, chief executive officer, chief operating officer, or other business executives or individual with optimum policymaking or hiring authority;
2. Provide employment opportunities in in-demand industry sectors or occupations;
3. Provide high-quality, work-relevant training and development opportunities to its workforce or the workforce of others; and
4. Be appointed from among individuals nominated by local business organizations and business trade associations.

The current WDB members for (County Name) County are:

(County)	Industry	Expiration
Jason Cunha	Financial Services	11/5/23
Bo Duke	Hospitality	9/30/21
Walt Maizel	Construction	9/30/24
Whitney Palmer	Veterinary Services	9/30/22
Ivy Wells	Re-appointed to Economic Development	9/30/21

Ms. Wells was originally appointed to represent the business community per the WIOA requirements, but has been reappointed under the WIOA category "government, economic and community development" in order to better reflect the community.

Tri-County Council
for the Lower Eastern Shore of Maryland

31901 Tri-County Way
Suite 203
Salisbury, Maryland 21804
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Fax: 410-341-8988
www.lowershore.org

For this reason we are requesting the Commissioners appoint an additional person to serve on the WDB from among the business community to replace Ms. Wells. Though LSWA does not have in mind a specific appointee to recommend, we do believe an appointment from among the healthcare industry would be highly representative of the community and the regional economy.

Thank you very much for your prompt attention to this matter and if you have any questions, please feel free to contact me.

Sincerely,

Gregory Padgham
Executive Director

RECREATION ADVISORY BOARD

Reference: County Commissioners' Action 6/13/72 and Resolution of 12/27/83 and Resolution 97-51 of 12/23/97 and Resolution 03-6 of 2/18/03

Appointed by: County Commissioners

Function: Advisory
Provide the County with advice and suggestions concerning the recreation needs of the County and recommendations regarding current programs and activities offered.
Review and comment on proposed annual Recreation Department budget.

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

Compensation: $100 per meeting expense allowance, subject to funding

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

Staff Support: Recreation and Parks Department - Lisa Gebhardt (410) 632-2144

Current Members:

Member's Name	Nominated By	Resides	Years of Term(s)
Norman Bunting, Jr.	D-3, Church	Berlin	*16-17, 17-21
Chris Klebe	D-6, Bunting	Bishopville	*11-13-17, 17-21
Alvin Handy	D-2, Purnell	Ocean City	06-10-14-18, 18-22
John Gehrig	D-7, Mitrecic	Ocean City	14-18, 18-22
Devin Bataille	D-4, Elder	Snow Hill	19-23 Moved From Area
Mike Hooks	D-1, Nordstrom	Pocomoke	12-16-20, 20-24
Missy Denault	D-5, Bertino	Berlin	*15-16-20, 20-24

Prior Members: Since 1972

Howard Taylor
Arthur Shockley
Rev. Ray Holsey
William Tingle
Mace Foxwell
Nelson Townsend
J.D. Townsend
Robert Miller
Jon Stripling
Hinson Finney
John D. Smack, Sr.
Richard Street
Ben Nelson
Shirley Truitt

Cyrus Teter
Warren Mitchell
Edith Barnes
Glen Phillips
Gerald Long
Lou Ann Garton
Milton Warren
Ann Hale
Claude Hall, Jr.
Vernon Davis
Rick Morris
Joe Lieb
Donald Shockley
Fulton Holland (93-95)

Gregory Purnell (83-96)
Vernon Redden, Jr.(83-98)
Richard Ramsay (93-98)
Mike Daisy (98-99)
Cam Bunting (95-00)
Charlie Jones (98-03)
Rick Morris (03-05)
Gregory Purnell (97-06)
George "Eddie" Young (99-08)
Barbara Kissel (00-09)
Alfred Harrison (92-10)
Janet Rosensteel (09-10)
Tim Cadotte (02-12)
Craig Glovier (08-12)
Joe Mitrecic (10-14)

Sonya Bounds (12-15)
Burton Anderson (05-15)
William Regan (02-16)
Shawn Johnson(15-19)

* = Appointed to fill an unexpired term

Updated: January 19, 2021
Printed: August 30, 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	Term Ended
Faith Coleman	D-4, Elder	Snow Hill	15-18, 18-21	Term Ended
Harry Hammond	D-6, Bunting	Bishopville	15-18, 18-21	Term Ended
Diana Purnell	ex officio - Commissioner		14-18, 18-22	
Sharon Dryden	D-1, Nordstrom	Pocomoke City	*20-21	Term Ended
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: August 30, 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: August 30, 2021

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: $100 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 Term Ended
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: August 30, 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
MYSTIC HARBOUR SERVICE AREA

Reference: County Commissioners' Resolutions of 11/19/93 and 2/1/05

Appointed by: County Commissioners

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

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

Compensation: None

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

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

Current Members:

Member's Name	Resides	Years of Term(s)	
Martin Kwesko	Mystic Harbour	13-17, 17-21	
Richard Jendrek[C]	Bay Vista I	05-10-14-18, 18-22	Deceased
Matthew Kraeuter	Ocean Reef	19-22	
Joseph Weitzell[C]	Mystic Harbour	05-11-15-19, 19-23	
Bruce Burns	Deer Point	19-23	Deceased
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24	
Stan Cygam	Whispering Woods	*18-20, 20-24	

Prior Members: (Since 2005)

John Pinnero[C] (05-06)
Brandon Phillips[C] (05-06)
William Bradshaw[C] (05-08)
Buddy Jones (06-08)
Lee Trice[C] (05-10)
W. Charles Friesen[C] (05-13)
Alma Seidel (08-14)
Gerri Moler (08-16)
Mary Martinez (16-18)
Carol Ann Beres (14-18)
Bob Huntt (*06-19)

[C] = Charter member - Initial Terms Staggered in 2005
* = Appointed to fill an unexpired term

Updated: December 1, 2020
Printed: August 30, 2021

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	Term Ended
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	Resigned

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: August 30, 2021

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.

August 19, 2021

Mr. Joseph M. Mitrecic
Worcester County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, Maryland 21863-1195

Dear President Mitrecic:

To address increased costs experienced in FY21 under the categories of Instructional Support and Capital Outlay, the Board of Education is requesting your approval of the categorical budget transfers described in the attached Inter-category Budget Transfers and Budget Amendment for the year ended June 30, 2021. Actual costs in the category of Instructional Support were higher than planned due to higher than budgeted expenditures in areas including software costs and increased postage expenses. The budget category of Capital Outlay exceeded original budget allocations due to the utilization of a portion of the FY21 health insurance savings to complete several capital related projects at various schools. As shown in the attachment, the increases in the categories of Instructional Support and Capital Outlay will be offset by a reduction in the category of Fixed Charges. After review, the Board of Education approved these transfers at their meeting on August 17, 2021.

As outlined in the budget amendment, the total budget appropriation for FY21 did not change. These budgetary transfers are necessary to align our budget with actual FY 2021 categorical expenditures as we complete our year-end closeout process. We deeply appreciate your continued support of the Worcester County Public School System. Should you have any questions or concerns, please contact me.

Sincerely,

Louis H. Taylor
Superintendent of Schools

cc: Members of the Board of Education
Mr. Vince Tolbert

BOARD OF EDUCATION OF WORCESTER COUNTY

INTER-CATEGORY BUDGET TRANSFERS and BUDGET AMENDMENT

FY 2021 - JUNE 30, 2021

Two categories of the FY 2021 Unrestricted Operating Budget have expenditures that exceed the amount allocated. In order to properly account for this variance, the following transfers are being submitted to the Board of Education at their meeting on August 17, 2021. In compliance with Maryland law, these transfers will also be submitted to the Worcester County Commissioners for approval.

REDUCE THE FOLLOWING EXPENDITURE CATEGORIES:

	APPROVED AMOUNT	AMENDED AMOUNT	CHANGE
FIXED CHARGES	26,289,780	25,893,995	-395,785
TOTAL OPERATING BUDGET REDUCTIONS			-$395,785

INCREASE IN TOTAL OPERATING BUDGET - Additional Revenues

FY21 SUPPLEMENTAL APPROPRIATION	$0
ADDITIONAL REVENUES	0
TOTAL OPERATING BUDGET INCREASE	0
ORIGINAL APPROVED OPERATING BUDGET	114,619,577
REVISED TOTAL OPERATING BUDGET	$114,619,577

BOARD OF EDUCATION OF WORCESTER COUNTY

INTER-CATEGORY BUDGET TRANSFERS and BUDGET AMENDMENT

FY 2021 - JUNE 30, 2021

INCREASE THE FOLLOWING EXPENDITURE CATEGORIES:

	ORIGINAL AMOUNT	AMENDED AMOUNT	CHANGE
INSTRUCTIONAL SUPPORT	**$7,880,347**	**$7,908,239**	**$27,892**

Costs in the area of Instructional Support were higher than budgeted in the area of computer software and postage.

CAPITAL OUTLAY	**$124,483**	**$492,376**	**$367,893**

This transfer is necessary due to utilizing some of the FY21 health insurance savings to fund several school requested capital projects.

SUMMARY OF TOTAL INCREASES IN EXPENDITURE CATEGORIES:

TOTAL OPERATING BUDGET CATEGORY INCREASES	**$395,785**
LESS TRANSFERS FROM OTHER CATEGORIES	**-395,785**
INCREASE IN OPERATING BUDGET	**$0**
ORIGINAL APPROVED OPERATING BUDGET FY 2021	**114,619,577**
TOTAL REVISED OPERATING BUDGET FY 2021	**$114,619,577**

RECEIVED
AUG 31 2021
Worcester County Commissioners

Worcester County's Initiative to Preserve Families

6040 Public Landing Rd.
Post Office Box 129
Snow Hill, MD 21863

Telephone: 410-632-3648

Worcester County's Initiative to Preserve Families

To: Weston Young, Incoming Chief Administrative Officer
From: Jessica Sexauer, Local Management Board Director

DATE: August 31, 2021
SUBJECT: Recommendation for Worcester Navigation Program

The Worcester County Local Management Board received one proposal as a result of the Request for Proposal for implementation of Navigation Services for families with children. The goal of the program will be to reduce the impact of poverty by increasing opportunities for community based programs and services for children, youth and families in Worcester County.

As a result of the submission, a team of objective professionals reviewed and scored the proposal for quality assurance of submission. Enclosed is a score sheet containing the review criteria used to score the proposal, the individual score of each reviewer, and the average score of the proposal.

The Local Management Board is recommending the following provider be selected for program implementation beginning October 1, 2021:

Selected Vendor: Worcester Youth and Family Counseling Services who received an average score of 67.6 out of a possible 88.

If you have any concerns or questions about the proposal, scoring criteria or vendor, please do not hesitate to contact me at 410-632-3648.

Thank you for your assistance.

Enclosure

Worcester Navigation proposal scores

August 26, 2021

Worcester Youth and Family Counseling Services, Inc.

Criteria	Max Score	JS	CB	IL	MB	TH	Average Score
Organization Capacity	**4**	3	3	4	4	4	**3.6**
Discussion of Need	**16**	14	13	14	16	16	**14.6**
Narrative	**28**	20	23	25	22	16	**21.2**
Worcester	**8**	6	6	6	6	8	**6.4**
Race Equity	**8**	4	4	3	3	4	**3.8**
ACES/ Trauma Informed Practices	**4**	4	3	4	4	4	**3.8**
2-Generation	**8**	4	6	3	5	8	**8.2**
Budget	**12**	10	7	11	10	8	**9.2**
Total	**88**	65	65	70	70	68	**67.6/88**
Comments and recommendations		Move forward but will need to work with them for budget justifications. Request to offer face to face services throughout the county in addition to telehealth options.	Move forward, but would like to discuss budget, ACES screening tool, understand race and equity plan and required training and ensure all areas of the county are served.	Move forward with justifications.	Move forward. Monitor budget and justification.	Move forward with additional budget adjustments and oversight.	

RECEIVED
AUG 31 2021
Worcester County Admin

Worcester County's Initiative to Preserve Families

6040 Public Landing Rd.
Post Office Box 129
Snow Hill, MD 21863

Telephone: 410-632-3648

Worcester County's Initiative to Preserve Families

August 23, 2021

TO: Harold Higgins, Chief Administrative Officer
THROUGH: Jennifer LaMade, Director of Planning, Quality, and Core Service
FROM: Jessica Sexauer, Director, Local Management Board
SUBJECT: 2022 Community Partnership Agreement

Please accept this document as a request to approve the Fiscal Year 2022 Local Management Board Community Partnership Agreement. The total award amount for Worcester County is $798,165. The programs to be funded in fiscal year 2022 are:

- Building Bridges to Stable Families
- Worcester Connects, A Mentoring Program
- Local Care Team Coordinator
- Worcester Navigation

In addition to these four programs, the Local Management Board will be utilizing training funds allocated in the Board Support budget to provide evidence based trainings around Trauma Informed Care, Adverse Childhood Experience, and Race, Equity, & Diversity.

The results and indicators have been reviewed by LMB staff, LMB Board members, and staff from the Governor's Office of Crime Prevention, Youth and Victim Services. This Community Partnership Agreement encompasses services provided during fiscal year 2022. We are requesting that the three copies of the Community Partnership Agreement be reviewed and signed. Please return all three signed copies to the LMB. An original copy will be provided to the County Commissioners after approval by the Governor's Office of Crime Prevention, Youth and Victim Services. If you have any questions, please contact me at 410-632-3648.

Thank you for your time and consideration.

cc: Weston Young, Incoming Chief Administrative Officer
Enclosure (1)

COMMUNITY PARTNERSHIP AGREEMENT
BETWEEN
STATE OF MARYLAND
AND
COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

This Community Partnership Agreement ("**Agreement**") effective, as of July 1, 2021, between the State of Maryland ("**State**"), acting by and through the Children's Cabinet ("**Cabinet**"); and the **County Commissioners of Worcester County, Maryland** ("**Subdivision**"), acting by and through the Local Management Board ("Board"), the County's Initiative to Preserve Families, designated as the local management board by the Subdivision pursuant to Section 8-301 of the Human Services Article of the Annotated Code of Maryland.

WHEREAS, the **Cabinet** and the **Board** intend to enter into a partnership to develop a more comprehensive integration of children and family services and the funding for these services; and

WHEREAS, pursuant to Title 8, Subtitle 5 of the Human Services Article of the Annotated Code of Maryland, the **Board** has made an application for money from the **Cabinet** Fund, and desires to enter into a Community Partnership Agreement that: (1) reflects coordination with the State's three-year plan for children, youth, and families and any local government plan for services for children, youth, and families; and (2) addresses the priorities and strategies of the Subdivision for meeting the identified needs of children and families as articulated in the **Board's** community plan; and,

WHEREAS, the **Cabinet** intends to disburse **Cabinet** funds to the **Board** subject to certain terms, conditions, performance measures, or outcome evaluations that the **Cabinet** considers necessary,

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by both parties, the parties hereto agree as follows:

I. SCOPE

The purpose of this **Agreement** is to establish a Community Partnership Agreement in **Worcester County, Maryland** to establish a comprehensive, integrated children and family interagency service delivery system that is community-based, family-focused and culturally competent. This **Agreement** is based on a shared vision and a joint commitment by the **Cabinet** and the **Board** to advance a results-based accountability and management system that enhances child and family well-being.

This **Agreement** includes Appendices A and B, which are attached hereto and incorporated herein. The appendices that are attached and incorporated into this **Agreement** are as follows:

1. Appendix A, Program Description Chart, which sets forth the details of the programs/ strategies to be funded in whole or in part by the **Cabinet** and managed by the **Board** under this **Agreement**, for the fiscal year; and,

2. Appendix B, which contains the annual budget for **Cabinet-funded** programs/strategies and Board Support.

II. PROGRAMS AND SERVICES TO BE PROVIDED

A. The programs, services, requirements, conditions and other activities of the **Board** as to its operations that will be funded by the **Cabinet** are set forth in the Appendices A and B. By accepting **Cabinet** funds under this **Agreement**, the **Board** agrees to the terms and conditions set forth herein and appended hereto and those contained in the State of Maryland Policies and

Procedures Manual for Local Management Boards ("Manual"), which is incorporated by reference into this **Agreement** in accordance with paragraph VIII (H) herein.

B. The **Board** shall comply with applicable provisions of Title 8 of the Human Services Article of the Annotated Code of Maryland; the Code of Maryland Regulations ("COMAR"); written guidelines and policies communicated in writing and issued by the **Cabinet** and the Executive Director for the **Governor's Office of Crime Prevention, Youth, and Victim Services**; and other applicable federal and State laws, regulations, and policies relating to the terms and conditions of this **Agreement**, including the delivery of services to children and families described herein.

C. The parties hereby expressly acknowledge the possibility of substantial changes in State and federal regulations applicable to this **Agreement** and expressly agree to negotiate associated amendments to the **Agreement** as necessary to comply with such changes; *provided* that any increase in the scope of work or cost of performance associated with such amendments may be compensated by a budget increase or, in the alternative, by modifying the scope of work to reduce the cost of performance, as determined by the **Cabinet** in its sole discretion. Any such modification in the scope of work or budget shall be performed in accordance with the provisions of this **Agreement** (see Section V "MODIFICATIONS").

III. TERM

This **Agreement** shall be effective and remain in full force and effect for State fiscal year 2022 (July 1, 2021 – June 30, 2022) unless modified or terminated under Sections V. ("MODIFICATIONS") and VI. ("TERMINATION") herein, and unless renewed thereafter upon the mutual written agreement of the parties.

IV. FUNDING

A. Amount: Funding for the programs/strategies to be provided by the **Board** under this **Agreement** will be provided by the **Cabinet**. The total amount will be determined by the **Governor's Office of Crime Prevention, Youth, and Victim Services** on behalf of the **Cabinet**, based on the proposed budget submitted by the **Board** and approved by the **Governor's Office of Crime Prevention, Youth, and Victim Services** on behalf of the **Cabinet**, and which is subject to annual **State** appropriations.

B. Conditions:

1. Funding received from the **Cabinet** is conditioned upon the availability of **State** appropriations. The **Board** shall make every effort to maximize revenue from sources other than **State** appropriations. In the event of a funding reduction, the **Subdivision** shall not be required to utilize **Subdivision** funds to meet the objectives of this **Agreement**.

2. Funding received from the **Cabinet** is conditioned upon the **Board** complying with the conditions as set forth in this **Agreement**, including Appendices A and B.

3. Funding received from the **Cabinet** is conditioned on the submission by the **Board** of an annual budget that has been approved by the **Cabinet**.

4. Funding received from the **Cabinet** is conditioned on the submission by the **Board** of performance measures for each funded program/strategy noted in Appendix A in accordance with the instructions established by the **Cabinet**.

5. Funding received from the **Cabinet** is conditioned on the utilization by the **Board** of the Results Scorecard web-based application for each funded program/strategy noted in Appendix A in accordance with the instructions established by the **Governor's Office of Crime Prevention, Youth, and Victim Services.**

C. Payments: Payments from the **Cabinet** Fund pursuant to this **Agreement** shall be made in accordance with the provisions of the Manual.

D. Withholding and Repayment of Funds:

1. The **Cabinet** reserves the right to withhold the transfer of **Cabinet** funds to the **Board** if the **Board** fails to:

   a) Comply with the terms and conditions of this **Agreement, including any and all Children's Cabinet reporting requirements**; and/or,
   b) Implement the programs/strategies listed in Appendix A in accordance with the terms and conditions of this **Agreement**.

2. Before any funds are withheld hereunder, the **Cabinet** shall notify the **Board** in writing of the provision(s) of the **Agreement** that the **Board** failed to follow. The **Board** shall have thirty (30) calendar days from receipt of the **Cabinet** notice to develop a corrective plan acceptable to the **Cabinet**. This corrective plan shall specify the date by which deficiencies will be corrected. Failure by the **Board** to correct deficiencies shall result in withholding of funds hereunder by the **Cabinet**.

3. Any funds not expended during the fiscal year shall be returned to the Children's Cabinet Fund in accordance with Manual requirements or as directed by the Children's Cabinet.

V. MODIFICATIONS

No amendment or modification to this **Agreement** is binding unless it is in writing and signed by all parties, except as specifically provided in the Manual.

VI. TERMINATION

A. This **Agreement** may be terminated by the **Cabinet**, upon sixty (60) calendar days written notice, if the **Board** fails to fulfill its obligations under the **Agreement** as determined by the **Cabinet** in its sole discretion, or if termination is determined by the **Cabinet** in its sole discretion to be in the best interest of the **Cabinet**. The **Subdivision** or the **Board** may terminate the **Agreement**, upon sixty (60) calendar days written notice, if that is determined to be in the best interest of the **Subdivision** or the **Board**. The **Cabinet** shall pay the cost of budgeted expenditures made prior to the date of termination that are consistent with the terms of this **Agreement** and the **Board** Manual.

B. If the **Cabinet** determines that the **Agreement**, or any portion thereof, must be terminated due to a lack of appropriations or other reductions to the **Cabinet** Fund, the provisions of the above paragraph A. do not apply. In such circumstances, the **Cabinet** will attempt to provide prior notice of termination and payment for allowable budgeted expenditures prior to the date of termination, to the extent feasible.

C. Termination of this **Agreement** does not relieve the **Subdivision** of the requirements of Section 8-301 of the Human Services Article of the Annotated Code of Maryland requiring the

establishment of a Local Management Board. Prior to termination of this **Agreement**, the **Subdivision** and the **Board** shall adopt and implement a transition plan, subject to approval by the **Cabinet**, to ensure the continuation of programs and services under this **Agreement** through a State or local entity. However, if the **Cabinet** terminates this **Agreement** due to a lack of appropriations or other reductions to the **Cabinet** Fund, then the **Subdivision** and the **Board** may be relieved of all obligations to continue the programs and services required under this **Agreement** if substitute funding cannot be obtained. Termination under this Paragraph C shall occur in accordance with the provisions of the Manual.

VII. REVIEW PROCESS

The **Board** may request a review of any decision made by or on behalf of the **Cabinet** with respect to this **Agreement**. The request must be made in writing to the Assistant Deputy Director of the **Governor's Office of Crime Prevention, Youth, and Victim Services** within thirty (30) calendar days of the decision. The Assistant Deputy Director will respond, in writing, within sixty (60) calendar days of the date of the **Board** request. A request for review of the Assistant Deputy Director's response may be made, in writing, to the **Cabinet** or its designee within thirty (30) calendar days of the date of the Assistant Deputy Director's response.

VIII. GENERAL PROVISIONS AND CONDITIONS

A. State Laws and Regulations: The terms of this **Agreement** and its execution, interpretation, and enforcement shall be governed by and are subject to all applicable Maryland laws and regulations and approval of other agencies of the **State**, as required under said laws and regulations.

B. Successors and Assigns: This **Agreement** shall bind the respective agents, successors and assigns of the parties.

C. Nondiscrimination: The **Board** shall comply with applicable nondiscrimination provisions of federal and Maryland laws and regulations.

D. Anti-Bribery: The **Board** certifies that, to the best of its knowledge, neither the **Board** nor any of its officers, directors, partners, nor any of its employees directly involved in obtaining this **Agreement** with the **State** or any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the United States.

E. It is understood and agreed that the parties to this **Agreement** do not waive any rights they may have to assert governmental or sovereign immunity.

F. The **State** shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this **Agreement**.

G. In the event that monies designated by the United States Department of Health and Human Services for programs under Title IV-A, IV-B, and IV-E of the Social Security Act, as amended, are used in programs provided for under this **Agreement**, the Maryland Department of Human Services, as the Single State Agency for Title IV-A, IV-B, and IV-E funding, retains all decision-making authority which it held as of the date of this **Agreement** for purposes of implementation of any such program. Similarly, if any services provided under this Agreement are funded by Medicaid, under Title XX of the Social Security Act, then the Maryland Department of Health, as

the Single State Agency for administration of the Medicaid Program, retains decision-making authority with respect to those funds, to the extent required by 42 U.S.C., Section 1902(a)(5) and 42 CFR 431.10, as amended.

H. Incorporation by Reference: The provisions of the Manual effective as of July 1, 2021 and amended from time to time, are incorporated herein by reference. The **Board** shall incorporate the Manual by reference into any and all of its subcontracts funded by the **Cabinet** pursuant to this **Agreement**, as appropriate.

IN WITNESS WHEREOF, the **State** and **Subdivision** have executed this **Agreement**.

THE STATE OF MARYLAND

BY: _____

Deputy Director for the **Governor's Office of Crime Prevention, Youth, and Victim Services**, on behalf of the Children's Cabinet

DATE: _____

LOCAL MANAGEMENT BOARD

BY: _____, Chair

Local Management Board of **Worcester County**

DATE: _____

SUBDIVISION

BY: _____, Joseph Mitrecic, President

County Commissioners of Worcester County, Maryland

DATE: _____

Approved as to Form and Legal Sufficiency

This _____day of _____, 2021

By: _____

Worcester County Legal Counsel

APPENDIX A - Fiscal Year 2022

Budget Summary for Entry Into GMS

A. GENERAL INFORMATION

Local Management Board:	Worcester County Initiative to Prese				
Street Address:	6040 Public Landing Road				
City:	Snow Hill, MD	State: Maryland	**Zip:**	21863	
Point of Contact:	Jessica Sexauer	**Phone:**	410 632-3648	**Fax:**	410 632-2869
Federal Taxpayer ID:	01-0916667				

B. BUDGET SUMMARY (Board Support and Programs/Strategies)

	Children's Cabinet Fund	Non - Children's Cabinet Funds that Directly Support CPA - CASH MATCH	Non - Children's Cabinet Funds that Directly Support CPA - IN KIND
Personnel	576,679.00	0.00	0.00
Operating Expenses	42,286.00	0.00	9,600.00
Travel	34,621.00	0.00	0.00
Contractual Services	63,137.00	0.00	0.00
Equipment	150.00	0.00	0.00
Other	81,292.00	0.00	0.00
Grand Total	798,165.00	0.00	9,600.00

APPENDIX A - Fiscal Year 2022

ITEM 13

A. GENERAL INFORMATION

Local Management Board: Worcester County Initiative to Preserve Families
Street Address: 6040 Public Landing Road
City: Snow Hill, MD Zip:
Point of Contact: Jessica Sexauer Phone: 410 632-3648 Fax: 410 632-2869
Federal Taxpayer ID: 01-0916667

B. TYPE OF AWARD

New X Modification [redacted] Supplemental [redacted] Reduction [redacted]

C. AFFIRMATION

The Local Management Board agrees to the terms and conditions set forth in Section D of this Appendix, for those items containing an X in the box appearing prior to the term/condition. The Local Management Board affirms that the information conveyed in this Appendix is true and accurate to the best of its knowledge.

Local Management Board Chair Date

Local Management Board Point of Contact Date

State Official Date

D. TERMS and CONDITIONS (for Office use only)

X Attached Pages 7 (Enter Number of Pages)

Prioritized Result(s)	Prioritized Indicator(s)	Program/Strategy Name	Program/ Strategy Description	Target Population	Performance Measures	FY22 Funding	Children's Cabinet Priority
		Board Support	Local state and community representatives that provide ongoing dialogue and feedback to help fill gaps in services in Worcester County for children, youth and families.	Children and Families in Worcester County	**How much:** • # of initiatives for which Board convenes the initial interagency or community group • # of initiatives in which the Board is an active participant **How well:** • #/% of the Board's total revenue that is obtained from non-Children's Cabinet awarded sources (county funds, foundations, federal grants, etc.) to fund administrative costs and/or programs/strategies • #/% of all Board staff that have completed no less than introductory training (ex., Results Accountability 101) in Results Accountability (RA) as provided by a trained RA trainer • #/% of programs/strategies that employ one or more clinically-researched practices (including promising practices, best practices, and evidence-based practices) that have some demonstrated success with youth • #/% of programs/strategies incorporating ACEs concepts in planning efforts and interventions • #/% of programs/strategies incorporating ACEs research and local ACEs data to identify groups of people who may be at higher risk for behavioral health concerns and conduct targeted prevention efforts **Better off:** • #/% of new and ongoing programs/strategies that meet or exceed performance measure targets	$255,134	

Prioritized Result(s)	Prioritized Indicator(s)	Program/Strategy Name	Program/ Strategy Description	Target Population	Performance Measures	FY22 Funding	Children's Cabinet Priority
					(no less than 80% of all performances measures per program/strategy are met or exceeded) that are heading in the right direction or turning the curve • #/% staff and/or participants who reported an understanding of race equity principles after participating in training and education opportunities • #/% of programs/strategies that collected and analyzed disaggregated performance data by race and ethnicity		

Prioritized Result(s)	Prioritized Indicator(s)	Program/Strategy Name	Program/ Strategy Description	Target Population	Performance Measures	FY22 Funding	Children's Cabinet Priority
		Local Care Team Coordinator	The Local Care Team is a multidisciplinary team of local state and community agencies that convene with families and caregivers to offer resources, services and recommendations to meet needs.	Children and Families in Worcester County	**What/How Much We Do:** • # of new cases referred to the Local Care Team. • # of cases reviewed by the Local Care Team: • # of Local Care Team trainings provided • # of Local Care Team meetings **How Well We Do It:** • #/% of mandated Local Care Team representatives that attend at least 75% of Local Care Team meetings. • #/% of all Local Care Team reviews (new, follow-up, and annual reviews) where the youth's parents (or legal guardians) attended. **Is Anyone Better Off?** • #/% of new youth referred for in-State residential placement who are alternatively served through community-based services. • #/% of new youth referred for out-of-State placement who are alternatively served through in-state community-based services or in-State residential placements.	$53,000	Preventing out-of-state placements; Trauma-Informed Care and reducing Adverse Childhood Experiences;

Prioritized Result(s)	Prioritized Indicator(s)	Program/Strategy Name	Program/ Strategy Description	Target Population	Performance Measures	FY22 Funding	Children's Cabinet Priority
Families are economically stable	Child Poverty; Hunger; Homelessness	Building Bridges to Stable Families	This program will provide comprehensive support services to children, families, and parents impacted by incarceration. The program will link parents that are incarcerated to resources, including mental health and substance abuse treatment, case management, housing and other local resources that will help maintain stability, and prevent recidivism once released. Parenting classes will be offered to individuals that are incarcerated as well as parents/ caregivers in the community. The program will support the children and families of individuals incarcerated by providing case management services that will link families to services and children to programs that promote resilience and sustainability.	The target population for this program will be incarcerated parents, their children, and the families/caregivers of the children.	**How Much:** • # of incarcerated individuals that are enrolled in the program • # of parents/caregivers not incarcerated enrolled in the program • # of total parenting classes held in the jail and the community • # of children enrolled in the program **How Well:** • #/% of Transitional Care plans completed within the first 3 visits to parents (incarcerated and not) • #/% of previously incarcerated parents reporting satisfaction in services offered during their time in detention by the completion of a satisfaction survey within 6 weeks post release • #/% of parents enrolled in a parenting class cohort that complete that cohort **Better Off:** • #/% of incarcerated parents who report an improved attitude/outlook for communication and family stability, and resources available during/post incarceration • #/% of participants who report increased communication, family stability, maintenance of familial connections or support in reunification • #/% of parents (Incarcerated and non) meeting one or more of their three (3) objectives from their Transitional Care Plan within 6 months of enrollment into the Building Bridges to Stable Families program	$161,951	Reducing the impact of parental incarceration on children, youth, families, and communities

Prioritized Result(s)	Prioritized Indicator(s)	Program/Strategy Name	Program/ Strategy Description	Target Population	Performance Measures	FY22 Funding	Children's Cabinet Priority
Families are Economically Stable	Poverty	Worcester Navigation	The Worcester Navigation program will provide Worcester County's children, youth and families in poverty assistance through a local navigator. This Navigator will work with the families to connect them to much needed resources, to improve overall health and well-being.	The target population will be youth and/or families that are receiving some form of public assistance or those that are living in poverty.	**How Much:** • # of families served by a navigator • Average number of referrals per family/individuals **How Well:** • #/% families with action plans completed within 3 days of contact • #/% of participants served by community-based options **Better Off:** • #/% of families who report increase in self-sufficiency • #/% of families reporting an increase in their ability to advocate for the needs of their child(ren) or themselves after working with a navigator based on pre and post assessment	$150,000	Increasing opportunities for community-based programs and services for youth

Prioritized Result(s)	Prioritized Indicator(s)	Program/Strategy Name	Program/ Strategy Description	Target Population	Performance Measures	FY22 Funding	Children's Cabinet Priority
Children are Successful in School; Youth will Complete School; Families are Economically Stable	Dropout Rate; Child Poverty; Bullying/Harassment; Truancy; Depressive Episodes	Worcester Connects	This program will provide youth, grades 6-12, with a supportive and positive mentor/role model. The mentor service is designed to be a hybrid of 1:1 mentoring services as well as group mentoring to allow mentees to engender a sense of membership with their peers. This program will be based upon the Check and Connect mentoring program which promotes increased self-esteem, confidence and improve overall health and wellness.	Worcester Connects will be open to all school age youth, with a heavy focus on youth between 6th and 12th grade. The target population will be youth that are truant, bullied, have special needs (learning, developmental, behavioral), and/or youth that are living in poverty.	**How Much:** • # of youth mentored • # of 1:1 monthly meetings held between youth and mentor • # of monthly group meetings held between mentees and mentor • # of youth that were referred by partnering agencies and enrolled in the program who were identified as "at-risk of entering the juvenile justice system **How Well:** • #/% of successful contacts (face to face meeting, text messages, and/or phone calls) made to youth during the first 30 days of enrollment • #/% of youth that have improved attendance by 10% in school after being enrolled in the program for 3 months • #/% of youth who were referred to the diversion program by law enforcement • #/% of youth who were referred to the diversion program by the Department of Juvenile Services **Better Off:** • #/% of youth that have improved School Functioning after 3 months enrolled in the program via pre/post BERs Scale • #/% of youth that have improved their Intrapersonal Strength after 3 months enrolled in the program via pre/post BERs Scale • #/% of youth who successfully complete the diversion program • #/% of youth at risk of entering the juvenile justice system who were alternatively provided support services within their community	$150,000	Increasing opportunities for community-based programs and services for youth

Prioritized Result(s)	Prioritized Indicator(s)	Program/Strategy Name	Program/ Strategy Description	Target Population	Performance Measures	FY22 Funding	Children's Cabinet Priority
Families are Economically Stable	Hunger; Child Poverty	Poverty Planning	This planning strategy will explore areas in Worcester County that remain understudied and over represented in the data. More specifically, this planning strategy will explore the impacts of poverty on children and families in Worcester County. This strategy will also explore evidence base and best practices to combat poverty in rural areas.	Children, youth and adults and families that work and live in Worcester County	N/A	$28,080	Increasing opportunities for community-based programs and services for youth; Reducing Childhood Hunger;

APPENDIX B - Fiscal Year 2022

ITEM 13

A. GENERAL INFORMATION

Local Management Board: Worcester County Initiative to Preserve Families
Street Address: 6040 Public Landing Road
City: Snow Hill, MD **State:** Maryland **Zip:** 21863
Point of Contact: Jessica Sexauer **Phone:** 410 632-3648 **Fax:** 410 632-2869
Federal Taxpayer ID: 01-0916667

B. TYPE OF AWARD

New [X] Modification [ ] Supplemental [ ] Reduction [ ]

STATE FUNDS: $798,165.00

TOTAL CHILDREN'S CABINET REQUEST $ 798,165.00

D. AFFIRMATION

The Local Management Board affirms that the information and estimates conveyed in this document (with the exception of the SECTION C above) are true and accurate to the best of its knowledge. The Governor's Office of Crime Prevention, Youth, and Victim Services affirms that the information and estimates conveyed above in SECTION C is true and accurate to the best of its knowledge.

Local Management Board Chair Date

Local Management Board Point of Contact Date

State Official Date

BOARD SUPPORT BUDGET AND REVENUE
Fiscal Year 2022

LMB: Worcester County Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement				Budget Narrative
	Children's Cabinet Funds	Non-Children's Cabinet Funds that Directly Support CPA (Cash Match)	Non-Children's Cabinet Funds that Directly Support CPA (In-Kind)	Total	For each Column C line item where funding is proposed (both Children's Cainet and non-Children's Cabinet), enter below the calculations that show how the expense was derived. Use whole numbers only and round up or down only to the next whole number. No entries are required for shaded lines.
Budget for Local Management Board Support					
Personnel	161,104.00	0.00	0.00	$161,104	
Salaries	108,999.00	0.00	0.00	$108,999	100% Office Administrator II, 11/0 ($16.88 x 40hrs x 52 weeks = $35,110); 40% Program Director, 18/3 ($29.10 x 16hrs x 52 weeks = $24,211);
Fringe Costs	52,105.00	0.00	0.00	$52,105	100% Office Administrator II, ($21,138); 40% Program Director, 18/3 ($6,934); 22.1% Coordinator of Special Programs IV, 15/0 ($5,089); 25%
Operating Expenses	7,298.00	0.00	0.00	$7,298	
Communications	2,400.00	0.00	0.00	$2,400	2 cell phone plans with wireless connection @ $75/month (2 x $75/month x 12 months= $1800); 1 Ipad with data plan $50/month ($50 x 12 =
Postage	300.00	0.00	0.00	$300	Postage and mailing material at $25/month ($25 x 12 months = $300)
Utilities	0.00	0.00	0.00	$0	
Advertising	1,998.00	0.00	0.00	$1,998	Advertisement 4 @$200 each ($800); Branded outreach and educational materials: Tangles/Fidget Spinners 250 @ $3.25 = $812.50; Memo
Office Supplies	600.00	0.00	0.00	$600	Shredder bags @$29.00x 2 = $58; Shredder Oil @ $20.00 x1 = $20; Smead Note File Jackets @ $19.50 x 6= $117; 2 Pocket Folders @ $22x 4 =
Insurance	0.00	0.00	0.00	$0	
Rent/Mortgage	0.00	0.00	0.00	$0	
Printing/Duplication	2,000.00	0.00	0.00	$2,000	Printing lease charges for 12,000 black and white printed pages annually @ $0.05/page (12,000 x 0.05= $600) and 3,600 color printed pages
Information System	0.00	0.00	0.00	$0	
Vehicle Operating (other than Insurance)	0.00	0.00	0.00	$0	
Travel	26,296.00	0.00	0.00	$26,296	
Business Travel	1,160.00	0.00	0.00	$1,160	2,000 miles annually reimbursed at the State of Maryland rate of $0.58/ mile (2,000 x $0.58 = $1,160)
Conferences/Conventions	25,136.00	0.00	0.00	$25,136	Sponsorship for training/conferences including: No such thing as a Bad Kid @ $3,511 x 1 = $3,511; Racial Equity Training @ $5,500 x 1 = $5,5
Contractual Services	33,950.00	0.00	0.00	$33,950	
Training	3,000.00	0.00	0.00	$3,000	Leadership training $300 (1 person @ $300); excel training $300 (3 people at $100 each); mediation training for LCT meeting facilitation $90
Consultant (other than Legal & Accounting/Auditing)	30,950.00	0.00	0.00	$30,950	96hrs of website consultant work @ $100.00 an hour (96hr x 100=$9,600); 208hrs for Epidemiologist @ $50hr to collected and analyze data,
Legal	0.00	0.00	0.00	$0	
Accounting/Auditing	0.00	0.00	0.00	$0	
Equipment	150.00	0.00	0.00	$150	
Office Equipment/Furniture	150.00	0.00	0.00	$150	Purchase of computer screen
Other	26,336.00	0.00	0.00	$26,336	
Vehicle Purchase and Lease	0.00	0.00	0.00	$0	
Program Supplies (not included in Board Support)	25,512.00	0.00	0.00	$25,512	10% indirect to support LMB. This includes HR support, fiscal support, accounting, IT needs, software needs. 10% indirect is a rate approved
Professional Dues/Publications/Subscriptions	824.00	0.00	0.00	$824	MDLMB dues @ $600 annual; $200 for yearly PO Box; $24 banking fees charged at $2 per month
Food	0.00	0.00	0.00	$0	
TOTAL Budget for Board Support	$255,134	$0	$0	$255,134	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations (Admin):					
County/City Direct Revenue (Cash)		0.00			
County/City In-Kind			0.00		
Fee for Service		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		$0	$0		
CPA/Children's Cabinet FUNDING REQUEST	$255,134				
TOTAL Revenue-Children's Cabinet + Other Sources Used to Support CPA				$255,134	

SUMMARY OF COMMUNITY PARTNERSHIP AGREEMENT PROGRAMS/STRATEGIES
Fiscal Year 2022

LMB: Worcester County Initiative to Preserve Families

PROGRAM/STRATEGY NAME	Community Partnership Agreement			
	Children's Cabinet Funds	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)	Total
Bridges To Stable Families (Worcester County Health Deparment)	161,951.00	0.00	0.00	$161,951
Local Care Team Coordinator	53,000.00	0.00	0.00	$53,000
Worcester Connects (Worcester Youth and Family)	150,000.00	0.00	9,600.00	$159,600
Planning Strategy (Poverty)	28,080.00	0.00	0.00	$28,080
Worcester Navigation (TBD)	150,000.00	0.00	0.00	$150,000
0	0.00	0.00	0.00	$0
0	0.00	0.00	0.00	$0
0	0.00	0.00	0.00	$0
0	0.00	0.00	0.00	$0
0	0.00	0.00	0.00	$0
0	0.00	0.00	0.00	$0
0	0.00	0.00	0.00	$0
0	0.00	0.00	0.00	$0
0	0.00	0.00	0.00	$0
0	0.00	0.00	0.00	$0
0	0.00	0.00	0.00	$0
0	0.00	0.00	0.00	$0
0	0.00	0.00	0.00	$0
0	0.00	0.00	0.00	$0
0	0.00	0.00	0.00	$0
0	0.00	0.00	0.00	$0
0	0.00	0.00	0.00	$0
0	0.00	0.00	0.00	$0
0	0.00	0.00	0.00	$0
0	0.00	0.00	0.00	$0
0	0.00	0.00	0.00	$0
Total Program/Strategy Funding Request	$543,031	$0	$9,600	$552,631

Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations (Programs Only):				
County/City Direct Revenue (Cash)		0.00		
County/City In-Kind			0.00	
Fee for Service		0.00	0.00	
Other (Enter Source Here)		0.00	9,600.00	
Other (Enter Source Here)		0.00	0.00	
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA - (Programs Only)		$0	$9,600	
CPA/Children's Cabinet FUNDING REQUEST - (Programs Only)	$543,031			
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA - (Programs Only)				$552,631

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2022

LMB: Worcester County Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement				Budget Narrative
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)	Total	For each Column C line item where funding is proposed, enter below the calculations that show how the expense was derived. No entries are required for shaded lines.
Program/Strategy: Bridges To Stable Families (Worcester County Health Deparment)					
Personnel	139,201.00	0.00	0.00	$139,201	
Salaries	79,663.00	0.00	0.00	$79,663	CSP II 13/2 Salary $42,712*.90= $38,441; CSP III 14/8 50% Salary $53,523*.50= $26,7
Fringe Costs	59,538.00	0.00	0.00	$59,538	Fringe benefits (health insurance, retiree health insurance, FICA, workmans comp) F
Operating Expenses	1,908.00	0.00	0.00	$1,908	
Communications	600.00	0.00	0.00	$600	$50/month cell phonewith 2G hot spot for program coordinator x 12: $600
Postage	108.00	0.00	0.00	$108	postage costs for program mailings - $0.55 for 196 stamps for mailing referral packe
Utilities	0.00	0.00	0.00	$0	
Advertising	0.00	0.00	0.00	$0	
Office Supplies	1,200.00	0.00	0.00	$1,200	Printing 500 pages per month @ $0.10 per page in black and white: $600/year. Prin
Insurance	0.00	0.00	0.00	$0	
Rent/Mortgage	0.00	0.00	0.00	$0	
Printing/Duplication	0.00	0.00	0.00	$0	
Information System	0.00	0.00	0.00	$0	
Vehicle Operating (other than Insurance)	0.00	0.00	0.00	$0	
Travel	325.00	0.00	0.00	$325	
Business Travel	325.00	0.00	0.00	$325	565 miles annually at a reimbursement rate of $0,575 per miles. Travel to and from
Conferences/Conventions	0.00	0.00	0.00	$0	
Contractual Services	0.00	0.00	0.00	$0	
Training	0.00	0.00	0.00	$0	
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	0.00	$0	
Legal	0.00	0.00	0.00	$0	
Accounting/Auditing	0.00	0.00	0.00	$0	
Equipment	0.00	0.00	0.00	$0	
Office Equipment/Furniture	0.00	0.00	0.00	$0	
Other	20,517.00	0.00	0.00	$20,517	
Vehicle purchase and lease	0.00	0.00	0.00	$0	
Program Supplies	0.00	0.00	0.00	$0	
Professional Dues/Publications/Subscriptions	14,717.00	0.00	0.00	$14,717	10% Indirect Cost
Food	0.00	0.00	0.00	$0	
Other: Customer Transportation	1,800.00	0.00	0.00	$1,800	$3 bus ticket x 600 tickets=$1800 to support 15 parental program participants with transpor
Other: Vocational Training/Higher Education	4,000.00	0.00	0.00	$4,000	Funds to support incarcerated individuals, post-release, in pursing job readiness training, job
TOTAL budget for Bridges To Stable Families (Worcester County Health Deparment)	$161,951	$0	$0	$161,951	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:					
County/City Direct Revenue (Cash)		0.00			
County/City In-Kind			0.00		
Fee for Service		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		$0	$0		
CPA/Children's Cabinet FUNDING REQUEST	$161,951				
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA				$161,951	

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS

Fiscal Year 2022

LMB: Worcester County Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement				Budget Narrative
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)	Total	For each Column C line item where funding is proposed, enter below the calculations that show how the expense was derived. No entries are required for shaded lines.
Program/Strategy: Local Care Team Coordinator					
Personnel	53,000.00	0.00	0.00	$53,000	
Salaries	35,046.00	0.00	0.00	$35,046	Coordinator of Special Programs IV. Actual salary: $44,989 x 77.9%= $35,04
Fringe Costs	17,954.00	0.00	0.00	$17,954	Actual Fringe costs for position: $23,047x77.9% = $17,954
Operating Expenses	0.00	0.00	0.00	$0	
Communications	0.00	0.00	0.00	$0	
Postage	0.00	0.00	0.00	$0	
Utilities	0.00	0.00	0.00	$0	
Advertising	0.00	0.00	0.00	$0	
Office Supplies	0.00	0.00	0.00	$0	
Insurance	0.00	0.00	0.00	$0	
Rent/Mortgage	0.00	0.00	0.00	$0	
Printing/Duplication	0.00	0.00	0.00	$0	
Information System	0.00	0.00	0.00	$0	
Vehicle Operating (other than Insurance)	0.00	0.00	0.00	$0	
Travel	0.00	0.00	0.00	$0	
Business Travel	0.00	0.00	0.00	$0	
Conferences/Conventions	0.00	0.00	0.00	$0	
Contractual Services	0.00	0.00	0.00	$0	
Training	0.00	0.00	0.00	$0	
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	0.00	$0	
Legal	0.00	0.00	0.00	$0	
Accounting/Auditing	0.00	0.00	0.00	$0	
Equipment	0.00	0.00	0.00	$0	
Office Equipment/Furniture	0.00	0.00	0.00	$0	
Other	0.00	0.00	0.00	$0	
Vehicle purchase and lease	0.00	0.00	0.00	$0	
Program Supplies	0.00	0.00	0.00	$0	
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	$0	
Food	0.00	0.00	0.00	$0	
Other (specify)	0.00	0.00	0.00	$0	
Other (specify)	0.00	0.00	0.00	$0	
TOTAL budget for Local Care Team Coordinator	$53,000	$0	$0	$53,000	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:					
County/City Direct Revenue (Cash)		0.00			
County/City In-Kind			0.00		
Fee for Service		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		$0	$0		
CPA/Children's Cabinet FUNDING REQUEST	$53,000				
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA				$53,000	

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS

Fiscal Year 2022

LMB: Worcester County Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement				Budget Narrative
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)	Total	For each Column C line item where funding is proposed, enter below the calculations that show how the expense was derived. No entries are required for shaded lines.
Program/Strategy: Worcester Connects (Worcester Youth and Family)					
Personnel	122,975.00	0.00	0.00	$122,975	
Salaries	98,375.00	0.00	0.00	$98,375	Executive Director @ 87500x.25 = 21875; Program Manager @46,000 x .75= 34500;
Fringe Costs	24,600.00	0.00	0.00	$24,600	$98,375 X .25 (fringe rate) = $24,600
Operating Expenses	22,035.00	0.00	9,600.00	$31,635	
Communications	1,275.00	0.00	0.00	$1,275	Communications includes telephone and internet service for staff. Yearly cost of th
Postage	220.00	0.00	0.00	$220	Approximately 400 mailers are proposed for program promotion and written comm
Utilities	1,640.00	0.00	0.00	$1,640	For the whole facility utilities are $6560 per year. We are assigning 25% to this prog
Advertising	800.00	0.00	0.00	$800	Billboard advertising is $800.00 per month.
Office Supplies	100.00	0.00	0.00	$100	We use 12 cases (or more) of copy paper per year. One quarter of that is 3 cases. W
Insurance	2,150.00	0.00	0.00	$2,150	This includes all insurance except vehicle including two liability insurances. These ins
Rent/Mortgage	9,600.00	0.00	9,600.00	$19,200	12.5% IN-kind for WYFCS For the whole facility rent is $76,800.00 per year. We are a
Printing/Duplication	987.00	0.00	0.00	$987	The lease on the copier is $3948.00 per year. One quarter of that is 3948.00 x .25 = 9
Information System	4,647.00	0.00	0.00	$4,647	The information systems consist of the computers, server, cloud servers and the sof
Vehicle Operating (other than Insurance)	616.00	0.00	0.00	$616	1100 miles @ 56cents per mile = $616.00
Travel	0.00	0.00	0.00	$0	
Business Travel	0.00	0.00	0.00	$0	
Conferences/Conventions	0.00	0.00	0.00	$0	
Contractual Services	2,187.00	0.00	0.00	$2,187	
Training	0.00	0.00	0.00	$0	
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	0.00	$0	
Legal	0.00	0.00	0.00	$0	
Accounting/Auditing	2,187.00	0.00	0.00	$2,187	$8,750 (total cost) x .25 = $2,187 All of our auditing and some of our accounting is d
Equipment	0.00	0.00	0.00	$0	
Office Equipment/Furniture	0.00	0.00	0.00	$0	
Other	2,803.00	0.00	0.00	$2,803	
Vehicle purchase and lease	0.00	0.00	0.00	$0	
Program Supplies	2,803.00	0.00	0.00	$2,803	Training and program supplies often come in the same package. 20 training module
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	$0	
Food	0.00	0.00	0.00	$0	
Other (specify)	0.00	0.00	0.00	$0	
Other (specify)	0.00	0.00	0.00	$0	
TOTAL budget for Worcester Connects (Worcester Youth and Family)	$150,000	$0	$9,600	$159,600	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:					
County/City Direct Revenue (Cash)		0.00			
County/City In-Kind			0.00		
Fee for Service		0.00	0.00		
Other (Enter Source Here)		0.00	9,600.00		
Other (Enter Source Here)		0.00	0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		$0	$9,600		
CPA/Children's Cabinet FUNDING REQUEST	$150,000				
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA				$159,600	

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS

Fiscal Year 2022

LMB: Worcester County Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement				Budget Narrative
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)	Total	For each Column C line item where funding is proposed, enter below the calculations that show how the expense was derived. No entries are required for shaded lines.
Program/Strategy: Planning Strategy (Poverty)					
Personnel	0.00	0.00	0.00	$0	
Salaries	0.00	0.00	0.00	$0	
Fringe Costs	0.00	0.00	0.00	$0	
Operating Expenses	1,080.00	0.00	0.00	$1,080	
Communications	0.00	0.00	0.00	$0	
Postage	0.00	0.00	0.00	$0	
Utilities	0.00	0.00	0.00	$0	
Advertising	0.00	0.00	0.00	$0	
Office Supplies	1,080.00	0.00	0.00	$1,080	5 Post It Notepads @ 17.99 (5x17.99=89.98); 4 Cases of paper @ 41.99(4x41.99=167
Insurance	0.00	0.00	0.00	$0	
Rent/Mortgage	0.00	0.00	0.00	$0	
Printing/Duplication	0.00	0.00	0.00	$0	
Information System	0.00	0.00	0.00	$0	
Vehicle Operating (other than Insurance)	0.00	0.00	0.00	$0	
Travel	0.00	0.00	0.00	$0	
Business Travel	0.00	0.00	0.00	$0	
Conferences/Conventions	0.00	0.00	0.00	$0	
Contractual Services	27,000.00	0.00	0.00	$27,000	
Training	0.00	0.00	0.00	$0	
Consultant (other than Legal & Accounting/Auditing)	27,000.00	0.00	0.00	$27,000	Projected consultant fee at a rate of $75 an hour for 360 hours or apx 9 weeks(75x3
Legal	0.00	0.00	0.00	$0	
Accounting/Auditing	0.00	0.00	0.00	$0	
Equipment	0.00	0.00	0.00	$0	
Office Equipment/Furniture	0.00	0.00	0.00	$0	
Other	0.00	0.00	0.00	$0	
Vehicle purchase and lease	0.00	0.00	0.00	$0	
Program Supplies	0.00	0.00	0.00	$0	
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	$0	
Food	0.00	0.00	0.00	$0	
Other (specify)	0.00	0.00	0.00	$0	
Other (specify)	0.00	0.00	0.00	$0	
TOTAL budget for Planning Strategy (Poverty)	$28,080	$0	$0	$28,080	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:					
County/City Direct Revenue (Cash)		0.00			
County/City In-Kind			0.00		
Fee for Service		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		$0	$0		
CPA/Children's Cabinet FUNDING REQUEST	$28,080				
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA				$28,080	

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2022

LMB: Worcester County Initiative to Preserve Families

DESCRIPTION	Community Partnership Agreement				Budget Narrative
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)	Total	For each Column C line item where funding is proposed, enter below the calculations that show how the expense was derived. No entries are required for shaded lines.
Program/Strategy: Worcester Navigation (TBD)					
Personnel	100,399.00	0.00	0.00	$100,399	
Salaries	60,240.00	0.00	0.00	$60,240	100% CSP II (13/3) @$44,271; 20% Office Secretary III (10/1)@ $6,865; 15%
Fringe Costs	40,159.00	0.00	0.00	$40,159	100% CSPII @ $26,832; 20% Office Clerk @ $6,866; 15% Program Admin @
Operating Expenses	9,965.00	0.00	0.00	$9,965	
Communications	600.00	0.00	0.00	$600	$50/month cell phonewith 2G hot spot for 1 program staff x 12: $600
Postage	108.00	0.00	0.00	$108	postage costs for program mailings - $0.55 for 196 stamps for mailing referra
Utilities	0.00	0.00	0.00	$0	
Advertising	7,930.00	0.00	0.00	$7,930	Advertising Costs asscoatied with local business and social media ads, such a
Office Supplies	1,327.00	0.00	0.00	$1,327	Shredder bags @$29.00x 2 = $58; Shredder Oil @ $20.00 x1 = $20; Smead N
Insurance	0.00	0.00	0.00	$0	
Rent/Mortgage	0.00	0.00	0.00	$0	
Printing/Duplication	0.00	0.00	0.00	$0	
Information System	0.00	0.00	0.00	$0	
Vehicle Operating (other than Insurance)	0.00	0.00	0.00	$0	
Travel	8,000.00	0.00	0.00	$8,000	
Business Travel	8,000.00	0.00	0.00	$8,000	Trainings included, but not limited to: Bridges out of Poverty; Getting Ahead in
Conferences/Conventions	0.00	0.00	0.00	$0	
Contractual Services	0.00	0.00	0.00	$0	
Training	0.00	0.00	0.00	$0	
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	0.00	$0	
Legal	0.00	0.00	0.00	$0	
Accounting/Auditing	0.00	0.00	0.00	$0	
Equipment	0.00	0.00	0.00	$0	
Office Equipment/Furniture	0.00	0.00	0.00	$0	
Other	31,636.00	0.00	0.00	$31,636	
Vehicle purchase and lease	0.00	0.00	0.00	$0	
Program Supplies	0.00	0.00	0.00	$0	
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	$0	
Food	0.00	0.00	0.00	$0	
Other: Indirect	13,636.00	0.00	0.00	$13,636	10% Indirect
Other: Vocational Training/Higher Education/tansportation	18,000.00	0.00	0.00	$18,000	Youth and Parents in poverty that are interested in pursing job readiness training, jo
TOTAL budget for Worcester Navigation (TBD)	$150,000	$0	$0	$150,000	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:					
County/City Direct Revenue (Cash)		0.00			
County/City In-Kind			0.00		
Fee for Service		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		$0	$0		
CPA/Children's Cabinet FUNDING REQUEST	$150,000				
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA				$150,000	

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AUG 2 6 2021
Worcester County Admin

Worcester County

Department of Environmental Programs

Memorandum

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

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

Subject: **Dividing Creek Rural Legacy Area Easement Agreement of Sale**
Ennis Property
Pocomoke City, Maryland
Tax Map 69, Parcel 21
165.55 Acres

Date: August 25, 2021

Attached you will find a memorandum from Katherine Munson, of my staff with an application for requested funding for the Dividing Creek Rural Legacy Area (RLA) for approval by the County Commissioners. Two before/after appraisals were conducted by two independent appraisers. The easement value is $2,652/acre, and this price was derived by the calculated mean of value of the two appraised values. The final price was negotiated with the landowner and MD DNR. A survey will be needed to determine the exact acreage and boundary for the final easement value. The funding, provided by FY 21 Dividing Creek Rural Legacy Funds, will be used to purchase a conservation easement for this property and also funds incidental and administrative costs.

Attached with memorandum from Katherine Munson is a conservation easement agreement of sale. This property consists of 165.55+/- acres located on the east/west/north sides of Whitesburg Road, northeast of Pocomoke City, Maryland.

Rural Legacy pays landowners for permanent conservation easements on their properties. The program is funded through a combination of state Program Open Space and general obligation bonds from the state's capital budget. There are two (2) approved legacy areas in Worcester County – the Dividing Creek RLA (approved 2008) and the Coastal Bays RLA (approved 1999).

With respect to this particular property, the land is within the Dividing Creek watershed, has been previously subdivided one time and has the potential for an additional subdivisions. It has over

100 acres of prime agricultural soils, and is adjacent to over 4,000 acres of contiguous protected farmland. The property has the potential for full subdivision rights, depending on soil percolation results. There is currently a single structure on the property, the owner is surrendering all subdivision and development rights, save the one (1) residence. Farming will be allowed, but owner must abide by impervious surface limits which include no Confined Animal Feeding Operations (CAFOs), and limits will be placed on agricultural buildings.

These agreements were reviewed by the County Attorney. We would respectfully request the approval of the County Commissioners on this easement. The signature pages are marked for endorsement and should be signed by President Mitrecic, Mr. Young, and Mr. Leslie.

If you have any questions or need additional information please let me know. Both Katherine and I will be available to discuss this matter.

Enclosures

cc: Roscoe Leslie
Katherine Munson

DEPARTMENT OF
ENVIRONMENTAL PROGRAMS
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1306
SNOW HILL, MARYLAND 21863
TEL:410.632.1220 / FAX: 410.632.2012

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

TO: Robert Mitchell, Director

FROM: Katherine Munson, Planner V KM

SUBJECT: Dividing Creek Rural Legacy Area—Ennis—Tax Map 69, Parcel 21; 165.55 acres

DATE: August 24, 2021

This conservation easement purchase is to be funded by FY21 Dividing Creek Rural Legacy Area funds.

Attached please find the Agreement of Sale, signed by the Ennis'.

The purchase price of $2,652/acre is the mean value of two before and after appraisal values. The summary sheets are attached. Note that a survey will be required to determine the exact acreage and boundary.

This property has been subdivided once and is on two sides of Whitesburg Road; the property has the potential to subdivide up to 10 times. The property contains over 100 acres of prime agricultural soils and is adjacent to already protected lands. Protection will build on over 4,000 acres of contiguous, protected farmland and forest in the Dividing Creek watershed.

Attachments

SUMMARY OF IMPORTANT DATA AND CONCLUSIONS		
REPORT TYPE:	Appraisal Report File No. CC16320	
REPORT DATE:	February 12, 2021	
LOCATION:	4016 Whitesburg Rd Pocomoke, MD 21851 Map 69 Parcel 21	
OWNER OF RECORD:	Norman M. & Brent G. Ennis	
LAND AREA BEFORE/AFTER:	165.55 +/- Acres	165.55 +/- Acres
IMPROVEMENTS:	Main Dwelling, agricultural buildings	
ZONING:	A-1	
CENSUS TRACT:	9514.00	
FLOOD MAP STATUS:	Zone X - The subject is not in a flood zone. Panel 24047C0335H, July 16, 2015	
FLOOD ZONE COMMENTS	The subject is not in a flood zone.	
HIGHEST AND BEST USE BEFORE:	Agriculture with Residential development	
HIGHEST AND BEST USE AFTER:	Agriculture, family compound	
PROPERTY RIGHTS APPRAISED:	Fee Simple	
BEFORE VALUE	**$960,000**	
AFTER VALUE	**$513,000**	
VALUE OF EASEMENT/DIFFERENCE:	**$447,000**	
EFFECTIVE DATE	January 19, 2021	
APPRAISERS:	F. Lee Gosnell William McCain, MAI, MBA	

SUMMARY OF SALIENT FACTS

IDENTIFICATION: 165.55 +/- Acres - Agricultural Farm ***(Ennis Farm)***
East/West/North Sides Whitesburg Road *(#4016)*
Northeast of Pocomoke City, Worcester Co, Maryland 21863

CENSUS TRACT: 9514 – area of Western (Dividing Creek) Worcester County

OWNERSHIP & TAX REFERENCE:

Ownership: **Norman M. Ennis & Brent G. Ennis**

Tax Parcel		Deed Reference		Date of Record	
Map	Parcel	Liber	Folio		Land Area
69	21	7458	/ 81	July 17, 2019	165.550 ac.
Subdivided Lot	*Plat:*	231	/ 56	June 30, 2009	
				Acreage for Valuation (per Assessment):	***165.550 Acres***

SITE SIZE: **165.55 +/- Acres *(Per Assessment)***
104.8 +/- Acres Tillable/Cleared (63%)
60.8 +/- Acres residual Timber/Woodlands (37%)

IMPROVEMENTS: Farm House, Barn, dated Poultry Houses w/ Ancillary Agricultural Buildings ***(Excluded from Analysis)***

ZONING: A-1; Agricultural District

UTILITIES: Private Well and Septic Systems required

POTENTIAL DEV. RIGHTS: Up to Ten (10) minor subdivision rights
RETAINED RIGHTS: *One (1) Primary Residence right*

FLOOD PLAIN MAP: FEMA Community Maps #24047C-0225-H and -0335-H; dated July 16, 2015, Property appears to fall within Zone X (Area of Minimal Flooding)

SOIL CLASSIFICATIONS: Predominantly Hambrook sandy loam, Woodstown sandy loam, Mattapex silt loam, Sassafras sandy loam, Fort Mott loamy sand, Matapeake fine sandy loam, Othello silt loams, Klej loamy sand, and Nassawango silt loam

HIGHEST AND BEST USE:
(Before Easement): Agricultural and Recreational with Minor Residential Development Potential in the Future
(After Easement): Agricultural and Recreational Use with One Primary Residence allowed

EFFECTIVE DATE: April 20, 2021
DATE OF REPORT: May 14, 2021

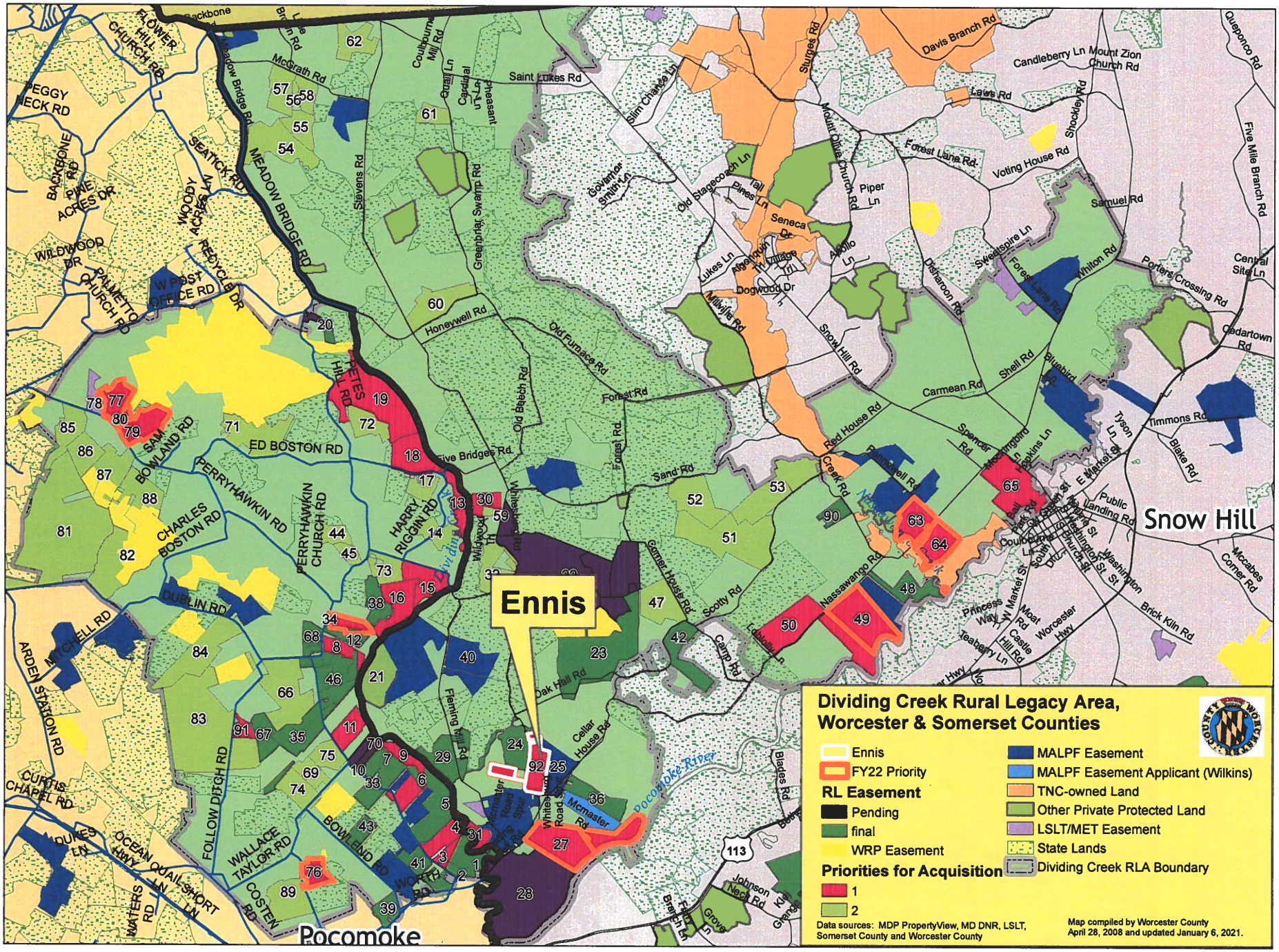
I) "AS IS" MARKET VALUE (BEFORE) - *$5,700 per Acre* **$ 944,000**

II) ENCUMBERED BY CONSERVATION EASEMENT (AFTER) **$ 513,000**
(Estimate of Unit Value) - *$3,100 per Acre*

DIFFERENCE (Concluded Value to Easement): ***$ 431,000***
(Extracted Unit Value Conclusion) *~ $2,603 per Acre*

Ennis
Tax Map 69, Parcel 21
165.55 acres
E and W side Whitesburg Road

0 0.05 0.1 0.2 Miles


Dividing Creek Rural Legacy Area,
Worcester & Somerset Counties
Ennis
FY22 Priority
RL Easement
Pending
final
WRP Easement
Priorities for Acquisition
1
2
MALPF Easement
MALPF Easement Applicant (Wilkins)
TNC-owned Land
Other Private Protected Land
LSLT/MET Easement
State Lands
Dividing Creek RLA Boundary
Data sources: MDP PropertyView, MD DNR, LSLT, Somerset County and Worcester County
Map compiled by Worcester County
April 28, 2008 and updated January 6, 2021.
Ennis
Snow Hill
Pocomoke
2 1 0 2 Miles
N

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), dated as of the _____ day of _____, 2021 is made by and between Brent G. Ennis and Norman M. Ennis, ("Sellers"), and the County Commissioners of Worcester County, Maryland ("Buyer").

1. The Sellers are the owners of that property ("Property") located in the Seventh tax district of Worcester County, Maryland; which is one (1) parcel, 165.55 acres total, more or less, and located at 4016 Whitesburg Road in Pocomoke City, Maryland, having tax ID number of 07-005776.

2. The Buyer desires to purchase a conservation easement from the Sellers over and across the Property on the terms and conditions set forth in this Agreement.

3. The Sellers are willing to grant to Buyer and/or its assigns for the hereinafter price, a conservation easement in perpetuity, on, over, and across the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

SECTION 1. PURCHASE AND SALE.

Subject to the terms and conditions set forth in this Agreement, Sellers hereby agree to sell to Buyer and Buyer hereby agrees to purchase from Sellers a Conservation Easement on, over and across the Property: attached is **Exhibit A** which is a description of the property.

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1. The Purchase Price to be paid for the Rural Legacy Program Easement (as defined below) shall be Two Thousand, Six Hundred Fifty-two Dollars ($2,652.00) per acre, of which $1.00 has been paid upon signing.

2.2. At Closing (as defined below), the entire Purchase Price shall be payable by Buyer to Sellers by cash or County check.

2.3. The payment of the Purchase Price for the Deed of Conservation Easement is complete payment for the status and quality of the title to the Property required to be conveyed under this Agreement.

SECTION 3. CLOSING.

The consummation of the transaction contemplated in this Agreement ("Closing") shall take place on or before September 30, 2022 at a date, time and at a place as set by Buyer, unless extended in writing for an additional 90 days by Buyer in order to obtain the approvals required by the Rural Legacy Board and Board of Public Works.

SECTION 4. CONVEYANCE OF THE EASEMENT.

4.1. At Closing, Sellers shall convey to Buyer, and/or its assigns the Deed of Conservation Easement ("Easement") to the Property in the same form and containing those restrictions and conditions set forth in the Easement attached hereto as **Exhibit B**, and made a

part hereof. Title shall be good and marketable and free and clear of any and all encumbrances, exceptions, limitations, leases and liens whatsoever, except that any mortgages shall be subordinate to the Easement at Closing if they are to remain as a lien. Title to the Property shall be insurable at regular rates by Buyer's title insurance company without any exception for mechanic's liens or rights of persons in possession. In the event a lien holder fails to execute a required subordination at or prior to Closing to the satisfaction of the Buyer, the Buyer at its sole option, may terminate this Agreement and the parties shall have no further obligation to each other.

4.2. Sellers shall not mortgage, lease, encumber or otherwise dispose of the Property, or any part thereof, prior to Closing or the termination of this Agreement without first having obtained the prior written consent of the Buyer.

SECTION 5. CONDITION OF THE PROPERTY AND RISK OF LOSS.

5.1. If prior to or through Closing, all or a substantial part of the Property is destroyed or damaged, without fault of the Buyer, then this Agreement, at the option of the Buyer, upon written notice to Sellers, shall be null and void and of no further effect and the parties shall have no further obligation to each other, in which event the Deposit and any interest accrued thereon shall be returned to the Buyer.

5.2. Sellers covenant that at Closing, the Property shall be in the following condition:

i) No major alterations or construction that would be inconsistent with the terms of the Easement will be made to the Property from and after the effective date of this Agreement.

5.3. From and after the effective date of this Agreement, Sellers grant permission to the Buyer and its contractors and subcontractors to enter upon the Property for the purpose of making tests, surveys and inspections of the Property and the improvements thereon. Without limiting the generality of the foregoing, Buyer shall have the right to inspect the Property, one or more times prior to Closing, for the purpose of determining whether the Property is in the condition, status and quality required under this Agreement.

5.4. The Sellers are responsible for the removal of dumps of materials including but not limited to soil, rock, other earth materials, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or other material on the Property to the satisfaction of the Buyer. Soil, rock, other earth materials and vegetative matter may remain stored on the Property for reasonable agriculture and silviculture purposes or for construction or maintenance of structures or means of access ongoing at the time of this Agreement and permitted under the Easement, as determined by the Buyer.

SECTION 6. CLOSING COSTS.

6.1. Buyer shall pay the following costs associated with the consummation of the transaction contemplated in this Agreement:

i) any state or county recordation and transfer taxes or fees or other costs imposed upon the recordation of the Easement.

ii) all expenses for examination of title and the premium for any title insurance obtained by it.

6.2. Sellers shall pay the following costs associated with the consummation of the transaction contemplated in this Agreement:

i) all taxes and fees relating to the recordation of any release or subordination of a mortgage, deed of trust, or other lien or encumbrance affecting the Property which is to be released, subordinated or discharged at Closing;

ii) any attorney's fees incurred by the Sellers, and

iii) all real estate taxes and personal property taxes owing for the then current year levied or assessed with respect to the Property. All taxes and other assessments against said property shall be in and remain the exclusive responsibility of the Sellers, including but not limited to the payment of real estate taxes.

SECTION 7. SELLERS' REPRESENTATIONS.

7.1. Sellers make the following representations and warranties as of the date of this Agreement and as of Closing.

7.2. Sellers represent and warrant that:

i) no hazardous material of any kind, nor storage tanks have been deposited, stored, treated, disposed of, managed, generated, manufactured, produced, released, emitted or discharged on, onto, in, into, from or under the Property by the Sellers, their agents, employees, officers, invitees, contractors, subcontractors, and any person in possession or use of the Property under it, and to the best of its knowledge, information and belief, any other person, which could expose a landowner to liability under federal law,

ii) neither Sellers nor any of their agents, employees, officers, invitees, contractors, subcontractors, and any person in possession or use of the Property under it, and to the best of its knowledge, information and belief, any other person, have brought to the Property as materials or waste materials, or used on the Property or generated therein as a product or by-product of activities on the Property, or otherwise placed, handled, stored or released on the Property any (1) polychlorinated biphenyls ("PCBs"), (2) asbestos, (3) lead paint, (4) petroleum products, distillates, or by-products, (5) radioactive materials, chemicals known to cause cancer or reproductive toxicity, (6) waste, materials, or substances which would qualify as hazardous waste, hazardous substances, hazardous materials, toxic waste, toxic materials or toxic substances under any "Environmental Laws", which shall mean under the following: the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, the Toxic Substance Control Act, the Superfund Amendments and Reauthorization Act, the Occupational Safety and Health Act, the Consumer Product Safety Act, the Federal Water Pollution Control Act, the Clean Water Act, the Clean Air Act, the National Environmental Policy, or any amendments thereto, or any similar or successor laws, whether federal state or local, or any regulations adopted or incorporated thereunder (Hereinafter referred to collectively as "Environmental Laws"),

iii) as of Closing, the status and condition of the Property or any portion thereof, including by way of example, the soil, paint or tiles, although then not in violation of the Environmental Laws is such that disturbance, removal or relocation thereof shall not create or result in a condition or status which is, or with the passage of time may become, unlawful under the Environmental Laws,

iv) no governmental or private action, suit or proceeding to enforce or impose liability under any Environmental Laws has been instituted or threatened concerning the Property and no lien has been created under any applicable Environmental Laws,

v) Sellers have no notice or knowledge of conditions or circumstances at the Property which pose a risk to the environment or to the health and safety of persons,

vi) no work shall have been done or materials provided for or about any of the Property within one hundred eighty (180) days ending on the day of the Closing or which the person performing the work or providing the materials has not acknowledged in writing that is has been paid in full at or before Closing.

7.3. The Sellers' representations and warranties set forth above shall not merge with or into the Easement and shall survive delivery of the Easement at Closing.

SECTION 8. OBLIGATIONS OF SELLERS AT CLOSING.

8.1. At Closing, Sellers shall execute and deliver the Easement to the Buyer.

8.2. At Closing, Sellers shall execute and deliver to the Buyer's title insurance company or Buyer such affidavits and writings reasonably requested from a seller in connection with the settlement of like property.

SECTION 9. OBLIGATIONS OF BUYER AT CLOSING.

At Closing, Buyer shall deliver the Purchase Price in accordance with the terms and conditions of this Agreement.

SECTION 10. DEFAULT.

10.1. In the event that Sellers cannot convey to Buyer the easement on the Property as required under this Agreement, Buyer shall:

i) permit Sellers to take any action necessary to perfect their title and remove any and all legal, equitable and beneficial grounds of objection to or defect of the title, at Sellers' sole cost and expense, and

ii) extend Closing until such action is completed, but not longer than one hundred twenty (120) days from the Sellers' receipt of notice from Buyer of such defect or defects to the title.

In the event that Sellers fail to cure the defect or defects to title within that one hundred twenty (120) day period, then and only then shall Sellers be in default of their obligations to convey the easement on the Property under this Agreement.

10.2. Subject to Section 10.1, in the event that Sellers default in any of the terms, provisions, covenants or agreements to be performed by the Sellers under this Agreement, Buyer shall be entitled, after such default, to:

i) waive any failure to perform in writing;

ii) terminate this Agreement, in which event the parties hereto shall thereafter be relieved of any and all further rights, liabilities and obligation under or pertaining to this Agreement, other than those which by the express terms of this Agreement are intended to survive termination, in which event the Deposit and any interest accrued thereon shall be returned to the Buyer provided Sellers must then pay to Buyer an amount equal to all Buyer's survey costs and

iii) exercise any and all rights and seek any and all remedies which Buyer may have or to which Buyer may be entitled at law or in equity, including, without limitation, seeking damages or specific performance.

10.3. In the event Buyer defaults in any of the terms, provisions, covenants or agreement to be performed by Buyer under this Agreement, Sellers shall be entitled, after such default, to:

i) waive any failure of performance in writing,

ii) terminate this Agreement in entirety, in which event the parties hereto shall thereafter be relieved of any and all further rights, liabilities and obligations, other than those, which by the express terms of this Agreement are intended to survive such termination, or

iii) institute such actions or proceedings for monetary damages and/or equitable relief as are authorized by applicable law.

SECTION 11. GENERAL PROVISIONS.

11.1. This Agreement is the full agreement among the parties on the matters set forth herein. This Agreement can only be amended by written amendment executed by the parties hereto.

11.2 The parties hereto further agree that this Agreement is expressly contingent upon the approval by the Maryland Rural Legacy Board and the Maryland State Board of Public Works. In the event the Maryland Rural Legacy Board or the Board of Public Works fails to approve this Agreement, the Buyer, at its sole option, may terminate this Agreement by written notice to Sellers, and the parties shall have no further obligation to each other.

SECTION 12. SURVEY PROVISION

12.1 The parties acknowledge that they believe and estimate in good faith that the area of easement is 165.55 acres. The purchase price of the easement shall be $2,652.00 per acre. Buyer, at Buyer's expense, will cause a survey to be made by a professional land surveyor or property line surveyor, selected by Buyer, to determine the exact lines of the area of the easement and acreage thereof. In the event that the acreage is found to be ten (10) percent smaller or larger than 165.55 acres, updated appraisals will be required and a new purchase price may be determined, in which case a new Agreement will be required based upon the

updated purchase price, and this Agreement will be void. In the event the Seller may void this Agreement and/or not enter a new Agreement all sums paid hereunder shall be returned to Buyer and Seller shall reimburse Buyer for Buyer's out of pocket costs for the survey.

12.2 The parties shall cooperate with, and assist, the surveyor who shall be permitted all necessary access to the property. Buyer shall, upon request of Seller, extend settlement a period of 120 days to permit Seller to contest any survey results.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered, the day and year first written above.

Witness/Attest:

_____

_____

SELLERS

By: _____ (Seal)
Brent G. Ennis

By: _____ (Seal)
Norman M. Ennis

BUYER
County Commissioners of Worcester County, Maryland

_____
Weston Young
Chief Administrative Officer

By: _____ (Seal)
Joseph Mitrecic
President

Approved as to legal form and sufficiency.

_____
Roscoe Leslie
Worcester County Attorney

RECEIVED
AUG 3 1 2021
Worcester County Admin

Worcester County

Department of Environmental Programs

Memorandum

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

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

Subject: **LES-PRISM General Agreement**
Invasive Species Managment

Date: August 30, 2021

Attached is a memo from Katherine Munson and a general agreement for the Lower Eastern Shore Partnership for Regional Invasive Species Management (LES-PRISM) that Worcester County is being requested to join. As Ms. Munson's memo details, this is a voluntary agreement and would not commit financial resources other than what supplies and materials we determine are feasible to commit to efforts that would cross jurisdictional boundaries.

Preventing new invasive plants is most effective when management is consistent across jurisdictional boundaries and has a strong focus on early detection and rapid response. The local experience on the lower shore has not been proactive as a regional approach has not been considered. Currently, all counties are addressing invasive problem areas on their own. There are species that are spreading rapidly and likely to affect all places within the lower shore region equally. Regional coordination is needed to make sure that work done in one area isn't negatively impacted by the lack of work in another.

It is envisioned that sharing of informational resources will evolve into demonstration projects done in Worcester County, with the final goal of inter-jurisdictional cooperation on eradication efforts where it is warranted. The actual eradication of these will need to be done by staff that are typically involved in these efforts. Parks maintenance workers and our county roads crews would be individuals involved in removal activities. Spraying would be limited to staff having training and certifications to properly use those herbicides.

This general agreement has been reviewed by the County Attorney. As stated above, our cooperation is only to participate to the extent that we determine at our sole discretion to be feasible within the County's currently available personnel and programmatic resources.

We would respectfully recommend the County Commissioners consider joining this effort. The ongoing sharing and educational effort could assist to inform County staff in the planning of future actions or local demonstration projects.

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

Enclosure

cc: Roscoe Leslie
Katherine Munson
Dallas Baker
Kelly Rados

DEPARTMENT OF
ENVIRONMENTAL PROGRAMS
Worcester County
GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1306
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AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

To: Robert Mitchell, Director

From: Katherine Munson, Planner V KM

Subject: PRISM General Agreement

Date: August 13, 2021

Attached please find a general agreement for the Lower Eastern Shore Partnership for Regional Invasive Species Management (LES-PRISM) that Worcester County is being requested to join, for county signature. The document has been reviewed by Roscoe Leslie, County Attorney.

The General Agreement establishes a framework of cooperation between various partners and stakeholders to address the effects of invasive species. Partners are anticipated to include Somerset, Wicomico and Worcester Counties, City of Salisbury, USDA and Soil Conservation District entities, MD DNR Forest Service, and MDA Noxious Weed Program.

At this time, there is no coordinated, regional approach to effectively manage the impact of invasive plant species on the lower shore. Without a coordinated effort to identify management priorities and best management practices, it is likely that the worst invasive species will continue to spread throughout the lower shore, impacting working lands, natural resource lands, parkland and other land uses. The most cost-effective approach is to identify and treat a problem species before it becomes widely established. A regional approach is necessary to make sure that work done in one area isn't negated by the lack of work in another. Through coordination and communication, partners can work together to make eradication more cost effective and efficient.

As a designated entity with complete terms, mission statement, partner responsibilities and steering committee, a General Agreement makes the entity more appealing to invasive species eradication funding.

By signing this agreement, the county is not committing financial resources. The county is committing to staff participation in partner meetings and to sharing expertise, equipment, materials and supplies as the county determines is feasible.

Please contact me with any questions or concerns.

Lower Eastern Shore
Partnership for Regional Invasive Species Management
(LES-PRISM)

General Agreement

Between Governmental and Non-Governmental Organizations on the Lower Eastern Shore of Maryland

August 18, 2021

ARTICLE 1. BACKGROUND AND OBJECTIVES

The purpose of this General Agreement (GA) is to establish the Lower Eastern Shore Partnership for Regional Invasive Species Management (LES-PRISM) by creating a framework of cooperation to address the effects of invasive species on native plants, wildlife habitats, and working lands. This GA defines the terms and conditions under which the LES-PRISM will facilitate coordination and cooperation among land managers and landowners on the Lower Eastern Shore of Maryland. The objectives of the GA are to (1) coordinate invasive species prevention and management across political and ecological boundaries to protect biodiversity, restore natural habitats, ecosystems, and recreation lands in the area, and lessen the economic impacts on working lands; (2) raise public awareness of the threats posed by invasive species; and (3) share data and management techniques.

The Lower Eastern Shore of Maryland is defined as Dorchester, Somerset, Wicomico, and Worcester counties and their included jurisdictions (service area).

ARTICLE 2. MISSION STATEMENT

The mission of the Lower Eastern Shore Partnership for Regional Invasive Species Management (LES-PRISM) is to minimize the adverse impacts of invasive species on ecosystems, recreation lands, and working lands throughout the Lower Eastern Shore area.

ARTICLE 3. COOPERATION

Each partnering organization participating under this GA agrees, to the extent they determine at their sole discretion to be feasible within the organization's currently available personnel, programmatic resources and legal authority, to share expertise, equipment, materials, supplies, and staff or volunteer labor to control, manage, or eradicate one or more confirmed invasive species populations in the service area. Each partnering organization may contribute towards the control and management of invasive species depending on their respective resource and budgetary constraints, as well as the geographic location and relative magnitude of the population(s) of invasive species. Partnering organization staff will be under the direction and control of their own respective organization but will endeavor to cooperate within the coordinated framework of the GA. This agreement does not compel any partner to commit staff

or resources. In addition, this agreement does not supersede any other applicable laws or regulations at the federal, state, or local level.

ARTICLE 4. ACTIVITIES

Partnering organizations agree, to the extent feasible, to encourage:

1. PREVENTION – Prevent the introduction and spread of new invasive species on the Lower Eastern Shore and into priority conservation areas within the LES-PRISM.

2. EARLY DETECTION & RAPID RESPONSE – Detect new invasive species before they spread and eliminate all individuals of new invasive species within the LES-PRISM.

3. CONTAINMENT & SUPPRESSION – Contain established populations of invasive species to prevent them from spreading. Limit the spread of invasive species along transportation corridors. Reduce the infestation density of established populations of invasive species to allow native species to compete with invasive species.

4. COORDINATION – Combine resources and methods to contain, suppress, or eradicate established populations of invasive species across jurisdictional boundaries.

5. EDUCATION – Increase public awareness and understanding of invasive species and integrated pest management (IPM).

6. RESTORATION – Develop and implement effective restoration methods for areas where suppression or control has taken place. Restore areas with locally collected native species whenever possible. Partner with reputable organizations to collect, propagate, and augment or reintroduce populations of native species if both beneficial and feasible.

7. COOPERATION – Facilitate opportunities for sharing resources, including funding sources, personnel, volunteers, equipment, materials, data, and expertise.

8. INFORMATION MANAGEMENT – Promote and coordinate standardization of data. Independently and cooperatively collect, store, analyze, display, and share information regarding surveys, inventories, maps, locations, populations of invasive species, control methods, research, monitoring, and project effectiveness among Partners.

9. INTEGRATED PEST MANAGEMENT – Practice integrated pest management (IPM), a science-based management system that uses all suitable and compatible control methods to manage pest populations. Control methods may include chemical, biological, physical, mechanical, and cultural techniques. IPM includes adaptive management, in which monitoring of past results helps determine the type and timing of future actions.

This agreement does not compel any Partner to commit staff or resources. The Partners agree that it is to their mutual benefit and interest to work cooperatively to control and prevent the spread of invasive species across jurisdictional boundaries within the LES-PRISM. This

cooperative effort will achieve better management of invasive species while improving working relationships between the Partners and the public.

ARTICLE 5. RESPONSIBILITIES

Each partner agrees to:

1. Establish and maintain the LES-PRISM.

2. Share information about priorities, actions, and resources for preventing, eradicating, containing, and controlling invasive species within the LES-PRISM.

3. Cooperate with other LES-PRISM Partners, public agencies, non-governmental organizations, individuals, and private landowners to prevent, detect, and control the spread of invasive species into and within the LES-PRISM.

4. Establish a LES-PRISM Steering Committee.

5. Aid (provide access, assistance, etc.), where feasible, Partners in conducting surveys, inventories, and identifying and monitoring invasive species populations throughout the LES-PRISM.

6. Support the education of the public, land managers and owners, landscapers, businesses, government officials, agencies, and other stakeholders about invasive species, their identification, and methods of prevention, management, and control.

7. Cooperate in the development of grant proposals and other initiatives to seek funding that will support local invasive species management programs and projects.

8. Provide input to the Steering Committee.

9. Meet for the purpose of developing, documenting, and implementing a Strategic Invasive Species Management Plan (Plan) according to the objectives listed above.

10. Perform the necessary compliance actions to fulfill all legal and policy obligations.

11. Work through the Steering Committee to provide necessary information to:
    a. Amend and revise the Strategic Invasive Species Management Plan.
    b. Develop and implement Annual Operating Plans (AOPs).
    c. Revise this GA.

ARTICLE 6. MEMBERSHIP

It is mutually agreed and understood by and between the Partners that:

1. Each Partner will perform its responsibilities and activities described herein as an independent partner and not as an officer, agent, servant, or employee of any of the other partners hereto or of the LES-PRISM. Each Partner shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a formal legal partnership, affirmative obligation, joint venture or agency relationship between the Partners.

2. The principal contacts for this GA are the Steering Committee Representatives in Article 7 below.

3. The Partners may not have the necessary resources to support all LES-PRISM activities from their own budgets. The Partners will support all LES-PRISM activities to the extent feasible within each individual organization's own budget parameters and restrictions. Therefore, in addition to internally identified funds, if any, the Partners may jointly and individually seek funding and other support from other sources for LES-PRISM initiatives.

4. Interested landowners, land managers, scientists, academic institutions, agencies, non-governmental organizations, businesses, and members of the public may become part of the LES-PRISM by execution of the signature page entitled "Agreement", subject to ratification by a majority of Steering Committee representatives. The executed signature page shall be returned to the Steering Committee Chair for storage, distribution and majority ratification by all partners to this GA. Signature pages returned in this manner will be added to this agreement as addenda.

5. Each Partner will maintain its own insurance coverage, through commercial insurance, self-insurance, or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this GA.

6. Addenda may be appended to this document to increase the membership, geographic scope or taxonomic scope of the cooperative, subject to ratification by a majority of existing partners or their delegates.

7. This GA in no way restricts any partner from participating in similar agreements and/or activities with other public or private entities.

8. No member of or delegate to Congress shall be admitted to any share or part of this instrument, or any benefits that may arise therefrom.

9. All books, papers, documents, and data related to this GA shall be available for examination by officials having oversight authority in any of the organizations signing this GA.

ARTICLE 7. STEERING COMMITTEE AND ORGINIZATION

The Partners agree to establish a LES-PRISM Steering Committee. The Steering Committee will be interagency in nature. Members may be from the counties, state, federal, and regional levels of the organizations, and other Partners. As the LES-PRISM's priorities evolve, the Steering Committee may invite other county, state, federal and regional agencies, and non-governmental organizations to join. The Steering Committee, in consultation with all Partners to this GA, shall provide expertise and oversight to invasive species management activities within the LES-PRISM. A complete list of membership will be posted and maintained by LES-PRISM Coordinator or equivalent staff.

1. The Steering Committee membership may change over time but at the time of signing is expected to include representatives from these 12 (twelve) entities or specialties:

Entity
Worcester County
Wicomico County
Somerset County
Dorchester County
Non-profit organization
Wicomico NRCAC
DNR Forest Service
MDA
MDOT - SHA
Landowner
Local Ag Agency
University of MD

2. Meetings

At a minimum, the Steering Committee will make best efforts to meet on a quarterly basis. Coordination between meetings may occur through email and teleconferencing. Meeting agendas shall be published at least one week prior to a meeting. Draft minutes shall be distributed via email for comment. Final minutes shall be distributed to all members.

3. Decision Making

Decisions will be made on a majority basis by Steering Committee members.

4. Task Groups and Standing Group

The LES-PRISM may establish temporary task groups or standing work groups to support specific goals under this GA. Task groups may have a brief mission statement, goals, reporting requirements, leader, and members.

ARTICLE 8. MODIFICATION

This GA may be revised as necessary, by mutual consent of the partners, by issuance of a written amendment signed and dated by all Partners.

ARTICLE 9. OTHER PROVISIONS

Nothing in this GA shall be construed as obligating the Partners to this agreement to expend money, or involve any contract or other obligation for the future payment of money. This GA is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the partners to this GA will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be documented in separate written agreements between the particular partners involved, and independently authorized by appropriate statutory authority. This GA does not give such authority.

ARTICLE 10. DISPUTE RESOLUTION

In the event a dispute is identified by any of the Partners, the Partners agree to try and resolve the dispute in good faith, at the lowest organizational level within 30 days. If the dispute is not resolved within that time frame, the Partners agree to elevate the dispute to the next organizational level for resolution.

ARTICLE 11. TERMINATION AND WITHDRAWAL

Any Partner may terminate their participation in this GA at any time by providing written notice by certified mail to all Partners.

ARTICLE 12. EFFECTIVE DATE

This GA will become effective on the date of the last signature. This GA may be executed in counterparts, all of which together shall constitute a fully executed agreement. This agreement and the LES-PRISM may be terminated by a majority vote of the Partners.

In witness whereof, the Partner hereto has executed this LES-PRISM general agreement as of the date written below. By their signatures, the agencies, organizations, or individuals acknowledge that they have read, understood, and will abide by the foregoing statements.

_____

Name of organization (if an individual, individual's name)

_____

Authorizing signature Date

_____

Printed name and title

Please return one signed copy to the Chair, Victoria Spice at vspice@lowershorelandtrust.org

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

WESTON S. YOUNG
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

To: Commissioners

From: Roscoe R. Leslie

Date: August 27, 2021

RE: Sprinklers in Manufactured Homes

At our last meeting, the Commissioners voted to follow the State Fire Marshal's memo stating that sprinkler requirements in the International Residential Code (IRC) do not apply to federal Housing and Urban Development (HUD) certified manufactured homes.

We've drafted a resolution to formalize this policy.

Additionally, at the Commissioners' direction, an opinion from the State Attorney General's Office on the legality of the Fire Marshal's memo is pending. The AG's office is aware of the Commissioner's immediate desire to allow the sprinklers and has indicated it will prioritize the opinion over older ones. In fact, the office is currently soliciting input on its website.[1]

If the AG finds that the Fire Marshal's memo is legally correct, then the County's adoption of this policy now is uncontroversial.

If the AG finds that the Fire Marshal's memo is illegal, any manufactured homes installed without sprinklers will be illegal. Owners will be required to retrofit at their cost or be subject to fines.

[1] Maryland Attorney General Opinions

RESOLUTION NO. 21-__
RESOLUTION REGARDING AUTOMATIC FIRE SPRINKLER SYSTEMS IN MANUFACTURED HOMES

Recitals

A. The State of Maryland Office of the State Fire Marshal has issued guidance on the requirements for automatic fire sprinkler systems in one- and two-family dwellings, dated May 17, 2021;

B. The Memorandum states that manufactured homes do not require the installation of an automatic fire sprinkler system pursuant to federal Housing and Urban Development (HUD) requirements and the statewide requirements in COMAR 09.12.52.15;

C. The County Commissioners have determined it necessary and appropriate to establish a local policy to formally recognize the guidance within Worcester County.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the following policy derived from the May 17, 2021 guidance of the State Fire Marshal is adopted:

1. Manufactured homes used as dwelling units, as defined in COMAR 09.12.52.02, as from time to time amended, shall not be subject to the provisions of R313.2 One- and two-family dwellings automatic fire systems of the 2018 International Residential Code (IRC).

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

PASSED AND ADOPTED this _____ day of_____, 2021:

Attest:

County Commissioners of Worcester County, Maryland

_____
Weston S. Young
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

TEL: 410-632-1194
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WEB: www.co.worcester.md.us

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

July 29, 2021

The Honorable Brian E. Frosh
Maryland Attorney General
200 St. Paul Place
Baltimore, Maryland 21202
opinions@oag.state.md.us

Dear Attorney General Frosh:

On behalf of the County Commissioners of Worcester County, I write to seek the opinion of the Maryland Attorney General on the following question:

- Does Maryland law require the installation of fire sprinkler systems in manufactured homes that are constructed in accordance with the standards set by the U.S. Department of Housing and Urban Development?

Sincerely,

Joseph M. Mitrecic, President

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

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

LEGAL MEMORANDUM

To: Maryland Attorney General

From: Roscoe R. Leslie, County Attorney for Worcester County

Date: July 29, 2021

RE: Sprinklers in Manufactured Homes

Issue

Should Worcester County continue to enforce the State-imposed mandate requiring new manufactured homes to have fire sprinkler systems?

Background and Relevant Law

Maryland's law related to building codes is called the Maryland Building Performance Standards (Maryland Standards). Each jurisdiction in Maryland is required to use the same edition of the same building codes that are the International Building Code (IBC), the International Residential Code (IRC), and the International Energy Conservation Code (IECC).[1]

Generally, the Maryland Standards apply to all buildings for which a building permit application is received by a local jurisdiction.[2] A building permit application is required for a manufactured home in Worcester County. IRC 313.2 requires fire sprinkler systems to be installed in all new one- and two-family dwellings.

Manufactured homes are homes built as dwelling units of at least 320 square feet in size with a permanent chassis to assure the initial and continued transportability of the home. All transportable

[1] COMAR 09.12.51.05.

[2] COMAR 09.12.51.06.

sections of manufactured homes built in the U.S. after June 15, 1976 must contain a certification label. The label certifies that the manufacturer has built the home in accordance with HUD's Manufactured Home Construction and Safety Standards (HUD Standards). The HUD Standards cover Body and Frame Requirements, Thermal Protection, Plumbing, Electrical, Fire Safety, and other aspects of the home, published under 24 CFR Part 3280.

Federal law indicates that states can assert jurisdiction over any manufactured home safety issue if no federal standard has been established.[3] According to HUD's website, state-mandated fire sprinkler system requirements are not preempted by the HUD Standards:

> Fire sprinkler systems are being increasingly required by state and local governments for all new single-family homes. Though HUD always had general fire safety standards, HUD had no standard for mechanical fire suppression. HUD has long held that **state and local sprinkler requirements are, therefore, not preempted** by the general fire safety standards.[4] [emphasis added]

COMAR mandates that HUD-approved manufactured homes are acceptable as meeting safety requirements imposed by local enforcement agencies without further investigation.[5]

On May 17, 2021, the Office of the State Fire Marshal issued guidance regarding fire sprinkler requirements for one- and two-family dwellings. The guidance indicated sprinklers were required for "stick built" and modular homes, but not for manufactured homes. The guidance cites federal preemption by the HUD standards as its basis for HUD-approved manufactured homes being exempt from the sprinkler requirements of the Maryland Standards. It is unclear if any new law or regulation precipitated the issuance of the guidance.

---

[3] 42 U.S.C.A. § 5422(a).

[4] *See* FAQs - The 2000 Act | HUD.gov / U.S. Department of Housing and Urban Development (HUD), last accessed July 27, 2021.

[5] COMAR 09.12.52.15(G)(1).

Analysis and Opinion

Manufactured homes are single family dwellings that require the application of a building permit. Accordingly, the Maryland Standards apply and fire sprinkler systems are required for all new manufactured homes.

Worcester County enforces the Maryland Standards with respect to fire sprinkler systems in new single-family dwellings—there are no additional standards imposed by local law enforcement.

Because the HUD Standards have no standard for mechanical fire suppression, the Maryland Standards are not preempted and appear to apply to manufactured homes.

In conclusion, it appears that Worcester County is required to enforce Maryland's mandated fire sprinkler requirements for new manufactured homes. However, this analysis is inconsistent with the guidance issued by the Office of the State Fire Marshal on May 17, 2021.

Materials

www.dsd.state.md.us_comar_comarhtml_09_09.12.51.05.htm	2
www.dsd.state.md.us_comar_comarhtml_09_09.12.51.06.htm	3
Section R313	4
5422 State enforcement	5
FAQs - The 2000 Act _ HUD.gov _ U.S. De...of Housing and Urban Development (HUD)	8
www.dsd.state.md.us_comar_comarhtml_09_09.12.52.15.htm	14
2021-05-17 Automatic Sprinkler Requirements for Dwellings	16

09.12.51.05

.05 Maryland Building Performance Standards.

A. The IBC, IRC, and IECC, as modified in Regulation .04 of this chapter, shall constitute the Maryland Building Performance Standards.

B. Local Amendments.

(1) Each local jurisdiction:

(a) May by local amendment modify the provisions of the Standards to address conditions peculiar to the local jurisdiction's community;

(b) May adopt and amend the IGCC to be part of the Standards applicable in the local jurisdiction.

(c) May not adopt any amendments that weaken the requirements of the IECC or Chapter 13 of the IBC;

(d) Except as set forth in Public Safety Article, §12-504(a)(1)(iii), Annotated Code of Maryland, may not adopt any amendments that weaken the automatic fire sprinkler systems provisions for townhouses and one- and two-family dwellings contained in the Standards; and

(e) May not adopt amendments that weaken the wind design and wind–borne debris provisions contained in the Standards.

(2) If a local jurisdiction adopts a local amendment, the Standards as amended by the local jurisdiction shall apply in that local jurisdiction.

(3) If a local amendment conflicts with the provisions of the Standards, the provisions of the local amendment shall prevail in the local jurisdiction.

(4) Local amendments shall be submitted to the Department:

(a) At least 15 days before the effective date of the amendment; or

(b) In the case of an emergency adoption of a local amendment, within 5 days after the local amendment's adoption.

09.12.51.06

.06 Application of the Standards.

A. Except as provided in §§B and C of this regulation, the Standards shall apply to all buildings and structures within the State for which a building permit application is received by a local jurisdiction.

B. A local jurisdiction shall implement and enforce the Standards and any local amendments within 12 months of the effective date of any amendments by the Department to this chapter.

C. The provisions of Public Safety Article, §12-508, Annotated Code of Maryland, modify and determine the applicability of the Standards to agritourism.

other surface below on the exterior of the building, the operable window shall comply with one of the following:

1. Operable window openings will not allow a 4-inch-diameter (102 mm) sphere to pass through where the openings are in their largest opened position.
2. Operable windows are provided with window fall prevention devices that comply with ASTM F2090.
3. Operable windows are provided with window opening control devices that comply with Section R312.2.2.

R312.2.2 Window opening control devices. Window opening control devices shall comply with ASTM F2090. The window opening control device, after operation to release the control device allowing the window to fully open, shall not reduce the net clear opening area of the window unit to less than the area required by Section R310.2.1.

SECTION R313
AUTOMATIC FIRE SPRINKLER SYSTEMS

R313.1 Townhouse automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in *townhouses*.

Exception: An automatic residential fire sprinkler system shall not be required where *additions* or *alterations* are made to existing *townhouses* that do not have an automatic residential fire sprinkler system installed.

R313.1.1 Design and installation. Automatic residential fire sprinkler systems for *townhouses* shall be designed and installed in accordance with Section P2904 or NFPA 13D.

R313.2 One- and two-family dwellings automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in one- and two-family *dwellings*.

Exception: An automatic residential fire sprinkler system shall not be required for *additions* or *alterations* to existing buildings that are not already provided with an automatic residential sprinkler system.

R313.2.1 Design and installation. Automatic residential fire sprinkler systems shall be designed and installed in accordance with Section P2904 or NFPA 13D.

SECTION R314
SMOKE ALARMS

R314.1 General. Smoke alarms shall comply with NFPA 72 and Section R314.

R314.1.1 Listings. Smoke alarms shall be *listed* in accordance with UL 217. Combination smoke and carbon monoxide alarms shall be *listed* in accordance with UL 217 and UL 2034.

R314.2 Where required. Smoke alarms shall be provided in accordance with this section.

R314.2.1 New construction. Smoke alarms shall be provided in *dwelling units*.

R314.2.2 Alterations, repairs and additions. Where *alterations*, *repairs* or *additions* requiring a permit occur, the individual *dwelling unit* shall be equipped with smoke alarms located as required for new *dwellings*.

Exceptions:

1. Work involving the exterior surfaces of *dwellings*, such as the replacement of roofing or siding, the *addition* or replacement of windows or doors, or the addition of a porch or deck.
2. Installation, alteration or repairs of plumbing or mechanical systems.

R314.3 Location. Smoke alarms shall be installed in the following locations:

1. In each sleeping room.
2. Outside each separate sleeping area in the immediate vicinity of the bedrooms.
3. On each additional *story* of the *dwelling*, including *basements* and *habitable attics* and not including crawl spaces and uninhabitable *attics*. In *dwellings* or *dwelling units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full *story* below the upper level.
4. Smoke alarms shall be installed not less than 3 feet (914 mm) horizontally from the door or opening of a bathroom that contains a bathtub or shower unless this would prevent placement of a smoke alarm required by this section.

R314.3.1 Installation near cooking appliances. Smoke alarms shall not be installed in the following locations unless this would prevent placement of a smoke alarm in a location required by Section R314.3.

1. Ionization smoke alarms shall not be installed less than 20 feet (6096 mm) horizontally from a permanently installed cooking *appliance*.
2. Ionization smoke alarms with an alarm-silencing switch shall not be installed less than 10 feet (3048 mm) horizontally from a permanently installed cooking *appliance*.
3. Photoelectric smoke alarms shall not be installed less than 6 feet (1828 mm) horizontally from a permanently installed cooking *appliance*.

R314.4 Interconnection. Where more than one smoke alarm is required to be installed within an individual dwelling unit in accordance with Section R314.3, the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual *dwelling unit*. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm.

R314.5 Combination alarms. Combination smoke and carbon monoxide alarms shall be permitted to be used in lieu of smoke alarms.

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United States Code Annotated
Title 42. The Public Health and Welfare
Chapter 70. Manufactured Home Construction and Safety Standards (Refs & Annos)

42 U.S.C.A. § 5422

§ 5422. State enforcement

Effective: December 27, 2000
Currentness

(a) Jurisdiction of State agency or court under State law

Nothing in this chapter shall prevent any State agency or court from asserting jurisdiction under State law over any manufactured home construction or safety issue with respect to which no Federal manufactured home construction and safety standard has been established pursuant to the provisions of section 5403 of this title.

(b) Assumption of responsibility for enforcement of Federal standards; submission of enforcement plan to Secretary

Any State which, at any time, desires to assume responsibility for enforcement of manufactured home safety and construction standards relating to any issue with respect to which a Federal standard has been established under section 5403 of this title, shall submit to the Secretary a State plan for enforcement of such standards.

(c) Criteria for approval of State plan by Secretary

The Secretary shall approve the plan submitted by a State under subsection (b), or any modification thereof, if such plan in his judgment--

(1) designates a State agency or agencies as the agency or agencies responsible for administering the plan throughout the State;

(2) provides for the enforcement of manufactured home safety and construction standards promulgated under section 5403 of this title;

(3) provides for a right of entry and inspection of all factories, warehouses, or establishments in such State in which manufactured homes are manufactured and for the review of plans, in a manner which is identical to that provided in section 5413 of this title;

(4) provides for the imposition of the civil and criminal penalties under section 5410 of this title;

(5) provides for the notification and correction procedures under section 5414 of this title;

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(6) provides for the payment of inspection fees by manufacturers in amounts adequate to cover the costs of inspections;

(7) contains satisfactory assurances that the State agency or agencies have or will have the legal authority and qualified personnel necessary for the enforcement of such standards;

(8) give satisfactory assurances that such State will devote adequate funds to the administration and enforcement of such standards;

(9) requires manufacturers, distributors, and retailers in such State to make reports to the Secretary in the same manner and to the same extent as if the State plan were not in effect;

(10) provides that the State agency or agencies will make such reports to the Secretary in such form and containing such information as the Secretary shall from time to time require;

(11) with respect to any State plan submitted on or after the expiration of the 5-year period beginning on December 27, 2000, provides for an installation program established by State law that meets the requirements of section 5404(c)(3) of this title;

(12) with respect to any State plan submitted on or after the expiration of the 5-year period beginning on December 27, 2000, provides for a dispute resolution program for the timely resolution of disputes between manufacturers, retailers, and installers of manufactured homes regarding responsibility, and for the issuance of appropriate orders, for the correction or repair of defects in manufactured homes that are reported during the 1-year period beginning on the date of installation; and

(13) complies with such other requirements as the Secretary may by regulation prescribe for the enforcement of this chapter.

(d) Notice and hearing prior to rejection by Secretary of State plan

If the Secretary rejects a plan submitted under subsection (b), he shall afford the State submitting the plan due notice and opportunity for a hearing before so doing.

(e) Discretionary enforcement by Secretary of standards in State having approved plan

After the Secretary approves a State plan submitted under subsection (b), he may, but shall not be required to, exercise his authority under this chapter with respect to enforcement of manufactured home construction and safety standards in the State involved.

(f) Annual evaluation by Secretary of execution of State plan; basis of evaluation; submission of evaluation and data to Congress; determination by Secretary of improper administration, etc., of State plan; procedure; effect of determination

The Secretary shall, on the basis of reports submitted by the designated State agency and his own inspections, make a continuing evaluation of the manner in which each State having a plan approved under this section is carrying out such plan. Such evaluation shall be made by the Secretary at least annually for each State, and the results of such evaluation and the inspection reports on

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which it is based shall be promptly submitted to the appropriate committees of the Congress. Whenever the Secretary finds, after affording due notice and opportunity for a hearing, that in the administration of the State plan there is a failure to comply substantially with any provision of the State plan or that the State plan has become inadequate, he shall notify the State agency or agencies of his withdrawal of approval of such plan. Upon receipt of such notice by such State agency or agencies such plan shall cease to be in effect, but the State may retain jurisdiction in any case commenced before the withdrawal of the plan in order to enforce manufactured home standards under the plan whenever the issues involved do not relate to the reasons for the withdrawal of the plan.

(g) Enforcement of dispute resolution standards

(1) Establishment of dispute resolution program

Not later than the expiration of the 5-year period beginning on December 27, 2000, the Secretary shall establish a dispute resolution program that meets the requirements of subsection (c)(12) for dispute resolution in each State described in paragraph (2) of this subsection. The order establishing the dispute resolution program shall be issued after notice and opportunity for public comment in accordance with section 553 of Title 5.

(2) Implementation of dispute resolution program

Beginning on the expiration of the 5-year period described in paragraph (1), the Secretary shall implement the dispute resolution program established under paragraph (1) in each State that has not established a dispute resolution program that meets the requirements of subsection (c)(12).

(3) Contracting out of implementation

In carrying out paragraph (2), the Secretary may contract with an appropriate agent to implement the dispute resolution program established under paragraph (2), except that such agent shall not be a person or entity other than a government, nor an affiliate or subsidiary of such a person or entity, that has entered into a contract with the Secretary to implement any other regulatory program under this chapter.

CREDIT(S)

(Pub.L. 93-383, Title VI, § 623, Aug. 22, 1974, 88 Stat. 712; Pub.L. 96-399, Title III, § 308(c)(4), Oct. 8, 1980, 94 Stat. 1641; Pub.L. 97-35, Title III, § 339B(c), Aug. 13, 1981, 95 Stat. 417; Pub.L. 106-569, Title VI, §§ 603(b)(5), 605(b), 610, Dec. 27, 2000, 114 Stat. 2999, 3008, 3011.)

Notes of Decisions (3)

42 U.S.C.A. § 5422, 42 USCA § 5422
Current through PL 117-27 with the exception of PL 116-283, Div. A, Title XVIII, which takes effect January 1, 2022.

End of Document

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FAQS - MANUFACTURED HOUSING IMPROVEMENT ACT OF 2000

The Manufactured Housing Improvement Act of 2000 (2000 Act) significantly amended the Manufactured Housing Construction and Safety Standards Act (the Act) by creating new mandates for manufactured home installation and dispute resolution. Other significant amendments included a requirement that the Secretary establish the Manufactured Housing Consensus Committee (MHCC) and an authorization for the Secretary to appoint a non-career Administrator of the manufactured housing program. Though budget restrictions have slowed the Department's implementation of the new installation and dispute resolution programs, HUD believes it has otherwise fully implemented the requirements of the 2000 Act.

Below are HUD's responses to a number of questions that have been frequently asked regarding the 2000 Act.

1. Does the Manufactured Housing Improvement Act of 2000 (2000 Act) require HUD to appoint a non-career administrator for the manufactured housing program?

No, the 2000 Act leaves the decision to make this appointment to the Administration. Section 620(a) of the Act grants the Secretary the authority to collect fees from manufactured home manufacturers and use the money to offset the expenses incurred by the Secretary in carrying out the Act. Section 620(a)(1) enumerates seven expenses that these fees funds may be used to offset. As provided in Section 620(a)(1)(C), one of those expenses is "the funding for a non-career administrator within the Department to administer the manufactured housing program." Section 620(a)(2) then repeats that the Secretary may use fee money to pay for the seven expenses listed in 620(a)(1). HUD's General Counsel has concluded that the 2000 Act, in particular Section 620(a)(1), contains no express or implied requirement for the Secretary to appoint a non-career administrator. Outside of Section 620(a)(1)(C), there are no other references to the non-career administrator in the 2000 Act. In contrast, many of the other expenses listed in Section 620(a)(1) have cross citations to the relevant parts of the Act that mandate the Secretary to take action.

2. What role does the 2000 Act give to the Manufactured Housing Consensus Committee (MHCC)?

The MHCC is established in Section 604(a)(3) of the 2000 Act. The MHCC essentially replaced the National Manufactured Home Advisory Council that was established by prior Section 605. The legislative history of the 2000 Act describes the MHCC as "designed to develop and recommend additions, revisions, and interpretations to the Manufactured Home Construction and Safety Standards and enforcement regulations to the Secretary of HUD" (House Report 106-553). Section 604(a)(3)(A), the MHCC's purposes clause, confirms that the MHCC is established to provide the Secretary with recommendations regarding the construction and safety standards and enforcement regulations. Section 604(a)(3)(A)(iv) specifically describes the MHCC as "an advisory committee not composed of Federal employees." Accordingly, the MHCC has been chartered as a Federal advisory committee, subject to the Federal Advisory Committee Act (FACA). That being said, the program office and program counsel have worked closely with the MHCC on all HUD standards and regulations. HUD published an interpretive rule regarding the MHCC process in the Federal Register on February 5, 2010. That rule clarified the statutory language regarding the matters that are subject to MHCC review. Since the Department first chartered the MHCC as a federal advisory committee in 2002, HUD's consistent position had always been that Congress did not intend the MHCC to be more than a HUD advisory committee for standards and regulations. As a private advisory body not composed of federal employees, MHCC members are not required to comply with Federal ethics laws and do not have HUD's responsibilities for public safety and consumer protection. As this interpretive rule makes clear, the Department is not required to involve the MHCC in program decisions unless they would be considered rules under the Administrative Procedure Act (APA). HUD's lawyers have found nothing in the 2000 Act or the Congressional Record that authorizes a broader, more governmental role for the MHCC.

Significant amendments were made to the MHCC charter and MHCC bylaws in January 2010. HUD developed the new charter and bylaws during several months of discussions with the Committee Management Secretariat at the General Services Administration (GSA) and HUD's Office of Ethics Counsel. GSA staff, who monitor all of the nearly one thousand federal advisory committees, are the experts in this field. After carefully reviewing the 2000 Act, GSA agreed with HUD that, despite the complex rulemaking process HUD and the MHCC must observe, Congress did not intend for the MHCC to be anything other than a federal advisory committee. GSA was especially helpful in pointing out provisions in the prior organizing documents that were either unnecessary or otherwise out-of-step with normal federal advisory committee practice. As a federal advisory committee, the members of the MHCC are essentially part time HUD volunteers who play a vital part in updating HUD's standards and regulations. The revised charter and bylaws were expected to bring better organization to the MHCC process so that HUD could maintain a three-year revision cycle as do most other code bodies.

3. Does the 2000 Act give the MHCC broad oversight authority and jurisdiction over HUD's Manufactured Housing Program?

No. Some have claimed that the 2000 Act gave the MHCC broad oversight authority and jurisdiction over HUD's Manufactured Housing Program. However, no oversight authority or jurisdiction is provided for the MHCC by the 2000 Act, nor is it mentioned in the Congressional legislative history of the 2000 Act. The MHCC is actually a HUD Federal advisory committee. Though Congress designed a complex working relationship for the MHCC and HUD regarding standards and regulations, it did not provide the MHCC with the inherently governmental authority to affect the administration and enforcement of the HUD manufactured housing program itself.

4. Does HUD By-Pass the MHCC in the Final Stages of Rulemaking?

No. Once an MHCC proposal is submitted to HUD, HUD must follow the rulemaking process provided for in the Administrative Procedure Act (APA), 5 U.S.C. ? 551 et seq. Though HUD may continue to consult with the MHCC after a proposal is submitted, the MHCC is simply not a part of the APA process.

When the MHCC was formed in 2002, it was soon realized that certain language in the 2000 Act regarding MHCC submissions to the Secretary was impractical. Section 604(a)(4)(ii) requires that the MHCC submit proposed revised standards "in the form of a proposed rule, including an economic analysis." It was recognized by all involved that the MHCC did not have the technical expertise to present the Secretary with a rule package that would comply with the requirements of the Federal Register and the APA. As a result, HUD and the MHCC agreed that the MHCC would prepare the rule itself, while HUD would collect the necessary supporting information and then prepare the proposed rule for the MHCC's approval. Once the completed package is approved by the MHCC, it is then subject to a lengthy review and clearance process, first within the Department and then by the Office of Management and Budget (OMB) and finally Congress. Some minor changes are invariably made during this process before the proposed rule is published in the Federal Register for public comment.

Once public comments are received, they are all reviewed by HUD, and the final rule is normally subject to some changes in response to the comments. However, the APA requires the Department to clearly identify all changes in the final rule that affect the substance of the proposed rule. The final rule is then subject to review and clearance both within HUD and at OMB, during which additional changes are possible. Only then can the final rule be published in the Federal Register and become law.

5. Does the 2000 Act require HUD to present its interpretations of the manufactured housing standards and regulations to the MHCC for review and comment before it can enforce them?

No. The MHCC is a HUD Federal advisory committee for standards and regulations. Accordingly, the Department engages extensively with the MHCC on every rulemaking. HUD added provisions to both the installation and dispute resolution rules to provide the MHCC with continued rulemaking involvement equal to that established in section 604(a)(3)(A) of the Act for the construction and safety standards and regulations.

Once rules are published, however, enforcement of those rules is the responsibility of the Department, not the MHCC. It is a fundamental tenet of administrative law that the agency that promulgates a rule may interpret that rule as necessary for purposes enforcement. Indeed the courts defer to an agency's interpretation so long as it is reasonable. Section 604(a)(3)(A) of the 2000 Act authorizes the MHCC to propose interpretations of the construction and safety standards and regulations to the Secretary. Section 604(b)(2) of the 2000 Act also authorizes the

MHCC to propose interpretive bulletins to the Secretary to clarify the meaning of a construction and safety standard or regulation. However, neither section suggests that HUD must suspend enforcement of its standards and regulations while the MHCC develops such proposals. However, if the MHCC disagrees with an enforcement decision made by HUD, the MHCC may develop and propose its own interpretation or interpretive bulletin for the Secretary's consideration.

6. How does HUD justify shifting the emphasis of the manufactured housing program toward quality assurance without the review and approval of the MHCC?

The 2000 Act does not require HUD to consult the MHCC before it interprets and enforces its own regulations. However, as part of its renewed emphasis on quality assurance and plant certification, HUD did propose to the MHCC that they work together to revise the regulations for the Primary Inspection Agencies (PIAs). Those regulations include the rules that govern quality assurance and plant certification. Though the MHCC had previously worked closely with HUD to develop regulations such as On-Site Completion of Construction for Manufactured Homes, certain members now object that such cooperation with HUD was not permitted by the 2000 Act. HUD then developed revisions to these regulations internally and presented them to the MHCC for their 120 day written comment period as required by Section 604(b)(3)(ii). The MHCC eventually voted not to submit written comments on these revisions.

By way of background: following life-threatening production defects that were discovered in 2006, HUD decided to increase its emphasis on the enforcement of its quality assurance regulations at 24 CFR 3282.203(c) and (d). As part of this emphasis, HUD significantly changed the expectations for its agents that inspect production in the plant, known as PIAs. HUD had previously emphasized code compliance with the PIAs, essentially asking the PIAs to serve as building inspectors of the finished products. The new emphasis asked PIAs to verify that the quality assurance systems for manufacturing required by 24 CFR 3282.203(c) and (d) were in place and effective. Compliance with 24 CFR 3282.203(c) is essential to a manufacturing plant's certification (license) to produce HUD-code homes. More importantly, HUD considers effective quality assurance as the best way to eliminate the defects and imminent safety hazards that can threaten consumer safety and ultimately provide cost savings benefits to the manufacturers. HUD published field guidance for the PIAs, and established a process of cooperative assistance to facilitate the updating of existing quality assurance practices and plant certifications. If the manufacturer elects the cooperative assistance process, no enforcement action is taken by HUD. This process was designed to be a collective effort by all parties to identify elements that may be missing from a manufacturer's quality assurance manual and then ensure that those elements are both updated and implemented in manufacturer's quality control programs and that plant certification is updated accordingly.

7. Does HUD discriminate against the industry in selecting MHCC members?

No. In 2009, the Administration began barring federally registered lobbyists from serving on advisory committees. Accordingly, in 2010 the FHA Commissioner decided not to appoint representatives of industry groups the Manufactured Housing Institute (MHI) or the Manufactured Housing Association for Regulatory Reform (MHARR) to the MHCC. MHARR objected to that decision. However, the producer category included representatives from the following manufacturers: Cavco, Clayton, Cavalier, Champion and ScotBilt. Also in the producer category were two retailers, one of whom previously owned and operated the manufacturer Burlington Homes. The producer category therefore had a full compliment of industry representatives. Also on the MHCC, though in the general interest category, was the former Vice President of Technical Activities for MHI.

8. Why has HUD's third-Party administering organization had interruptions in service to the MHCC?

When the MHCC was first formed in 2002, the Department executed a contract with the National Fire Protection Association (NFPA) as the MHCC's Administering Organization (AO). When this response was prepared in 2010, HUD still maintained a contract with the NFPA for these services. The NFPA is recognized as one of the foremost experts at maintaining the consensus process established by the American National Standards Institute (ANSI). The 2000 Act requires HUD to follow ANSI procedures and even apply to ANSI for accreditation. This application was denied in 2002 for a number of reasons, the most significant being the lack of the appeals process that ANSI requires.

From 2002 to 2010, there were two gaps in NFPA's service, one when the original contract expired before the procurement process for the new contract was completed, and another when HUD's Office of Procurement suspended NFPA's service to examine the form of certain payments. During both gaps in service, HUD's manufactured housing program office took on the

AO's responsibilities, which included scheduling of teleconference meetings, preparation of meeting minutes, and distribution of numerous documents. While the MHCC members themselves expressed appreciation for the efforts of the program office, others complained that HUD would use these gaps in service to undermine the MHCC. HUD can now say that this concern was completely unwarranted.

9. Does the 2000 Act expand the scope of federal preemption?

No, though revised language in Section 604(d) does require that the original preemption provision be "broadly and liberally construed." HUD does in fact take a broad and liberal view with regard to preemption of state and local standards when they actually conflict with HUD's Manufactured Home Construction and Safety Standards (construction and safety standards). Whenever the HUD program office receives information that suggests that a local jurisdiction is trying to enforce its own construction or safety standard against an element of performance that is addressed by HUD's construction and safety standards, a letter is written to that jurisdiction informing them that such local laws are subject to federal preemption under the Act.

Section 604(d) provides that if a home is built to the HUD code, state and local building authorities may not apply their own codes that are "applicable to the same element of performance." HUD has always understood that federal preemption of state and local codes is one of the biggest competitive advantages the HUD-code manufactured housing industry has over-site built and modular housing. Maintaining the viability of federal preemption is therefore critical to the entire HUD-code business model. For preemption to work, however, the Act requires that HUD's construction and safety standards address the same elements of performance as the International Residential Code (IRC) and other state and local codes. Otherwise local code authorities are free to enforce their own code provisions. The Department and the MHCC therefore concentrate on maintaining preemption by updating the elements of performance addressed by the construction and safety standards.

A good example would be fire sprinkler systems. Fire sprinkler systems are being increasingly required by state and local governments for all new single family homes. Though HUD always had general fire safety standards, HUD had no standard for mechanical fire suppression. HUD has long held that state and local sprinkler requirements are, therefore, not preempted by the general fire safety standards. This left state and local government free to dictate all elements of the sprinkler system that a manufactured home must have in order to be sited in the jurisdiction. The fire sprinklers standard that HUD proposed in 2010 would change all of that. During the MHCC review process, and then again in public during the comment period for the proposed rule, industry experts had the chance to work with HUD to develop, in this case, a cost effective sprinkler system that can be installed during the production process. And this standard would only apply in those jurisdictions that require fire sprinklers. This is an important point because there are concerns that HUD intends to require fire sprinklers in all manufactured homes. That is simply not the case.

10. Does federal preemption apply to the Model Manufactured Home Installation Standards (installation standards) mandated by the 2000 Act?

No. The 2000 Act added language to section 604(d) that specifically guarantees that the federal installation standards will not preempt State installation standards:

Subject to section 605, there is reserved to each State the right to establish standards for the stabilizing and support systems of manufactured homes sited within that State, and for the foundations on which manufactured homes sited within that State are installed, and the right to enforce compliance with such standards . . .

Furthermore, the legislative history includes this statement from House Banking and Financial Services Chairman Leach: "The revisions to section 604 would . . . reinforce the proposition that installation standards and regulations remain under the exclusive authority of each state." (Dec. 5, 2000, Cong. Rec. H11987), (emphasis added). In Additional Views that were included in the House Report on the bill, Ranking Member LaFalce noted that ". . . for the first time, we will be setting a national minimum installation standard . . ." H. Rpt. 106-553 pg. 182, (emphasis added). In earlier floor remarks, Rep. LaFalce had said: "States that wish to have their own installation standards may continue to do so, as long as they provide protections comparable to the model standards" (Oct. 24, 2000, Cong. Rec. H10685).

11. Could HUD have made the installation standards preemptive by publishing them in the same section of the Code of Federal Regulations (CFR) as the construction and safety standards?

No. As a matter of law, no decision by HUD, including a decision regarding publication of its implementing regulations, could diminish the force and effect of an Act of Congress. Congress clearly stated in the 2000 Act that it did not intend for installation standards to be preemptive of state and local requirements.

12. Why did HUD publish the installation standards in a new section of the CFR?

HUD codified the installation standards and regulations in new parts of the CFR as a matter of administrative necessity, in order to maintain the clear distinctions the 2000 Act makes between installation and construction. The regulatory structure Congress has provided in section 605 of the 2000 Act for enforcement of the installation standards is entirely different from the enforcement authority it previously gave HUD for the construction and safety standards. Primary enforcement authority for installation is found only in section 605 itself, which provides limited authority to enforce consumer interests while adding entirely new requirements regarding the licensing and training of installers. Given the relatively broad enforcement authority the Act provides for construction and safety programs, HUD considered separate publication of these standards and regulations as fundamental to maintaining the regulatory separation necessary to administer two such different programs.

13. Did HUD's publication of the installation standards in a new section of the CFR deprive the MHCC of future involvement in development of these rules?

No. The 2000 Act itself does not provide the MHCC with any role for the installation standards beyond the development of an initial proposal for submission to the HUD Secretary. To address this shortcoming of the 2000 Act, HUD added provisions to both the installation standards and regulations that specifically provide the MHCC with continued rulemaking involvement equal to that established in Section 604(a)(3)(A) of the 2000 Act for the construction and safety standards and regulations. (See 24 CFR 3285.1(c) and 24 CFR 3286.15)

14. Did HUD's publication of the Manufactured Home Dispute Resolution Program (dispute resolution program) rules mandated by the 2000 Act in a new section of the CFR deprive the MHCC of future involvement in development of these rules?

No. Section 623(g) of the 2000 Act requires the HUD Secretary to establish a dispute - resolution program. As with the installation standards and regulations, HUD chose to codify the dispute-resolution program regulations in new part of the CFR as a matter of administrative necessity. This time it was codified to maintain the clear distinction between the manufactured housing program's enforcement of the installation and construction standards and HUD's administration of a forum for the resolution of disputes among private parties. The 2000 Act provides no role for the MHCC in the development of the rules for this program. Nevertheless, HUD fully included the MHCC in the development of the dispute resolution program rules that were published as final rules in May of 2007. Just as with the installation standards and regulations, HUD specifically added language to the dispute resolution regulations to provide the MHCC with continued rulemaking involvement equal to that established in Section 604(a)(3)(A) of the 2000 Act for the construction and safety standards and regulations. (See 24 CFR 3288.305)

15. Does the 2000 Act require HUD to get approval from Congress to raise the label fee?

The language that Congressional appropriators included each year since passage of the 2000 Act (" . . . fees pursuant to Section 620 shall be modified as necessary to ensure such a final fiscal year . . . appropriation") had given HUD the authorization necessary to publish a rule proposing to raise the manufactured housing label fee in order to support the appropriated level.

16. What can HUD do to encourage new and advanced technology?

HUD freely accepts and often grants applications to use innovative technologies under its rules for Alternative Construction of manufactured homes. (24 CFR 3282.14) Some have complained that the Act itself has restraints that limit the technological evolution of manufactured housing. This has generally been in reference to the Act's definition of "manufactured home," which requires construction to be on "a permanent chassis." (Section 603(6)). Any decision to remove the permanent chassis requirement would be a legislative issue for Congress to address, not HUD.

17. How does HUD explain that a single series of companies has held the contract to monitor the performance of its inspection agents since 1976?

IBTS is a 501(c)(3) organization. Its five member board includes representatives from The

National League of Cities, the Council of State Governments, The International City/County Management Association, The National Governor's Association, and The National Association of Counties. While this organization and its predecessors had in fact performed the monitoring function for over 30 years, it had always done so under the competitive bidding processes required and specified under the Federal Acquisitions Regulations (FAR). IBTS and its predecessors had always provided exemplary service to HUD, with an uninterrupted history of unqualified audits.

As required by Section 620(a)(2) the 2000 Act, the Department has competed and awarded separate contracts for services such as training and electronic data management. These functions had previously been part of a larger umbrella contract held by IBTS predecessor Housing and Building Technology. Under new restrictions imposed by Section 620(a)(2), a contractor is only eligible for one contract related to this program. However, there is nothing in the 2000 Act that prevents a contractor from continuing to be awarded any single contract for any set of services required by this program.
The manufactured housing monitoring contract requires performance monitoring of the HUD agents that inspect manufactured home design and production. The contractor must also maintain a library of all manufactured housing design pages, produce and distribute HUD compliance labels, collect HUD compliance label fees, and verify missing label information as requested by lenders, zoning officials and others. These have become highly specialized activities, and it should come as no surprise that few bids have come when this contact has been competed over the years. Given the restrictions that the 2000 Act has placed on manufactured housing program contractors, HUD does not expect to see an increase in bidders going forward.

Agency

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09.12.52.15

.15 Manufactured Home Procedures.

A. General. The Federal Act gives the U.S. Department of Housing and Urban Development (HUD) complete jurisdiction over the design and construction of manufactured homes, effective June 15, 1976. The Federal Act supersedes all state laws on this subject. All manufactured home units manufactured after the effective date of the Federal Act shall bear the HUD label to be lawfully sold anywhere in the United States.

B. Authority of the Department. The Department is a State Administrative Agency pursuant to the Federal Act, authorized to administer and enforce the federal program in the State. The powers and responsibilities of the Department are set forth in Public Safety Article, §12-312, Annotated Code of Maryland.

C. Manufactured Homes Not Bearing HUD Label. A person may not sell or offer for sale to the first user in Maryland any manufactured home that is manufactured after January 1, 1973, unless it bears the insignia of the Department or is certified and labeled under the Federal Act.

D. Repealed.

E. Manufactured Home Installation.

(1) Stabilizing devices for manufactured homes bearing HUD labels shall be installed in accordance with the manufacturer's installation instructions provided with the unit pursuant to §3280.306 of the federal regulations.

(2) When the information for stabilizing device materials is not provided in the manufacturer's installation instructions, the materials shall be as approved by the local enforcement agency.

(3) When a manufactured home is located in an area subjected to frost heave, the footings and load-carrying portion of the ground anchors shall extend below the frost line or as per the requirements established by the local enforcement agency.

F. Enforcement Generally. Enforcement shall be in accordance with the Federal Regulations, codified at 24 CFR Part 3282, Subpart G.

G. Enforcement in Localities.

(1) Manufactured homes bearing the HUD label shall be acceptable in all localities as meeting the requirements of the Act, and shall be acceptable as meeting the requirements of safety to life, health, and property imposed by any local enforcement agency in this State without further investigation, testing, or inspection.

(2) Notwithstanding §G(1) of this regulation, local enforcement agencies are responsible for the following functions with respect to manufactured homes bearing the HUD labels:

(a) Verification that the unit has not been damaged in transit;

(b) Verification that the unit bears the HUD label and all other pertinent documents, including consumer manuals, installation manuals, and record of purchase cards provided with the unit pursuant to the Federal Regulations;

(c) Inspection and verification to assure that the unit is installed in accordance with these regulations; and

(d) Inspection of manufactured home alteration and add-ons to ensure that they do not cause a failure of the manufactured home to conform with the Federal Regulations.

(3) Local enforcement agencies may enforce local requirements for zoning, fire limits or fire districts, utility connections, site preparation and issuance of all required permits.

(4) Action Upon Violation.

(a) When the local enforcement agencies find violations of the Federal Regulations concerning construction of the manufactured homes, they shall forward notice of these violations to the Department.

(b) When damage is discovered or suspected, local enforcement agencies may require tests on plumbing, fuel burning, and electrical systems to determine the extent of damage.

(c) If it is determined that manufactured home installations, alterations, or add-ons are not in accordance with this chapter, local enforcement agencies are responsible for ensuring that the unit is brought into compliance. Local enforcement agencies may refer apparent violations of this chapter to the appropriate State's attorney for enforcement of the Act.

H. Restrictions on Distributors and Dealers.

(1) Alterations. A distributor or dealer may not perform or cause to be performed any alteration affecting any requirements of the Federal Regulations, without approval of the local enforcement agency. In handling and approving dealer requests for alterations, the local enforcement agency may be assisted by the Department.

(2) Prohibited Sale. A distributor or dealer may not offer for sale any manufactured home containing any violation of the Federal Act or Federal Regulations.

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May 17, 2021

Requirements for Automatic Residential Fire Sprinkler Systems in One- and Two-Family Dwellings

Effective October 1, 2020, Section 6-305(a)(3) of the Public Safety Article, Annotated Code of Maryland gives the State Fire Marshal the authority to enforce any requirements relating to the installation of automatic fire sprinkler systems in new one– and two–family dwellings.

Section 12-504(a)(iii) of the Public Safety Article, Annotated Code of Maryland, prohibits a local jurisdiction from weakening the automatic fire sprinkler systems provisions for one- and two-family dwellings. This requirement does not apply to a dwelling which is not connected to an electrical utility.

The following are the requirements for the various types of dwellings:

1. All homes built on-site, frequently referred to as “stick built”, are required to be sprinklered as stated in Section 313.2 of the 2018 edition of the *International Residential Code* as referenced by the Maryland Building Performance Standards (MBPS), COMAR 09.12.51.04 A.(2). The design and installation of these sprinkler systems are subject to the requirements of the 2016 edition of NFPA 13D, *Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes*, or P 2904 of the 2018 edition of the *International Residential Code*.

2. All modular homes are required to be sprinklered as stated in Section 313.2 of the 2018 edition of the *International Residential Code* as referenced by the Maryland Building Performance Standards (MBPS), COMAR 09.12.52.07. The design and installation of these sprinkler systems are subject to the requirements of the 2016 edition of NFPA 13D, *Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes*, or P 2904 of the 2018 edition of the *International Residential Code.*

3. All industrialized buildings under the authority of the Department of Labor are required to be sprinklered as stated in Section 9-202(b) of the Public Safety Article, Annotated Code of Maryland. The design and installation of these systems shall comply with the standard for the installation of sprinkler systems in residential occupancies as adopted in the regulations of the State Fire Prevention Commission.

4. Manufactured/mobile homes delivered to locations within the State of Maryland are not subject to the Maryland Building Performance Standards (MBPS) or the Model Performance Code (MPC). Manufactured homes are subject to the federal Housing and Urban Development (HUD) requirements and the statewide requirements in COMAR 09.12.52.15, which do not require the installation of a residential fire sprinkler system. These manufactured homes must be provided with approved labels, markings, or other documentation to indicate that the home complies with the appropriate HUD standards.

Pertinent laws and regulations pertaining to requirements for automatic fire sprinkler systems in one- and two-family dwellings are provided for your information.

***International Residential Code* (2018 edition) as Currently Adopted by the State of Maryland Department of Labor:**
R313.2 One- And Two-Family Dwellings Automatic Fire Sprinkler Systems
An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings.
Exception: An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic residential sprinkler system.

Maryland Law and Regulations on Manufactured/Mobile Homes:
Section 12-301(g)(1) of the Public Safety Article, Annotated Code of Maryland, defines “manufactured homes”, which are frequently referred to as "HUD Homes" or "Mobile Homes" as a structure that:

(i) is transportable in one or more sections;
(ii) is 8 body feet or more in width and 30 body feet or more in length;
(iii) is built on a permanent chassis; and
(iv) is designed to be used as a dwelling, with or without a permanent foundation, when connected to the required utilities.

These homes are affixed with a HUD label and are not subject to the *International Residential Code* (IRC). All manufactured homes that comply with HUD standards have a certification label (also known as a HUD tag) affixed to it. More information about the certification label can be found here: https://www.hud.gov/program_offices/housing/rmra/mhs/mhslabels

The Code of Maryland Regulations (COMAR) 09.12.52.15 addresses HUD labels on manufactured homes installed in Maryland. COMAR 09.12.52.15(G)(1) expressly provides that manufactured homes bearing the HUD label shall be acceptable in all localities "without further investigation, testing or inspection." A link to the relevant COMAR provision is here: http://www.dsd.state.md.us/comar/comarhtml/09/09.12.52.15.htm

Maryland Law and Regulations on Industrialized/Modular Homes:
Section 9-202(b) of the Public Safety Article, Annotated Code of Maryland requires industrialized buildings under the authority of the Department of Labor to comply with the standard for the installation of sprinkler systems in residential occupancies as adopted in the regulations of the State Fire Prevention Commission.

A modular home is considered an "industrialized building" as defined by Section 12-301(d) of the Public Safety Article, Annotated Code of Maryland. The definition of an industrialized building does not include a "manufactured home." Industrialized buildings are subject to the requirements of the IRC under COMAR 09.12.52.07.

The Maryland Department of Labor regulates the home’s design and construction, strength and durability, transportability, fire resistance, energy efficiency and quality control by using Maryland regulations.

A modular home displays green certification labels provided by the state in the interior of the home, generally inside the cabinets under the kitchen sink.

A link to the Department of Labor’s manufactured and modular home information is here: https://www.dllr.state.md.us/labor/build/buildmoddef.shtml

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Worcester County Admin

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MEMORANDUM

TO: Weston Young, Chief Administrative Officer
FROM: Dallas Baker Jr., P.E., Director
DATE: August 30, 2021
SUBJECT: Lewis Road Sewer Lines and Pump Station
Request for Proposal for Engineering Services

Attached is a Request for Proposal for engineering services for preparation of final design drawings and specifications for the sewage collection system and pumping station for the Lewis Road Area. Although we are currently completing financial details, we recommend moving forward with selecting a design engineer for the project.

We are available to discuss this issue further at your convenience.

Attachments

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

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REQUEST FOR PROPOSALS

PERMITTING AND ENGINEERING DESIGN FOR THE

LEWIS ROAD GRAVITY SEWER SYSTEM AND PUMP STATION

WORCESTER COUNTY, MARYLAND

The Worcester County Commissioners are accepting proposals from Consulting Engineering firms for assistance in permitting, design, bidding, construction management, inspection services, and resident project representative services of the Lewis Road Sewage Collection System and Pump Station. Sealed proposals will be accepted until 1:00 PM Wednesday, October 13, 2021, in the Office of the County Commissioners. Envelopes shall be marked **"Lewis Road Sewage Collection System and Pumping Station Design Services"** in the lower left-hand corner. Specification packages and proposal forms are available from the Office of the County Commissioners, Government Center - Room 103, One West Market Street, Snow Hill, Maryland, 21863. A pre-proposal meeting will be held at 10:00 AM on Tuesday September 28, 2021 at the Water and Wastewater Division Administrative Office located at the Ocean Pines WWTP, 1000 Shore Lane, Berlin, Maryland 21811. For directions or more details, please contact John S. Ross, P.E., Deputy Director of Public Works, at 410-641-5251. In awarding the work, the Commissioners reserve the right to reject any and all proposals, waive formalities, informalities and technicalities therein, and to accept the proposal they determine to be in the best interest of the County considering lowest or best proposal, qualifications of the firm, quality of project approach, 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 will be directed to John Ross at 410-641-5251 Extension 2412.

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WORCESTER COUNTY, MARYLAND
PERMITTING AND ENGINEERING DESIGN
FOR THE
LEWIS ROAD SEWAGE SYSTEM AND PUMP STATION DESIGN
PROPOSAL INSTRUCTIONS

1. **Proposals**

The Worcester County Commissioners are accepting proposals from Consulting Engineering firms for design, bidding, and construction phase services in the Landings Sanitary Service Area for the Lewis Road Sewage collection System and Pump Station. A minimum of four (4) copies of proposals should be submitted in sealed envelopes clearly marked **"Lewis Road Sewage Collection System and Pumping Station"**. Proposals shall be submitted no later than 1:00 PM Wednesday October 13, 2021.

2. **Pre-Proposal Meeting**

A pre-proposal meeting will be held on Tuesday September 28, 2021, at 10:00 AM at the Water and Wastewater Division Administrative Office, located at the Ocean Pines Wastewater Treatment Plant, 1000 Shore Lane, Berlin, Maryland 21811. For directions and/or more details, please contact John S. Ross, P.E. at 410-641-5251 between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday.

3. **Background**

The Worcester County Commissioners are proposing to install a sewage collection system and pumping station to serve the Lewis Road Area in the Landings Sanitary Service Area. The project is outlined in a Preliminary Engineering Report prepared by the Engineering firm Davis, Bowen and Friedel in 2017 (available upon request). The project includes a lift station, approximately 4,800 linear feet of gravity sewer lines with manholes and lateral sewers to serve approximately 50 homes. A force main has already been constructed for the project. The force main is approximately 1,900 linear feet of 6 inch diameter, HDPE pipe that was installed via directional drilling in 2008. The project also includes decommissioning of the individual septic systems once the gravity sewer and lift station are operational. Funding for the work has been secured from US Department of Agriculture, Rural Development and American Rescue Plan Act. Payment requests, plans, specifications, bidding standards, site signage, etc. must follow all funding agency standards.

4. **Scope of Work**

The selected consultant will develop construction plans and specifications, obtain all necessary permits, assist in construction contractor solicitation through the competitive sealed bid process, and provide construction phase services for the gravity sewage collection system and the pump station to pump wastewater to the Landings Sewage Treatment Plant through an existing sewage force main. The following specific tasks are required:

DESIGN PHASE SERVICES

1. Review the Preliminary Engineering Report and Environmental Report and confirm details needed to design the system
2. Schedule and attend a kick-off meeting with County staff to finalize the scope of the project and discuss project details and schedule.
3. Lift station shall include backup generator, automatic transfer switch, and all equipment and appurtenances needed to connect to County SCADA system.
4. Obtain needed background information from on-site survey and aerial photography to design the wastewater collection system and pump station.
5. Identify and address any wetlands issues and floodplain issues. The proposed pump station site in the PER is located above the 100-year floodplain. The selected consultant shall survey the proposed PER pump station site, or any other proposed pump station site, and verify elevations prior to design to ensure all controls are a minimum of two (2) feet above the floodplain and that no additional mitigation is required.
6. Coordinate a geotechnical consultant to obtain soil borings for proposed location of lift station site to confirm suitable subsurface conditions exist to support the lift station structure and equipment.
7. Determine suitability of existing force main for use in proposed lift station design, including pressure test of the force main.
8. Include design and permitting services for the decommissioning of the individual septic systems served by the gravity sewer.
9. Prepare plats for any additional easements or right-of-way needed to accommodate proposed design.
10. Design documents (Plans and Specifications) shall be submitted for review at the 30% (preliminary), 90% (pre-final) and final design phase
11. At the 90% design point, prepare and submit an application to MDE for the needed construction permit
12. Concurrently, obtain the needed approvals for Erosion and Sediment Control, Storm Water Management as well as the required General Permit for Storm Water During Construction
13. Prepare a cost estimate for the project
14. Complete the final design by addressing regulatory and staff comments and provide three copies of the final construction plans and specifications to the County for bidding. Additionally, provide the documents in Adobe Acrobat form for electronic distribution to Contractors

BIDDING PHASE SERVICES

1. Solicitation of construction contractors shall be through competitive sealed bid process following RUS Bulletin 1780-34 (attached).
2. Chair prebid meeting with construction contractors, record and distribute meeting minutes
3. Respond to contractor requests for information
4. Issue addendums
5. Review contractor bid packages, tabulate bids, provide written recommendation for award of construction contract.
6. Check contractor suitability, ensure contractor is responsive and responsible bidder, including but not limited to checking for any suspension and debarment issues.
7. Submit bid package and recommendation of award to funding agency for concurrence.
8. Provide value engineering recommendations in cases where bids come in higher than construction funding available.
9. Assist in value engineering negotiations with bidders as needed.

CONSTRUCTION PHASE SERVICES

1. Chair preconstruction meeting with successful contractor, record and distribute meeting minutes
2. Review of project submittals
3. Respond to Requests for Information
4. Review of the project schedule
5. Chair monthly progress meetings and providing meeting minutes
6. Review contractor pay requests and make recommendations for payment
7. Prepare and submit payment reimbursement request to funding agencies
8. Conduct on-site conformational survey of critical elevations (i.e. lift station inverts, bottom elevation, sewer manhole inverts, etc.).
9. Prepare as-built drawings based on contractor prepared red line drawings.
10. Overseeing pump station start-up
11. Scheduling and attending the final inspection of the construction, prepare the final punch list
12. Certifying project completion and providing final construction certification to the Maryland Department of the Environment
13. Consultant shall provide an hourly rate for construction inspection services and include the qualifications of the proposed construction inspector

5 Available Information

The following documents are available to assist consultants in preparing their proposals:

- Lewis Road Preliminary Engineering Report
- Design Drawings – Force Main between the Landings Wastewater Treatment Plant and Lewis Road
- Existing utility easement
- Worcester County Standard Terms and Conditions

Electronic versions of this Information will be provided on request.

6 Award of Contract

In awarding the work, the Commissioners reserve the right to reject any and all proposals, waive formalities, informalities and technicalities herein, and accept the proposal determine to be in the best interest of the County considering lowest or best price, quality of goods and work, time of delivery or completion, responsibility of firms being considered, previous experience of firms with County contracts, or any other factors they deem appropriate. By bidding on the contract, bidder agrees to all of Worcester County's Standard Terms and Conditions. Worcester County reserves the right to award the contract in whole or in part based on the best interests of the County.

7. Proposal Content

Each proposal shall include the following information at a minimum:

- General Description of the Firm, including the office responsible for completion of the work
- Approach to completion of this project
- Management and Staffing Plan to identify the key personnel assigned to the project
- Qualifications of the firm, including specific qualifications of the Project Manager and key personnel

- Quality Control program description
- References for similar projects
- Cost proposal as described in the Proposal Form
- Schedule of completion including major milestones of Percent Complete (30%, 60%, 90%, and 100%), Design Phase Surveying, Pressure Testing Force Main, and Permitting in Microsoft Project gant chart format or equivalent. Highlight any critical path items

B1

WORCESTER COUNTY COMMISSIONERS
PROPOSAL FOR ENGINEERING SERVICES
FOR THE
LEWIS ROAD SEWAGE COLLECTION SYSTEM
AND
WASTEWATER PUMPING STATION
WORCESTER COUNTY, MARYLAND
PROPOSAL FORM

I/We submit this proposal for the following work:

Prepare and deliver an Engineering Design for the expansion of the Lewis Road Sewage Collection System and Pump Station Design in accordance with the Proposal Instructions.

The following format provides a guide for presenting the cost proposal (NOTE, DIRECT USE OF THIS FORM IS NOT REQUIRED BUT THE INFORMATION USED TO DEVELOP YOUR PRICE MUST BE PROVIDED):

Task	Total Hours	Total Cost
DESIGN PHASE SERVICES		
Add Alternate: Design of new force main if existing force main is determined to be unsuitable		
BIDDING PHASE SERVICES		
CONSTRUCTION PHASE SERVICES		
Total Not to Exceed Price		
		Rate ($/Hour)
Hourly Rate For Inspection and RPR Services	XXXXXX	

Worcester County reserves the right to award the contract in whole or in part based on the best interests of the County.

NOT TO EXCEED PRICE

_____ _____

(Price in Words) **(Price in Figures)**

PROPOSAL MUST BE SIGNED TO BE VALID

FIRM NAME_____

ADDRESS _____

_____

_____

PHONE/FAX _____

EMAIL _____

NAME AND TITLE OF AUTHORIZED OFFICIAL SIGNING PROPOSAL

_____

SIGNATURE OF AUTHORIZED OFFICIAL:

_____

DATE

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service
RUS BULLETIN 1780-26
Document ID: Rural Development-GD-2020-000#

SUBJECT: Guidance for the Use of Engineers Joint Contract Documents Committee (EJCDC) Bidding and Contract Documents on Water and Waste Disposal Projects with Rural Utilities Service Financial Assistance

TO: Rural Development State Directors, Rural Utilities Service Program Directors, and State Engineers

EFFECTIVE DATE: Date of approval

OFFICE OF PRIMARY INTEREST: Engineering and Environmental Staff, Water and Environmental Programs (WEP), under the Rural Utilities Service (RUS), a part of Rural Development (RD), an Agency within the United States Department of Agriculture (USDA)

INSTRUCTIONS: This Bulletin replaces RUS Bulletin 1780-26, dated September 7, 2017.

AVAILABILITY: This Bulletin, as well as any instructions, regulations, or forms referenced in this Bulletin are available at USDA State Offices. The State Office staff is familiar with the use of the documents in their states and can answer specific questions on Agency requirements.

This Bulletin is available on the website: https://www.rd.usda.gov/publications/regulations-guidelines/bulletins/water-and-environmental.

PURPOSE: This Bulletin is to be used by RD staff in providing information and guidance to funding applicants/recipients (Owners) and professional consultants in the development of Bidding and Contract Documents that are legally sufficient, ensure appropriate services are provided at a reasonable fee, and expedite the achievement of the applicant's goals. This Bulletin supports compliance with 7 CFR 1780, 2 CFR 200 and the American Iron and Steel (AIS) requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 and subsequent statutes mandating domestic preference.

The contents of this guidance document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

EDNA PRIMROSE Digitally signed by EDNA PRIMROSE
Date: 2020.06.16 18:54:40 -04'00'

EDNA PRIMROSE Date
Assistant Administrator
Water and Environmental Programs

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EXHIBITS

Exhibit A – GENERAL DOCUMENTS
- Attachment 1 Certificate of Owner's Attorney and Agency Concurrence
- Attachment 2 Informational Checklist for Project-Specific Waiver Requests
- Attachment 3 American Iron and Steel *De Minimis* List Format
- Attachment 4 General (Prime) Contractor's Certification of Compliance
- Attachment 5 Manufacturer's Certification of Compliance
- Attachment 6 Engineer's Construction Certifications

Exhibit B – CONSTRUCTION CONTRACT DOCUMENTS (EJCDC C-SERIES)
- Attachment 1 Contract Document Checklist
- Attachment 2 Engineer's Development of Advertisement for Bids
- Attachment 3 Engineer's Development of Instructions to Bidders
- Attachment 4 Engineer's Development of Bid Form
- Attachment 5 Engineer's Development of Agreement Between Owner and Contractor
- Attachment 6 Engineer's Development of Supplementary Conditions

Exhibit C – ENGINEERING CONTRACT DOCUMENTS (EJCDC E-SERIES)
- Attachment 1 Revisions to EJCDC E-500
- Attachment 2 Engineer Agreement Certification

Exhibit D – PROCUREMENT CONTRACT DOCUMENTS (EJCDC P-SERIES)
[Reserved]

Exhibit E – SHORT FORM CONTRACT DOCUMENTS
[Reserved]

Exhibit F – DESIGN-BUILD CONTRACT DOCUMENTS (EJCDC D-SERIES)
[Reserved]

Exhibit G – CONSTRUCTION MANAGER AT RISK CONTRACT DOCUMENTS (EJCDC CMAR-SERIES)
[Reserved]

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EJCDC
Contract Documents
Water and Environmental Programs

ABBREVIATIONS

CFR – Code of Federal Regulations
EJCDC – Engineers Joint Contract Documents Committee
EO – Executive Order
GC – General Conditions of the Construction Contract
ITB - Instructions to Bidders for Construction Contract
OGC – Office of General Counsel
PL – Public Law
RD – Rural Development
RPR – Resident Project Representative
RUS – Rural Utilities Service
SC – Supplementary Conditions of the Construction Contract
USC – United States Code
USDA – United States Department of Agriculture
WEP – Water and Environmental Programs
WWD – Water and Waste Disposal

DEFINITIONS

Defined terms from EJCDC documents are capitalized in this Bulletin

1 GENERAL

a Approved documents. The Engineers Joint Contract Documents Committee (EJCDC) developed Contract Documents, some of which are approved by Rural Utilities Service (RUS) for procurement of equipment and/or services by loan and grant recipients, subject to the modifications indicated in this Bulletin being incorporated in these documents. Approved documents are listed in the appropriate sections that follow.

b Alternative documents. Owners not wishing to use these EJCDC documents may submit the alternative contract document(s) and a written justification of the need for its (their) use. Such documents must be modified to meet all federal and state requirements and must be approved for each project by the RD State Engineer (State Engineer) and reviewed by the United States Department of Agriculture (USDA) Office of General Counsel (OGC). When modified as described in this Bulletin, the EJCDC documents listed above have been determined to meet such requirements and do not require OGC approval.

c Phase-out of previous editions. Only current EJCDC documents should be used for Water and Waste Disposal (WWD) projects. The most recent previous version of EJCDC documents will continue to be accepted for one year after issuance of the corresponding chapter of this Bulletin. This Bulletin does not retroactively change the status of a document already approved.

2 AVAILABILITY

The EJCDC documents are available online from any of the sponsoring organizations: the National Society of Professional Engineers (www.nspe.org); American Council of Engineering Companies (www.acec.org); and American Society of Civil Engineers (www.asce.org); or directly from EJCDC (www.ejcdc.org). EJCDC documents are proprietary and include a license agreement. State Offices will not distribute EJCDC documents for use as Contract Documents. For training purposes, or to illustrate the appropriate use of the integrated set of documents on RUS financially assisted Water and Waste Disposal (WWD) projects, the State Office may provide water-marked pdf copies of the documents.

3 PURPOSE

The EJCDC has developed Contract Documents that when assembled as described in this Bulletin are acceptable for use on WWD projects funded by RUS. This Bulletin includes a table of all the acceptable documents and instruction for modification and review of these documents. This Bulletin is not intended to make the use of EJCDC documents mandatory. Rather, this Bulletin serves to assist Owners and professional consultants who choose to use EJCDC documents in tailoring certain EJCDC bidding and contract documents for use with WWD projects financed by RUS.

4 HOW TO USE THE BULLETIN

a Assembly of documents. This Bulletin explains the use of EJCDC standard contract documents, and modifications to make them acceptable for use on WWD projects. In addition to these modifications, EJCDC guidance notes must be followed and should be deleted once the documents are completed.

b Revising text. This Bulletin may be used in one of three ways:

(1) The Engineer makes all the edits to the purchased EJCDC documents when these documents will be used for RUS funded WWD projects. Changes to EJCDC standard language, whether the changes are as per this Bulletin or by the Owner and its Engineer, are made using bold type additions and single-line strike-out deletions, showing all revisions.

(2) Exhibits are inserted in the Bidding and Contract Documents at the appropriate location.

(3) The Engineer requests from EJCDC free, editable copies of the certain documents with WEP-required edits already included, upon proof of purchase of EJCDC documents.

c Guidance notes. Guidance notes in blue boxes in the EJCDC documents shall be implemented as deemed appropriate by Owner and Engineer and deleted prior to finalization of the documents.

5 OWNER RESPONSIBILITY

a Verify bulletin is current. Before an Owner or their Engineer proceeds with the development of a set of Bidding Documents, they should contact the State Engineer to verify they have the most current information specific to the type of project and state or other jurisdiction where the project is located.

b Contractual and administrative issues. The Owner is responsible for settling all contractual and administrative issues arising out of procurement as a condition of receiving funding assistance from RUS. These include but are not limited to: source evaluation; protests; disputes; and claims. Matters concerning violations of laws are to be referred to the applicable local, state, or federal authority.

c Modifications. It is WEP policy that when Owners choose to use the EJCDC documents they do so with minimal modification. However, WEP recognizes each project is unique and that modifications may be necessary to satisfy project requirements or state statutes. If changes must be made to the standard documents and/or the modifications in the attached exhibits to address project-specific issues, they must be made via bold type additions and single-line strike-out deletions showing all revisions. Because the EJCDC documents are fully integrated, when making a modification in one document Owners must ensure that appropriate modifications are made in all affected documents.

6 DESIGN-BID-BUILD CONSTRUCTION CONTRACT DOCUMENTS (EJCDC C-SERIES)

a Use of EJCDC C-series for WWD projects. The Engineers Joint Contract Documents Committee (EJCDC) developed its Construction Contract Documents (C-series), 2018 edition, for use in traditional design-bid-build projects. This Bulletin consists of exhibits and attachments with modifications that, when combined with the standard EJCDC documents and appropriate Drawings, Specifications and other documents,

create a complete set of acceptable Construction Contract Documents for use on WWD projects. Contract packages must be assembled in accordance with the following notes, requirements of Exhibit A, Attachments 2-6, and Exhibit B, Attachments 2-6, and the table later in this Bulletin. EJCDC provides guidance for use of various clauses throughout the documents; those guidance notes must be followed and should be deleted once the documents are completed.

b Approved documents. The following EJCDC 2018 edition C-series documents are approved by WEP for procurement of construction services by loan and grant recipients, subject to the modifications indicated in this Bulletin being incorporated in these documents. The documents are listed in the order of their use:

(1) ADVERTISEMENT FOR BIDS FOR CONSTRUCTION CONTRACT, EJCDC C-111

(2) INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT, EJCDC C-200

(3) BID FORM FOR CONSTRUCTION CONTRACT, EJCDC C-410

(4) BID BOND (PENAL SUM FORM), EJCDC C-430

(5) QUALIFICATIONS STATEMENT, EJCDC C-451

(6) NOTICE OF AWARD, EJCDC C-510

(7) AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE), EJCDC C-520

(8) PERFORMANCE BOND, EJCDC C-610

(9) PAYMENT BOND, EJCDC C-615

(10) STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT, EJCDC NO. C-700

(11) SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT, EJCDC C-800

(12) NOTICE TO PROCEED, EJCDC C-550

(13) APPLICATION FOR PAYMENT, EJCDC C-620

(14) WORK CHANGE DIRECTIVE, EJCDC C-940

(15) CHANGE ORDER, EJCDC C-941

(16) FIELD ORDER, EJCDC C-942

(17) CERTIFICATE OF SUBSTANTIAL COMPLETION, EJCDC C-625

(18) NOTICE OF ACCEPTABILITY OF WORK, EJCDC C-626

c Previous editions. The current (2018) EJCDC C-series documents should be used for WWD projects. The 2013 C-series will continue to be accepted until December 31, 2020. This Bulletin does not retroactively change the status of a document already approved.

d General Conditions. The EJCDC General Conditions (C-700) should not be modified. Changes to C-700 should only be made via the Supplementary Conditions.

e EJCDC suggested language. The Instructions to Bidders and Supplementary Conditions must be developed by the Engineer based on EJCDC guidance documents and the instructions and exhibits below. The State Engineer must verify that the instructions and exhibits below were followed prior to any advertisement for bids.

f EJCDC standard language. The Bid Form and the Agreement Between Owner and Contractor are standard documents from EJCDC but must be modified before use on a RUS funded project. The State Engineer must verify that the instructions and exhibits below were followed prior to advertisement for bidding.

g Project signs. It is customary that project signs identifying the Owner, Contractor, Engineer, and funding agencies be displayed during project construction. The Engineer should contact the State Engineer for specific requirements and include the sign standard in the contract package.

h Number of copies of Bidding Documents. One copy of the draft Bidding Documents (defined in EJCDC C-700 Article 1.01), which include but are not limited to those listed in the checklist in Exhibit B, Attachment 1 of this Bulletin, must be submitted to the State Engineer for review and acceptance prior to advertisement for bid. One copy of the as-bid Bidding Documents is to be provided to the State Engineer within five days of the advertisement to bid, and one copy must be provided to the RD Area Specialist prior to issuance of the Notice to Proceed. Addenda shall be submitted to the State Engineer for review and acceptance prior to issuance, with a copy provided to the State Engineer and Area Specialist after issuance. Consult with the State Engineer and Area Specialist for the preferred method of submission (electronic vs. paper).

i State Engineer Acceptance/Approval/Concurrence Prior to Bid, Award and Construction. All Contract Documents must be accepted by the State Engineer prior to advertisement for bids. The State Engineer must concur with the recommendation to award, and the executed Contract Documents must be concurred with by the State Engineer prior to construction. The Certificate of Owner's Attorney and Agency Concurrence document (Exhibit A, Attachment 1) must be used for this purpose.

j Assembly of Bidding and Contract Documents. Refer to the checklist in Exhibit B, Attachment 1. Acceptable edits to the EJCDC documents C-111, C-200, C-410, C-520, and C-800, are found in Exhibit B, Attachments 2-5.

7 ENGINEERING CONTRACT DOCUMENTS (EJCDC E-SERIES)

a Use of EJCDC E-series for WWD projects. The Engineers Joint Contract Documents Committee (EJCDC) developed its Engineering Family Documents (E-series), 2014 edition, for use in traditional design-bid-build projects. This Bulletin consists of an exhibit and attachments with acceptable modifications that, when combined with the standard EJCDC document, create a complete and acceptable Agreement Between Owner & Engineer for Professional Services (Engineer Agreement) for use on WWD projects. The Engineer Agreement must be assembled in accordance with the following notes and requirements of Exhibit C, Attachments 1 and 2. EJCDC provides guidance for use of various clauses throughout the documents; those guidance notes must be followed and should be deleted once the documents are completed.

b Approved documents. The following EJCDC 2014 edition E-series document is approved by WEP for procurement of engineering services by loan and grant recipients, subject to the modifications indicated in this Bulletin being incorporated in these documents:

(1) AGREEMENT BETWEEN OWNER & ENGINEER FOR PROFESSIONAL SERVICES, EJCDC E-500

c Previous editions. The current (2014) EJCDC E-series documents should be used for WWD projects.

d EJCDC standard language. The Engineer Agreement is a standard document from EJCDC but must be modified before use on each WEP funded project. The State Engineer must verify that the instructions and exhibits below were followed prior to acceptance by the Owner and Engineer.

e Process. Instructions to modify EJCDC E-500 (2014) prior to use on RUS funded WWD projects are as follows:

(1) Engineer must attach the list of "Revisions to the EJCDC E-500 (2014)" (Exhibit C Attachment 1 of this Bulletin) to the Agreement as an addendum or make the specific changes listed using bold-type additions and single-line strike-out deletions.
(2) Project-specific requirements may be added to Exhibit J of E-500 (2014).
(3) Owner and Engineer must select a payment method from Exhibit C of E-500 (2014) (see below).
(4) Owner and Engineer must sign the Agreement on page 19 of EJCDC E-500 and include, complete and sign the RUS Certification Page (Exhibit C Attachment 2 of this Bulletin).
(5) Agency must review to ensure changes were made as necessary or revisions were attached and that the certification is attached, completed, and acceptable.
(6) Agency completes and signs the RUS Certification page.

f Seismic acknowledgments. For each applicable structure, borrowers and grant recipients must provide RUS a written acknowledgment from a registered architect or engineer responsible for the design stating that seismic provisions pursuant to 7 CFR 1792 will be used in the design of the structure.

(1) If Drawings and Specifications are required to be submitted to RUS, this acknowledgement shall be on the title page of the Drawings included with the final Drawings and Specifications. This acknowledgement will include the identification and date of the model code or standard that is used in the seismic design of the structure. The Drawings and Specifications must be dated, signed, and sealed by a registered architect or engineer.

(2) For projects in which Drawings and Specifications are not submitted, this acknowledgement shall be in the form of a statement from the architect or engineer responsible for the building design. The statement shall identify the model code or standard identified that is used in the seismic design of the building or buildings and, shall be dated and signed.

g Payment for Services. The standard Exhibit C of E-500 (2014), "Payments to Engineer for Services and Reimbursable Expenses", should be used along with the E-500 (2014) Engineer Agreement, but only the following Compensation Packets are allowed for use with RUS funded projects (other Compensation Packets should not be used):

(1) Allowed for Basic Services:
Lump Sum (Compensation Packet C-1)
Standard Hourly Rates (Compensation Packet BC-2)

(2) Allowed for RPR Services:
Lump Sum (Compensation Packet RPR-1)
Standard Hourly Rates (Compensation Packet RPR-2)

(3) Allowed for Additional Services:
Standard Hourly Rates (Compensation Packet AS-1)

h Insurance. E-500 (2014) Exhibit G "Insurance" amounts should be established by the Owner based on advice from the Owner's attorney or a risk manager hired by the Owner.

i Limits of Liability. E-500 (2014) Exhibit I, "Limitations of Liability", is permissible to be used on RUS funded projects.

j Number of copies of Engineer Agreement. One copy of the draft Engineer Agreement will be submitted to the State Engineer for review and preliminary concurrence prior to signing by the Owner and Engineer. Four copies of the signed Engineer Agreement are to be provided to the State Engineer for formal concurrence; one copy each will be sent to the Owner, Engineer, and RD Area Specialist. Amendments shall be submitted to the State Engineer for review and preliminary concurrence prior to signing, with four executed copies provided to the State Engineer for formal concurrence; one copy will be sent to the Owner, Engineer, and RD Area Specialist after the State Engineer concurs. Consult with the State Engineer and Area Specialist for the preferred method of submission (electronic vs. paper).

k State Engineer Concurrence. The executed Engineer Agreement will be concurred with by the State Engineer prior to Agency concurrence in any payment of RUS funding for engineering services.

1 Assembly of Engineer Agreement. Refer to RUS' acceptable edits to EJCDC E-500 (2014), which are found in Exhibit C, Attachments 1 and 2.

Exhibit A – GENERAL DOCUMENTS

Notes to User: This Attachment contains exhibits applicable to most WWD projects.

CERTIFICATE OF OWNER'S ATTORNEY AND AGENCY CONCURRENCE

Notes to User: This exhibit consists of two certificates, on a single page, to be attached to the Contract and signed upon execution. The first is a certificate to be signed by the Owner's attorney and the second is the concurrence to be signed by the State Engineer. This page is to be inserted after the Agreement between Owner and Contractor for Construction Contract (Stipulated Price) (EJCDC C-520, 2018) in the Construction Contract Documents.

CERTFICATE OF OWNER'S ATTORNEY
PROJECT NAME:
CONTRACTOR NAME AND CONTRACT NUMBER:

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows: I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Name Date

AGENCY CONCURRENCE

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative Date

Name

INFORMATIONAL CHECKLIST FOR PROJECT-SPECIFIC WAIVER REQUESTS

Notes to User: This exhibit is a checklist that is to be completed by the Owner and/or Engineer to help ensure that all appropriate and necessary information is submitted with the request to USDA. All information presented in waiver requests are subject to evaluation. Waiver requests deliberately containing false information will be rejected.

INFORMATIONAL CHECKLIST FOR PROJECT SPECIFIC WAIVER REQUEST

Information	☐
General	
• Waiver request includes the following information:	
- Description of the foreign and domestic Construction Materials	☐
- Unit of measure	☐
- Quantity	☐
- Price	☐
- Date that product is needed (e.g. time of delivery or availability)	☐
- Location of the construction project	☐
- Name and address of the proposed Supplier	☐
- A detailed justification for the use of foreign Construction Materials	☐
• Waiver request was submitted according to the instructions in the memorandum	☐
• Assistance recipient made a good faith effort to solicit bids for domestic Iron and Steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime	☐
Public Interest Waiver Request	
• Applicants and their Engineers will submit a written justification demonstrating definitive impacts on the community if a specified product is not utilized.	☐
Cost Waiver Requests	
• Waiver request includes the following information:	
- Comparison of overall cost of project with domestic Iron and Steel products to overall cost of project with foreign Iron and Steel products	☐
- Relevant excerpts from the bid documents used by the Contractors to complete the comparison	☐
- Supporting documentation indicating that the Contractor made a reasonable survey of the market, such as a description of the process for identifying Suppliers and a list of contacted Suppliers	☐
Availability Waiver Requests	
• Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested:	
- Supplier information or pricing information from a reasonable number of domestic Suppliers indicating availability/delivery date for Construction Materials	☐
- Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying Suppliers and a list of contacted Suppliers.	☐
- Date that product is needed (e.g. time of delivery or availability) to provide justification	☐
- Relevant excerpts from project Drawings, Specifications, and permits indicating the required quantity and quality of Construction Materials	☐
• Waiver request includes a statement from the prime Contractor and/or Supplier confirming the non-availability of the domestic Construction Materials for which the waiver is sought	☐
• Has the State received other waiver requests for the materials described in this waiver request for comparable projects?	☐

AMERICAN IRON AND STEEL *DE MINIMIS* LIST FORMAT

Notes to User: This exhibit is an example format for Contractors to use in maintaining a list of items to document the use of the De Minimis waiver of the American Iron and Steel requirements. This list or similar is required to be filled out throughout the construction Contract as needed. The State Engineer may periodically ask to review this information. At the Contract completion, this list, along with all Manufacturers' certifications, are to be given to the Engineer for delivery to the Owner.

DE MINIMIS COSTING WORKSHEET

Project Name: _____

Contract Name/# (if more than one) _____

Contractor (Company Name): _____

Representative: _____

Date: _____

Total Cost of All Materials (or Estimated Value at 50% of the Installed Bid Price): $ _____

Allowable Total *De Minimis* Costs (5% of all materials) $ _____

Total Cost of all *De Minimis* Items $ _____

Remaining Amount Allowed for Future *De Minimis* Items $ _____

Note: No single De Minimis item can be more than 1% of the total material cost.

No.	Detailed Description and Manufacturer or Local Source of *De Minimis* Material	Quantity	Cost Per Item	Total Item Cost
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

GENERAL (PRIME) CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Notes to User: This exhibit is the sample General (Prime) Contractor's Certification of Compliance with the American Iron and Steel requirements to be provided by all General (Prime) Contractors to Engineer for delivery to the Owner at Substantial Completion.

GENERAL (PRIME) CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH PROVISIONS OF THE AMERICAN IRON AND STEEL REQUIREMENTS OF 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

DATE:

RE: PROJECT NAME
APPLICANT
CONTRACT NUMBER

I hereby certify that to the best of my knowledge and belief all Iron and Steel products installed for this project by my company and by any and all subcontractors and Manufacturers my company has contracted with for this project comply with 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 or are the subject of a waiver approved by the Secretary of Agriculture or designee.

_____
Name of Construction Company (PRINT)

_____
By Authorized Representative (SIGNATURE)

_____
Title

MANUFACTURER'S CERTIFICATION OF COMPLIANCE

Notes to User: This exhibit is the sample Manufacturer's Certification of Compliance with the American Iron and Steel requirements to be provided by all Manufacturers of American Iron and Steel covered items, to be submitted by Contractor to the Engineer with the corresponding Shop Drawing submittal for delivery to the Owner at Substantial Completion.

EXAMPLE OF A MANUFACTURER'S CERTIFICATION OF COMPLIANCE WITH PROVISIONS OF THE AMERICAN IRON AND STEEL (AIS) REQUIREMENTS OF 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

Date:

Company Name:

Company Address:

Subject: American Iron and Steel (AIS) Certification for Project (X), Owner's Name, and Contract Number

I, (company representative), certify that the (melting, bending, galvanizing, cutting, etc.) processes for (manufacturing or fabricating) the following products and/or material shipped or provided for the subject project is in full compliance with the AIS requirement as mandated by 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.
Item, Products and/or Materials, and location of delivery (City, State):

1.

2.
Such processes for AIS took place at the following location:

_____
(City, State)

_____
Authorized Company Representative Signature

Notes: Authorized signature will be Manufacturer's representative, not the material distributor or Supplier. If any of the above compliance statements change while providing materials to this project, please immediately notify the person(s) who is requesting to use your product(s).

ENGINEER'S CONSTRUCTION CERTIFICATIONS

Notes to User: This exhibit consists of four statements that will be certified by the Engineer, to be executed and then submitted to the Agency concurrently with the construction Contract Document package. This certification is to be submitted to the Agency prior to Authorization to bid but is not to be included in the bid package.

PROJECT NAME AND CONTRACT NUMBER:_____
ENGINEER'S NAME:_____

ENGINEER'S CERTIFICATION

The final Drawings and Specifications, construction Contract Documents, Bidding Documents (or requests for proposals or other construction procurement documents), and any other final design phase deliverables, comply with all applicable federal requirements, to the best of my knowledge and professional judgment. This includes the following:

☐ initial The Engineers Joint Contract Documents Committee (EJCDC) documents have been used, and all acceptable revisions identified in this Bulletin have been made in accordance with the terms of the license agreement, which states in part that the Engineer "will plainly show all changes to the standard EJCDC text, using 'Track Changes' (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

☐ initial Any building(s) designed for this Project will comply with the requirements of the Architectural Barriers Act (ABA), the Americans with Disabilities Act (ADA) of 1990, and the Rehabilitation Act.

☐ initial All Iron and Steel products referenced in the Drawings, Specifications, and Bidding Documents for this Project comply with 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 or are the subject of a waiver approved by the Secretary of Agriculture or designee.

☐ initial All Iron and Steel products that will be referenced in the Addenda, executed Contracts, and Change Orders will comply with 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, or will be the subject of a waiver approved by the Secretary of Agriculture or designee.

Note: This certification is not intended to be a warranty in any way, but rather the designer's professional opinion that to the best of their knowledge the documents comply.

_____
Engineer signature Date

_____
Printed name and title

Exhibit B - CONSTRUCTION CONTRACT DOCUMENTS (EJCDC C-SERIES)

Notes to User: This Attachment contains exhibits applicable to WWD projects when using EJCDC Construction Contract Documents (C-series).

CONTRACT DOCUMENT CHECKLIST

Notes to User: This exhibit provides a checklist for Owner and Engineer to use to assemble the Bidding Documents for a RUS-funded project. Questions should be directed to the State Engineer.

☐	Contents	Form
	Table of Contents	Prepared by Engineer
	Advertisement for Bids for Construction Contract	EJCDC C-111 as modified by RUS Bulletin 1780-26 (2019) Exhibit B, Attachment 2
	Instructions to Bidders for Construction Contract	EJCDC C-200 as modified by RUS Bulletin 1780-26 (2019) Exhibit B, Attachment 3
	Bid Form for Construction Contract	EJCDC C-410 as modified by RUS Bulletin 1780-26 (2019) Exhibit B, Attachment 4
	Bid Bond (Penal Sum Form)	EJCDC C-430
	Qualifications Statement	EJCDC C-451
	Compliance Statement	Form RD 400-6
	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions	Form AD-1048
	Certification for Contracts, Grants & Loans	RD Instruction 1940-Q Exhibit A-1
	Notice of Award	EJCDC C-510 **Note: Owner will obtain concurrence of State Engineer prior to issuing award.**
	Agreement between Owner and Contractor for Construction Contract (Stipulated Price)	EJCDC C-520 as modified by RUS Bulletin 1780-26 (2019) Exhibit B, Attachment 5
	Performance Bond	EJCDC C-610. **Note: the bond will be at least 100% of the bid amount.**
	Payment Bond	EJCDC C-615. **Note: the bond will be at least 100% of the bid amount.**
	Certificate of Owner's Attorney / Agency Concurrence	RUS Bulletin 1780-26 (2019) Exhibit A, Attachment 1
	Standard General Conditions of the Construction Contract	EJCDC C-700. Note: modifications to C-700 should be made in C-800, Supplementary Conditions.
	Supplementary General Conditions of the Construction Contract	EJCDC C-800 as modified by RUS Bulletin 1780-26 (2019) Exhibit B, Attachment 6
	Special Conditions	**May be added if desired by Engineer**
	State Wage Rates	State Wage Rates **if required by State Law.**
	Federal Wage Rates	Davis Bacon Wage Rates. **Note: only required if other funding source requires**
	Davis Bacon 29 CFR 5.5	Rural Development version. **Note: only required if Federal Wage Rates have been included**
	Notice to Proceed	EJCDC C-550
	Project Sign (Temporary Construction Sign)	Consult State Engineer for current requirements.
	Application for Payment	EJCDC C-620
	Work Change Directive	EJCDC C-940
	Change Order	EJCDC C-941
	Field Order	EJCDC C-942
	General (Prime) Contractor's Certification for AIS	RUS Bulletin 1780-26 (2019) Exhibit A, Attachment 4
	Manufacturer's Certification for AIS	RUS Bulletin 1780-26 (2019) Exhibit A, Attachment 5
	Certificate of Substantial Completion	EJCDC C-625
	Notice of Acceptability of Work	EJCDC C-626
	Drawings and Specifications	Engineer Submittal

NOTES:
1. *EJCDC documents are available from EJCDC, the National Society of Professional Engineers, the American Council of Engineering Companies, or the American Society of Civil Engineers. RD offices cannot distribute EJCDC documents.*
2. *For questions and copies of RD documents please contact State Engineer.*

ENGINEER'S DEVELOPMENT OF ADVERTISEMENT FOR BIDS

Notes to User: This exhibit contains language for Engineer to add to the Advertisement for Bids for Construction Contract (EJCDC C-111, 2018) for compliance with AIS requirements. The Engineer may either make the changes directly in the Advertisement for Bids or insert this exhibit directly behind the Advertisement for Bids.

☐ Add at the end of EJCDC C-111 prior to "This Advertisement is issued by:"

American Iron and Steel

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 an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. 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.

The following waivers apply to this Contract:
De Minimis,
Minor Components,
Pig iron and direct reduced iron, and
[add project specific waivers as applicable].

ENGINEER'S DEVELOPMENT OF INSTRUCTIONS TO BIDDERS

Notes to User: This exhibit contains a list of changes to be made by Engineer to the Instructions to Bidders for Construction Contract (EJCDC C-200, 2018). The Engineer will develop the Instructions to Bidders using EJCDC C-200 (2018) and the instructions provided below. In addition, Engineer will ensure that any applicable state or federal wage rate requirements are added at Article 24. RD does not require the use of Davis Bacon Wage rates in most cases, but other sources of federal funds may. If other funding sources involved in the project require the use of Davis Bacon Wage rates, RD's version of Davis Bacon 29 CFR 5.5 will be added to these construction Contract Documents, as listed in the checklist in Exhibit A. The Engineer may either make the changes below directly to the Instructions to Bidders or insert this exhibit directly behind the Instructions to Bidders.

☐ Article 3.02 – Delete in its entirety and insert "Deleted".

☐ Article 8.01 – Add to the end of the paragraph "Bid security must be at least 5% of the Bidder's maximum Bid price."

☐ Article 9.02 – Delete in its entirety and insert "Deleted".

☐ Article 10.01 – Delete in its entirety and insert "Deleted".

☐ Article 10.02 – Insert after the sentence that starts "Each such request…: "Each such request shall include the Manufacturer's Certification for Compliance with AIS. Refer to the Manufacturer's Certification form provided in these construction Contract Documents."

☐ Article 10.02 – Add to the end of this paragraph: "Substitutes and "or-equal" materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.05 and 7.06 of the General Conditions after the Effective Date of the Contract. Each such request shall include Manufacturer's Certification letter to document compliance with AIS requirements of 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, if applicable. Refer to Manufacturer's Certification Letter provided in these Contract Documents."

☐ Article 11.01 – Delete in its entirety and insert "Deleted".

☐ Article 11.05 – Add the following:

11.05 – The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07A.

☐ Article 13.04 – Delete in its entirety and insert "Deleted".

☐ Article 13.07 – Delete in its entirety and insert "Deleted".

☐ Article 18.05.E – Delete in its entirety and insert "Deleted".

☐ Article 18.05.F – Delete in its entirety and insert "Deleted".

☐ Add the following, renumbering if Articles 21 and/or 22 are not used:

ARTICLE 23 – FEDERAL REQUIREMENTS

23.01 If the contract price is in excess of $100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.

23.02 Federal requirements at Article 19 of the Supplementary Conditions apply to this Contract.

23.03 American Iron and Steel requirements apply to this project.

ENGINEER'S DEVELOPMENT OF BID FORM

Notes to User: This exhibit contains a list of changes to be made by Engineer to the Bid Form for Construction Contract (EJCDC C-410, 2018). The Engineer may either make the changes directly to the Bid Form or insert this exhibit directly behind the Bid Form.

☐ Article 2.01 Delete the " and" at the end of 2.01.F

Delete the existing text for 2.01.G and add the following text and the referenced attachments to the Bidding Documents:

G. If Bid amount exceeds $10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);

H. If Bid amount exceeds $25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);

I. If Bid amount exceeds $100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans."

J. [List other documents and edit above as pertinent].

☐ Article 4 – Delete in its entirety and insert "Deleted".

☐ Article 5 – Delete in its entirety and insert "Deleted".

☐ Article 6.02 – Delete in its entirety and insert "Deleted".

☐ Article 6.03 – Delete in its entirety and insert "Deleted".

☐ Article 8.01.A.3 – Delete the period at the end of Article 8.018.A.3 and insert the following language: ", including all American Iron and Steel requirements."

ENGINEER'S DEVELOPMENT OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Notes to User: This exhibit contains a list of changes to be made by the Engineer to the Agreement between Owner and Contractor for Construction Contract (Stipulated Price) (EJCDC C-520, 2018). The Engineer may either make the changes directly to the Agreement or insert this exhibit directly behind the Agreement.

- ☐ Article 4.05.C – Delete in its entirety and insert "Deleted".
- ☐ Article 6.02.A.1.a – Replace "[**number**]" with "95".
- ☐ Article 6.02.A.1.a(1) – Delete in its entirety and insert "Deleted".
- ☐ Article 6.02.A.1.b – Replace "[**number**]" with "95".
- ☐ Article 6.02.B – After "Substantial Completion" insert "of the entire construction to be provided under the construction Contract Documents".

ENGINEER'S DEVELOPMENT OF SUPPLEMENTARY CONDITIONS

Notes to User: This exhibit contains a list of changes to be made by Engineer to the Supplementary Conditions of the Construction Contract (EJCDC C-800, 2018). The Engineer may also add other project-specific supplementary conditions as required for the Project.

The Supplementary Conditions (SC) document that is developed for a Project is the contractual means by which the Standard General Conditions of the Construction Contract (EJCDC C-700, 2018) are modified and supplemented for the Project. The references in the Supplementary Conditions items below (and in EJCDC C-800 as published) to adding, deleting, amending, or supplementing are referring to the paragraphs of C-700. Thus, the first item below, SC-1.01.A.8, is a contractual provision that adds the stated language ("The Change Order form to be used etc.") to Article 1.01.A.8 of C-700.

The Supplementary Conditions items that follow are mandatory for each specific Project, unless noted otherwise. In most cases they are new (supplemental) SC items; in a few cases, they replace or expand on a Supplementary Condition item that is in EJCDC C-800, as published. Guidance notes should not be included in the Bidding Documents.

The Engineer (in cooperation with the Owner) should follow the guidance of EJCDC C-800, as published, to develop Project-specific supplementary conditions; as the published guidance indicates, some of the published SC items are mandatory or require additional Project-specific input, such as insurance coverage limits. Other SC items in C-800 as published are optional but in many cases will be useful for the specific Project.

☐ ARTICLE 1 – Delete the sentence "No suggested Supplementary Conditions in this Article."

☐ SC-1.01.A.8 – Add the following at the end of the Paragraph:

The Change Order form to be used on this Project is EJCDC C-941 (2018). Agency approval is required before Change Orders are effective.

☐ SC-1.01.A.30 – Add the following at the end of the Paragraph:

For the purposes of Rural Development, this term is synonymous with the term "applicant" as defined in 7 CFR 1780.7 (a) (1), (2) and (3) and is an entity receiving financial assistance from the federal programs.

☐ SC-1.01.A.50 – Add the following at the end of the Paragraph:

The Work Change Directive form to be used on this Project is EJCDC C-940 (2018). Agency approval is required before a Work Change Directive is issued.

☐ SC-1.01.A.51 – Add the following new paragraph immediately after Paragraph 1.01.A.50:

51. Agency - The Project is financed in whole or in part by USDA Rural Utilities Service pursuant to the Consolidated Farm and Rural Development Act (7 USC Section 1921 et seq.). The Rural Utilities Service programs are administered through the USDA Rural Development offices; therefore, the

Agency for these documents is USDA Rural Development.

☐ SC-1.01.A.52 – Add the following new paragraph with the title "American Iron and Steel Definitions" immediately after Paragraph 1.01.A.51:

52.a *American Iron and Steel (AIS)* - Requirements mandated by 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 for "iron and steel products," meaning the following products, if 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. AIS requirements apply in each of the several states, the District of Columbia, and each federally recognized Tribe, but not the U.S. Territories.

52.b *Coating* - A covering that is applied to the surface of an object. If a Coating is applied to the external surface of a domestic iron or Steel component, and the application takes place outside of the United States, said product would be considered a compliant product under the AIS requirements. Any Coating processes that are applied to the external surface of Iron and Steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the Coating processes occur, provided that final assembly of the product occurs in the United States. This exemption only applies to Coatings on the *external surface* of Iron and Steel components. It does not apply to Coatings or linings on internal surfaces of Iron and Steel products, such as the lining of lined pipes. All Manufacturing Processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.

52.c *Construction Materials* - Those articles, materials, or supplies made primarily of iron and/or steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". Note: Mechanical and electrical components, equipment and systems are not considered Construction Materials. See definitions of Mechanical Equipment and Electrical Equipment.

52.d *Contractor's Certification* - Documentation submitted by the Contractor upon Substantial Completion of the Contract that all Iron and Steel products installed were Produced in the United States.

52.e *De Minimis* - Various miscellaneous, incidental low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. Examples of *De Minimis* components could include small washers, screws, fasteners (such as "off the shelf" nuts and bolts), miscellaneous wire, corner bead, ancillary tube, signage, trash bins, door hardware etc. Costs for such *De Minimis* components cumulatively may comprise no more than a total of five percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed one percent of the total cost of the materials used in and incorporated into a project.

52.f *Electrical Equipment* - Typically any machine powered by electricity and includes components that are part of the electrical distribution system. AIS does not apply to Electrical Equipment.

52.g *Engineer's Certification* - Documentation submitted by the Engineer that Drawings, Specifications, and Bidding Documents comply with AIS.

52.h *Iron and Steel products* - 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. Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be Produced in the United States. For example, trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. iron or steel.

52.i *Manufacturer* - A Supplier, fabricator, distributor, materialman, or vendor is an entity with which the Owner, Contractor or any subcontractor has contracted to furnish materials or equipment to be incorporated in the project by the Owner, Contractor or a subcontractor.

52.j *Manufacturer's Certification* - Documentation provided by the Manufacturer stating that the Iron and Steel products to be used in the project are produced in the United States in accordance with American Iron and Steel (AIS) Requirements. If items are purchased via a Supplier, distributor, vendor, etc. from the Manufacturer directly, then the Supplier, distributor, vendor, etc. will be responsible for obtaining and providing these certifications to the parties purchasing the products.

52.k *Manufacturing Processes* - Processes such as melting, refining, pouring, forming, rolling, drawing, finishing, and fabricating. Further, if a domestic Iron and Steel product is taken out of the United States for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a Coating are similarly not covered. Non-iron or Steel components of an Iron and Steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-Iron and Steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-U.S. sources.

52.l *Mechanical Equipment* - Typically equipment which has motorized parts and/or is powered by a motor. AIS does not apply to Mechanical Equipment.

52.m *Minor Components* - Components *within* an iron and/or Steel product otherwise compliant with the American Iron and Steel requirements; this waiver is typically used by Manufacturers. It differs from the *De Minimis* definition in that *De Minimis* pertains to the entire project and the minor component definition pertains to a single product. This waiver allows use of non-domestically produced miscellaneous Minor Components comprising up to five percent of the total material cost of an otherwise domestically produced Iron and Steel product. However, unless a separate waiver for a product has been approved, all other Iron and Steel components in said product must still meet the AIS requirements. This waiver does not exempt the whole product from the AIS requirements only Minor Components within said product and the iron or Steel components of the product must be produced domestically. Valves and hydrants are also subject to the cost ceiling requirements described here. Examples of Minor Components could include items such as pins and springs in valves/hydrants, bands/straps in couplings, and other low-cost items such as small fasteners etc.

52.n *Municipal Castings* - Cast iron or Steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and solid waste infrastructure.

52.o *Primarily Iron or Steel* - A product is made of greater than 50 percent iron or Steel on a materials cost basis. An exception to this definition is reinforced precast concrete (see Definitions). All technical specifications and applicable industry standards (e.g. NIST, NSF, AWWA) must be met. If a product is determined to be less than 50 percent iron and/or steel, the AIS requirements do not apply. For example, the cost of a fire hydrant includes:

- ☐ The cost of materials used for the iron portion of a fire hydrant (e.g. bonnet, body and shoe); and
- ☐ The cost to pour and cast to create those components (e.g. labor and energy).

Not included in the cost are:

- ☐ The additional material costs for the non-iron or Steel internal workings of the hydrant (e.g. stem, coupling, valve, seals, etc.); and
- ☐ The cost to assemble the internal workings into the hydrant body.

52.p *Produced in the United States* - The production in the United States of the iron or Steel products used in the project requires that all Manufacturing Processes must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives.

52.q *Reinforced Precast Concrete* – Reinforced Precast Concrete structures must comply with AIS, regardless of whether it consists of at least 50 percent iron or steel. The reinforcing bar and wire must be Produced in the United States and meet the same standards as for any other iron or Steel product. Additionally, the casting of the concrete product must take place in the United States. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered Construction Materials and must be Produced in the United States.

52.r *Steel* - An alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of Steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of Steel covers carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels.

52.s *Structural Steel* - Rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees, and zees. Other shapes include but are not limited to, H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

☐ SC-2.02.A – Delete **[number]** and insert in its place "five."

☐ SC-4.01.A – Delete the last sentence of paragraph.

☐ SC-4.05.C.5 – Paragraph is mandatory for WWD projects.

☐ SC-4.05.C.5.a – Add the following at the end of this paragraph:

Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer within five days of the end of the abnormal weather condition event. It is the responsibility of the Contractor to provide the information listed in SC 4.05.C.5.b.

☐ SC-6.01 – Disregard EJCDC Guidance Notes – Performance and Payment Bonds, Note 1. Performance and Payment Bonds are required for WWD projects.

☐ SC-6.01 – EJCDC Guidance Notes – "Other Bonds," Warranty Bond, Note 1. RD does not require a Warranty Bond, and RD will not accept a Warranty Bond in place of a Performance and Payment Bond. The decision to include a Warranty Bond is made by the Owner and their counsel. Please refer to EJCDC.

☐ SC-7.04.D – Add the following new paragraph immediately after Paragraph 7.04.C:

D. All Iron and Steel products must meet American Iron and Steel requirements.

☐ SC-7.04.E – Add the following new paragraph immediately after Paragraph 7.04.D:

E. For projects utilizing a *De Minimis* waiver, Contractor shall maintain an itemized list of non-domestically produced iron or steel incidental components and ensure that the cost is less than 5% of total materials cost for project.

☐ SC-7.05.A – Amend the third sentence of paragraph by striking out the following words:

Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted,

☐ SC-7.05.A.1.a.3 – Amend the last sentence of Paragraph a.3 by striking out "and;" and adding a period at the end of Paragraph a.3.

☐ SC-7.05.A.1.a.4 – Delete paragraph in its entirety and insert "Deleted."

☐ SC-7.05.B – Add the following at the end of paragraph:

Contractor shall include a Manufacturer's Certification letter for compliance with American Iron and Steel requirements in support data, if applicable. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

☐ SC-7.06.A.3.a.2 – Remove "and" from the end of paragraph.

☐ SC-7.06.A.3.a.3 – Add "; and" to the end of paragraph.

☐ SC-7.06.A.3.a.4 – Add the following new paragraph immediately after Paragraph 7.06.A.3.a.3:

4. Comply with American Iron and Steel by providing Manufacturer's Certification letter of American Iron and Steel compliance, if applicable. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

☐ SC-7.07.A – Amend by adding the following to the end of the paragraph:

The total amount of work subcontracted by the Contractor shall not exceed fifty percent of the Contract price without prior approval from the Owner, Engineer and Agency.

☐ SC-7.07.B – Delete paragraph in its entirety and insert "Deleted".

☐ SC-7.07.E – Delete the second sentence of paragraph and insert the following in its place:

Owner may not require that Contractor use a specific replacement.

☐ SC-7.12.A Amend paragraph by adding the following after "written interpretations and clarifications,":

Manufacturers' Certifications,

☐ SC-7.16.A.1.c – Amend paragraph by deleting the last period and adding:

, including Manufacturer's Certification letter for any item in the submittal subject to American Iron and Steel requirements and include the Certificate in the submittal. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

☐ SC-7.16.C.9 – Add new paragraph immediately after Paragraph 7.16.C.8:

9. Engineer's review and approval of a Shop Drawing or Sample shall include review of Manufacturers' Certifications in order to document compliance with American Iron and Steel requirements, as applicable.

☐ SC-7.17.F – Add new paragraph immediately after Paragraph 7.17.E:

F. Contractor shall certify upon Substantial Completion that all Work and Materials have complied with American Iron and Steel requirements as mandated by 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. Contractor shall provide said Certification to Owner. Refer to General Contractor's Certification Letter provided in these Contract Documents.

☐ ARTICLE 11 – Delete the sentence "No suggested Supplementary Conditions in this Article."

☐ SC-11.02.C – Add new paragraph immediately after Paragraph 11.02.B:

C. The Engineer or Owner shall contact the Agency for concurrence on each Change Order prior to issuance. All Contract Change Orders must be concurred on (signed) by Agency before they are effective.

☐ SC-11.03.A.2 - Add new Paragraph 11.03.A.2 immediately after Paragraph 11.03.A, which shall be renamed Paragraph 11.03.A.1:

2. The Engineer or Owner shall contact the Agency for concurrence on each Work Change Directive prior to issuance. Once authorized by Owner, a copy of each Work Change Directive shall be provided by Engineer to the Agency.

☐ SC-11.05.B – Add the following at the end of this paragraph:

For Owner-authorized changes in the Work, the Contractor will provide the Manufacturer's Certification(s) for materials subject to American Iron and Steel requirements except when sole-source is specified, in which case the Engineer will provide the Manufacturer's Certification(s).

☐ SC-11.09.B.2.c – Add new paragraph immediately after Paragraph 11.09.B.2.b:

c. Change orders involving materials subject to American Iron and Steel requirements shall include supporting data (name of Manufacturer, city and state where the product was manufactured, description of product, signature of authorized Manufacturer's representative) in the Manufacturer's Certification Letter, as applicable.

☐ SC-13.02.C – Delete paragraph in its entirety and insert "Deleted".

☐ SC 13.03.E – Delete paragraph in its entirety and replace with SC 13.03.E as shown in the EJCDC C-800 Supplementary Conditions.

☐ ARTICLE 14 – Delete the sentence "No suggested Supplementary Conditions in this Article."

☐ SC-14.03.G – Add new paragraph immediately after Paragraph 14.03.F:

G. Installation of materials that are non-compliant with American Iron and Steel requirements shall be considered defective work.

☐ SC-15.01.B.4 – Add the following language at the end of paragraph:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage or invest the retainage for the benefit of the Contractor.

☐ SC-15.01.B.5 – Add new paragraph immediately after Paragraph 15.01.B.4:

5. The Application for Payment form to be used on this Project is EJCDC® C-620. The Agency must approve all Applications for Payment before payment is made.

☐ SC-15.01.B.6 – Add new paragraph immediately after Paragraph 15.01.B.5:

6. By submitting an Application for Payment based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials are compliant with American Iron and Steel requirements. Manufacturer's Certification letter for materials satisfy this requirement. Refer to

Manufacturer's Certification Letter provided in these Contract Documents.

☐ SC-15.01.C.2.d – Add the following new paragraph immediately after Paragraph 15.01.C.2.c:

d. The materials presented for payment in an Application for Payment comply with American Iron and Steel requirements.

☐ SC-15.01.D.1 – Delete paragraph in its entirety and insert the following in its place:

The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due twenty (20) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

☐ SC-15.02.A – Amend paragraph by striking out the following text: "7 days after".

☐ SC-15.03.A – Modify by adding the following after the last sentence:

Contractor shall also submit the General (Prime) Contractor's Certification of Compliance certifying that to the best of the Contractor's knowledge and belief all substitutes, equals, and all Iron and Steel products proposed in the Shop Drawings, Change Orders, and Partial Payment Estimates, and those installed for the Project, are either Produced in the United States or are the subject of an approved waiver under 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.

☐ SC-18.11 – Add new paragraph immediately after Paragraph 18.10:

18.11 *Tribal Sovereignty*

A. No provision of this Agreement will be construed by any of the signatories as abridging or debilitating any sovereign powers of the *[insert name of Tribe]* Tribe; affecting the trust-beneficiary relationship between the Secretary of the Interior, Tribe, and Indian landowner(s); or interfering with the government-to-government relationship between the United States and the Tribe.

☐ SC-19 – Add the following new Article 19 immediately after Article 18:

Article 19 - FEDERAL REQUIREMENTS

19.01 *Agency Not a Party*

A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees, is a party to this Contract.

19.02 *Contract Approval*

A. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the "Certificate of Owner's Attorney" (Exhibit G of this Bulletin) before Owner submits the executed Contract Documents to Agency for approval.

B. Agency concurrence is required on both the Bid and the Contract before the Contract is effective.

19.03 *Conflict of Interest*

A. Contractor may not knowingly contract with a Supplier or Manufacturer if the individual or entity who prepared the Drawings and Specifications has a corporate or financial affiliation with the Supplier or Manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest or other interest in or a tangible personal benefit from the Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

19.04 *Gratuities*

A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

B. In the event this Contract is terminated as provided in paragraph 19.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the

costs Contractor incurs in providing any such gratuities to any such officer or employee.

19.05 *Small, Minority and Women's Businesses*

A. If Contractor intends to let any subcontracts for a portion of the work, Contractor will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

19.06 *Anti-Kickback*

A. Contractor shall comply with the Copeland Anti-Kickback Act (40 USC 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

19.07 *Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended*

A. Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19.08 *Equal Employment Opportunity*

A. The Contract is considered a federally assisted construction contract. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to

Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19.09 *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*

A. Contractors that apply or bid for an award exceeding $100,000 must file the required certification (RD Instruction 1940-Q Exhibit A-1). The Contractor certifies to the Owner and every subcontractor certifies to the Contractor that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining the Contract if it is covered by 31 U.S.C. 1352. The Contractor and every subcontractor must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

19.10 Environmental Requirements

A. When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:

1. Wetlands – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
2. Floodplains – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.
3. Historic Preservation - Applicants shall ensure that Contractors maintain a copy of the following inadvertent discovery plan onsite for review:

    a. If during the course of any ground disturbance related to any Project, any post review discovery, including but not limited to, any artifacts, foundations, or other indications of past human occupation of the area are uncovered, shall be protected by complying with 36 CFR § 800.13(b)(3) and (c) and shall include the following:

        i. All Work, including vehicular traffic, shall immediately stop within a 50 ft. radius around the area of discovery. The Contractor shall ensure barriers are established to protect the area of discovery and notify the Engineer to contact the appropriate RD personnel. The Engineer shall engage a Secretary of the Interior (SOI) qualified professional archeologist to quickly assess the nature and scope of the discovery; implement interim measures to protect the discovery from looting and vandalism; and establish broader barriers if further historic and/or precontact properties, can reasonably be expected to occur.

        ii. The RD personnel shall notify the appropriate RD environmental staff member, the Federal Preservation Officer (FPO), and State Historic Preservation Office

(SHPO) immediately. Indian tribe(s) or Native Hawaiian Organization (NHOs) that have an interest in the area of discovery shall be contacted immediately. The SHPO may require additional tribes or NHOs who may have an interest in the area of discovery also be contacted. The notification shall include an assessment of the discovery provided by the SOI qualified professional archeologist.

iii. When the discovery contains burial sites or human remains, the Contractor shall immediately notify the appropriate RD personnel who will contact the RD environmental staff member, FPO, and the SHPO. The relevant law enforcement authorities shall be immediately contacted by onsite personnel to reduce delay times, in accordance with tribal, state, or local laws including 36 CFR Part 800.13; 43 CFR Part 10, Subpart B; and the Advisory Council on Historic Preservation's Policy Statement Regarding treatment of Burial Sites, Human Remains, or Funerary Objects (February 23, 2007).

iv. When the discovery contains burial sites or human remains, all construction activities, including vehicular traffic shall stop within a 100 ft. radius of the discovery and barriers shall be established. The evaluation of human remains shall be conducted at the site of discovery by a SOI qualified professional. Remains that have been removed from their primary context and where that context may be in question may be retained in a secure location, pending further decisions on treatment and disposition. RD may expand this radius based on the SOI professional's assessment of the discovery and establish broader barriers if further subsurface burial sites, or human remains can reasonably be expected to occur. RD, in consultation with the SHPO and interested tribes or NHOs, shall develop a plan for the treatment of native human remains.

v. Work may continue in other areas of the undertaking where no historic properties, burial sites, or human remains are present. If the inadvertent discovery appears to be a consequence of illegal activity such as looting, the onsite personnel shall contact the appropriate legal authorities immediately if the landowner has not already done so.

vi. Work may not resume in the area of the discovery until a notice to proceed has been issued by RD. RD shall not issue the notice to proceed until it has determined that the appropriate local protocols and consulting parties have been consulted.

vii. Inadvertent discoveries on federal and tribal land shall follow the processes required by the federal or tribal entity.

4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

5. Mitigation Measures – The following environmental mitigation measures are required on this Project: *[Insert mitigation measures from the Letter of Conditions here].*

19.11 *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)*

A. Where applicable, for contracts awarded by the Owner in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic will be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

19.12 *Debarment and Suspension (Executive Orders 12549 and 12689)*

A. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

19.13 *Procurement of recovered materials*

A. The Contractor will comply with 2 CFR Part 200.322, "Procurement of recovered materials."

19.14 *American Iron and Steel*

A. 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 an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. 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.

B. The following waivers apply to this Contract:

1. *De Minimis*,
2. Minor Components,
3. Pig iron and direct reduced iron, and

4. *[add project specific waivers as applicable].*

Exhibit C – ENGINEERING CONTRACT DOCUMENTS (EJCDC E-SERIES)

Note to User: This Attachment contains exhibits applicable to most WWD projects.

REVISIONS TO EJCDC E-500 (2014)

Modifications to the Main Body of the Agreement

☐ Article 4.01.A – Insert the following text after the first sentence:

Invoices will include a breakdown of services provided.

☐ Article 5.01.A – Add the following:

Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by 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.

☐ Article 5.03.A – Add the following:

Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by 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.

☐ Article 6.04.B – Delete "shall" and insert in its place "may".

☐ Article 7.01.A.25 – Delete ", as an Additional Service."

☐ Article 7.01.A.38 – Add the following:

Agency – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.

☐ Article 8.05 – Add the following:

8.05 Federal Requirements

A. Agency Concurrence. Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.

B. Audit and Access to Records. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.

C. Restrictions on Lobbying. Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed $100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

D. Suspension and Debarment. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

Modifications to Exhibit A of the Agreement

☐ Article A1.01.A.1.b - Replace with:

In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.

☐ Article A1.01.A.1.c. – Delete.

☐ Article A1.01.A.8 – Insert the following at the end of the paragraph:

The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency.

☐ Article A1.01.A.10 – Modify by inserting "and approved by the Agency" after "When mutually agreed."

☐ Article A1.01.A.14 – Add the following immediately after paragraph:

Provide an Environmental Report as defined in 7 CFR 1970. The Environmental Report must be concurred in by the Agency.

☐ Article A1.01.A.16 – Delete the entire paragraph and insert the following:

Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within [*fill in with # of days*] days of receipt of Owner's and Agency's comments.

☐ Article A1.02.A – Modify by inserting "and concurrence by Agency" after the words "acceptance by Owner."

☐ Article A1.02.A.2 – Modify by inserting "and Agency" after "authorized by Owner."

☐ Article A1.02.A.8 – Add the following to the end of paragraph:

Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.

☐ Article A1.03.A.9 – Add the following immediately after paragraph:

The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.

☐ Article A1.03.A.10 – Modify by adding the "and Agency" after the word "counsel."

☐ Article A1.03.A.12 – Insert the following:

Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Construction Certifications (Exhibit A, Attachment 6) for this purpose."

☐ Article A.1.03.A.13 – Add paragraph:

Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, and Bidding Documents requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the Plans, Specifications, and Bidding Documents are either produced in the United States or are the subject of an approved waiver under AIS.

☐ Article A1.03.B – Modify by deleting the period at the end of the paragraph and adding: "and all final design phase deliverables have been accepted by Owner."

☐ Article A1.04.A.2 – Add the following to the end of paragraph:

Obtain Agency concurrence on any Addenda that modify the Bidding Documents. Obtain prior concurrence where possible.

☐ Article A1.04.A.6.a – Replace with the following:

a. The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

☐ Article A1.04.A.6.b – Insert the following:
b. Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver.

☐ Article A1.04.A.9 – Add the following sentence immediately after paragraph:

Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications."

☐ Article A.1.04.A.10 – Add the following:

Provide copies of Manufacturers' Certifications to the Bidders on any brand name iron and steel products specified as sole-source in the Plans, Specifications and Bidding Documents. Manufacturers' Certifications are to be included in the Bidding Documents and must be kept in the Engineer's project file and on-site during construction.

☐ Article A.1.04.A.11 – Add the following:

Provide copies of Manufacturers' Certifications to the Contractor on any brand name iron and steel products specified as sole-source in the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction."

☐ Article A1.05.A.4 - Insert "and chair" after "Participate in" regarding the preconstruction conference.

☐ Article A1.05.A.6 – Delete "If requested by Owner to do so" and capitalize "maintain".

☐ Article A1.05.A.9.c – Insert the following:

The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.

☐ Article A.1.05.A.17 – Add the following prior to the first sentence:

Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, including Applications for Payment, to ensure compliance with

AIS. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification letter to verify the products were produced in the United States. Copies of Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction. In the event the Engineer requires an item to be sole-source, the Engineer must furnish the Manufacturers Certification to the Contractor for said item.

☐ Article A1.05.A.18 – Add the following at the end of paragraph:

Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" review Manufacturers' Certifications provided by the Contractor to verify the product(s) meet AIS requirements. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction to ensure compliance with AIS.

☐ Article A.1.05.A.19.d – Add the following:

Receive and review all Manufacturers' Certifications for materials required to comply with AIS. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction."

☐ Article A.1.05.A.20 – Add the following to the end of the paragraph: Review Change Proposals to ensure compliance with AIS.

☐ Article A1.05.A.22 – Modify the following by deleting the following:

Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

And insert in its place:

Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings and furnish such Record Drawings to Owner.

☐ Article A1.05.A.24.a – Insert the following:

a. Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.

☐ Article A.1.05.A.25.a – Insert the following:

a. Obtain the Contractors' Certification letter and copies of Manufacturers' Certifications from the Contractor for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Contractors' and Manufacturers' Certifications to the Owner and a copy of Contractor's Certification to the Agency.

☐ Article A2.01.A.1 – Insert "not including preparation of the Environmental Report defined under Basic Services." after "preparation or review of environmental assessments and impact statements".

☐ Article A2.01.A.4 – Delete the period at the end of the paragraph, and insert ", but only if the Owner's request is made after completion of the Study and Report Phase."

☐ Article A2.01.A.17 – Delete paragraph and insert "Deleted".

☐ Article A2.02.A.2 – Delete paragraph and insert with the following:

Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the construction Contract.

Modifications to Exhibit B of the Agreement

☐ Article B.2.02 – Add the following:

B.2.02 Owners are ultimately responsible for compliance with 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 and will be responsible for the following:

A. Sign loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.
B. Sign change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby acknowledge responsibility for compliance with American Iron and Steel requirements.
C. Obtain the certification letters from the Engineer upon Substantial Completion of the project and maintain this documentation for the life of the loan.
D. Where the Owner directly procures American Iron and Steel products,
    1. Include American Iron and Steel clauses in the procurement contracts;
    2. Obtain Manufacturers' Certifications; and
    3. Provide copies to Engineers and Contractors.

Guidance Notes: Where the Owner provides their own engineering and/or construction services the Owner is responsible for all provisions included in this Bulletin.

Modifications to Exhibit C of the Agreement

☐ Compensation Packet BC-1 – Modify paragraph C2.01.A.2 by adding "and Agency" after "approved in writing by the Owner."

☐ Compensation Packet BC-1 – Modify paragraph C2.01.B.8 by inserting "with concurrence of the Owner and Agency" after "the compensation amount for Engineer's services shall be appropriately adjusted."

☐ Compensation Packet BC-2 – Modify paragraph C2.01.A.5 by inserting "and Agency" after "approved in writing by Owner."

☐ Compensation Packet BC-2 – Modify paragraph C2.01.A.8 by inserting the following text at the end of the paragraph, "Changes will not be effective unless and until concurred in by the Owner and Agency."

☐ Compensation Packet BC-2 – Modify paragraph C2.03.C.2 by inserting "and Agency" after Owner in "Engineer shall give Owner written notice thereof."

☐ Compensation Packet RPR-1 – Modify C2.04.A.3 by adding the following at the end of the paragraph "Changes will not be effective unless and until concurred in by the Owner and Agency."

☐ Compensation Packet RPR-2 – Modify C2.04.A.2 by adding the following text to the end of the paragraph.

If rate(s) for RPR services is not indicated in Appendix Two to Exhibit C, "Standard Hourly Rates Schedule," the Standard Hourly Rate for RPR services is $_____ per hour.

☐ Compensation Packet RPR-2 – Modify 2.04.B.4 by inserting the following at the end of the paragraph "Changes will not be effective unless and until concurred in by the Owner and Agency."

☐ Compensation Guide RPR-2 – Modify 2.04.C.3.B by inserting "and Agency" after Owner in "Engineer shall give Owner written notice thereof."

☐ Compensation Packet RPR-2 – Modify C2.04.C.4 by deleting "at cost" and inserting "at no cost" at the end of the paragraph.

☐ Compensation Packet AS-1 – Modify C2.05.B.4 by inserting the following text at the end of the paragraph "Changes will not be effective unless and until concurred in by the Owner and Agency."

☐ Compensation Packet AS-1 - Modify C2.05.C.3 by deleting "at cost" and inserting "at no cost" at the end of the paragraph.

Modifications to Exhibit D of the Agreement

☐ Article D1.01.A – Add the following to the end of the paragraph: "Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency."

☐ Article D.1.01.C.11.g – Add the following after D.1.01.C.11.f:

g. Maintain all Manufacturers' Certifications in the project file and on-site during construction to ensure compliance with AIS, as applicable.

☐ Article D1.01.C.12.b – Delete paragraph and insert "Deleted".

Modifications to Exhibit F of the Agreement

- Article F5.02.D – Add the following to the end of the paragraph:

  Engineers determinations on types and quality of materials, equipment, and component systems to be included in the Drawings and Specifications are subject to approval by Agency in accordance with requirements of 7 CFR 1780, including open and free competition."

ENGINEER AGREEMENT CERTIFICATION

PROJECT NAME:_____

The Engineer and Owner hereby concur in the Funding Agency acceptable revisions to E-500 identified in RUS Bulletin 1780-26. In addition, Engineer certifies to the following:

All modifications to E-500 have been made in accordance the terms of the license agreement, which states in part that the Engineer "must plainly show all changes to the Standard EJCDC Text, using 'Track Changes' (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

Basic Services		$_____
Resident Project Observation		$_____
Additional Services		$_____
	TOTAL:	$_____

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.

_____

Engineer Date

_____

Name and Title

_____

Owner Date

_____

Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

_____

Agency Representative Date

_____

Name and Title

BIDDERS LIST

Lewis Road Sewage Collection System and Pump Station

GEORGE, MILES & BUHR
206 West Main Street
Salisbury MD 21801
Phone: 410-742-3115
cderbyshire@gmbnet.com

EA ENGINEERING
Berlin MD Office
11202 Racetrack Road, Unit 202
Berlin MD 21811
Phone: 410-641-5341
dkolar@eaest.com

J.W.SALM ENGINEERING INC.
P.O. Box 397
9842 Main Street, Suite 3
Berlin, MD 21811
Phone: 410.641.0126
Fax: 410.641.0128
jsalm@jwse.com

DAVIS, BOWEN AND FRIEDEL
One Plaza East, Suite 200
Salisbury, MD 21803-0093
Phone 410-543-9091
jjt@dbfinc.com

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: Weston Young, Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director
DATE: August 30, 2021
SUBJECT: Blanket Training Approval

The Public Works Department is requesting the Commissioners to provide a blanket approval to the Chief Administrative Officer (CAO) for its employees participating in non-overnight training in Sussex County, Delaware. Training frequently is available in neighboring Sussex County and because it is out-of-state, the training requires Commissioners approval. For example, the only regular local resource for Water and Waste Water Operators needing training to maintain their licenses is at Del Tech. Attached is one employee's request for training on 3 separate days in November at Del Tech. Blanket approval to CAO would streamline the approval process and not encumber the Commissioners unnecessarily.

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

DEPARTMENT OF PUBLIC WORKS
TRAINING REQUEST

PART I

Name of Employee: Monroe Green

Date of Program: 11/1/2021

Title of Program: Basic Laboratory Processes for Water/Wastewater Sampling

Justification for Attendance: Credit hours

Estimate of Expenses:

Release Time In Hours: 8

Del Tech - CCP
Jason Technology Center, Room 109
21179 College Drive
.Georgetown, DE 19947

Tuition/Fee: $ 175.00

Total Cost: $ 175.00

PART II

Check One: Approved ✓. If approved, indicate how much information will be shared:

Not Approved _____. If not, give reason:

Division Head's Signature: _____ Date: 8/9/21

PART III

Approved: _____ Not Approved: _____

DALLAS BAKER, PUBLIC WORKS DIRECTOR [DATE]

OUT OF STATE APPROVAL:

HAROLD L. HIGGINS, CHIEF ADMINISTRATIVE OFFICER [DATE]

REVISED: 8/7/13
Msw/forms/training approval

Operation and Maintenance of Innovative and Alternative Systems

This class provides an in-depth view of specific operational and maintenance practices pertaining to alternative treatment units and disposal systems. Topics include: regulatory requirements, operational principles, preventative maintenance, and troubleshooting tips for advanced treatment devices, drip dispersal systems, and media filters.

Approvals: DE WW Ops-D. DE Onsite Lic. A,B,C,D,E,F,H,I. MDE #5261-12-10, 7 WW 3-6 & S; IWW 4-7 OPERS, P. MD Env. Health Spec. MDE-BAT. MD Lic. PE's. NJ-07-0912145-20.

7 hrs, 0.7 CEUs, Fee $175

1EYI 910 2H1: 10/26, T, 5:30 - 9 p.m., Georgetown, Hybrid

Basic Laboratory Processes for Water/Wastewater Sampling

This class is designed to address all aspects of wastewater and water treatment testing, both for permit and process control tests. Representative sampling for each method, the summary of each test in "Standard Methods" and common variations will be included. Quality assurance, test outsourcing, proper documentation and general laboratory practices will also be covered. Class includes hands-on work with specific instrumentation and common problems that can be easily rectified. Participants are welcome to come with samples and any questions they may have.

Approved DE Water Ops -P. Approved DE WW Ops-D. MDE Approval #5462- 13-12, 7.0, ALL NP. Approved DE Onsite Lic. A,B,C,D,E,F,H,I. Approved MD lic. PE's. Approved MD Env. Health Spec. NJ-07-0313165-30.

7 hrs, 0.7 CEUs, Fee $175

1EYI 941 2H1: 11/1, M, 8:30 a.m. - 4:30 p.m., Georgetown, Hybrid

Biological Nutrient Removal

In-depth review of the biological processes involved in the removal of nitrogen and phosphorus from activated sludge. The review includes nitrification, denitrification and biological phosphorus release and uptake. Also presented are the necessary operational conditions for oxic, anoxic, and anaerobic environments.

Approved DE WW Ops-D. Approved DE Onsite Lic. A,B,C,D,E,F,H,I. MDE Approval # 5575-14-10 7, ALL WW; IWW OPERS, P. Approved MD lic. PE's. PADEP #1939. NJ-07-1010715-20.

7 hrs, 0.7 CEUs, Fee $175

1EYI 295 2H1: 11/9, T, 8:30 a.m. - 4:30 p.m., Georgetown, Hybrid

DEPARTMENT OF PUBLIC WORKS
TRAINING REQUEST

PART I

Name of Employee: Monroe Green

Date of Program: 11/09/2021

Title of Program: Biological Nutrient Removal

Justification for Attendance: Credit hours

Estimate of Expenses:

Release Time In Hours: 8

Del Tech - CCP
Jason Technology Center, Room 109
21179 College Drive
.Georgetown, DE 19947

Tuition/Fee: $ 175.00

Total Cost: $ 175.00

PART II

Check One: Approved ✓. If approved, indicate how much information will be shared:

Not Approved _____. If not, give reason:

Division Head's Signature: _____ Date: 8/9/21

PART III

Approved: _____ Not Approved: _____

DALLAS BAKER, PUBLIC WORKS DIRECTOR [DATE]

OUT OF STATE APPROVAL:

HAROLD L. HIGGINS, CHIEF ADMINISTRATIVE OFFICER [DATE]

REVISED: 8/7/13
Msw/forms/training approval

Operation and Maintenance of Innovative and Alternative Systems

This class provides an in-depth view of specific operational and maintenance practices pertaining to alternative treatment units and disposal systems. Topics include: regulatory requirements, operational principles, preventative maintenance, and troubleshooting tips for advanced treatment devices, drip dispersal systems, and media filters.

Approvals: DE WW Ops-D. DE Onsite Lic. A,B,C,D,E,F,H,I. MDE #5261-12-10, 7 WW 3-6 & S; IWW 4-7 OPERS, P. MD Env. Health Spec. MDE-BAT. MD Lic. PE's. NJ-07-0912145-20.

7 hrs, 0.7 CEUs, Fee $175

1EYI 910 2H1: 10/26, T, 5:30 - 9 p.m., Georgetown, Hybrid

Basic Laboratory Processes for Water/Wastewater Sampling

This class is designed to address all aspects of wastewater and water treatment testing, both for permit and process control tests. Representative sampling for each method, the summary of each test in "Standard Methods" and common variations will be included. Quality assurance, test outsourcing, proper documentation and general laboratory practices will also be covered. Class includes hands-on work with specific instrumentation and common problems that can be easily rectified. Participants are welcome to come with samples and any questions they may have.

Approved DE Water Ops -P. Approved DE WW Ops-D. MDE Approval #5462- 13-12, 7.0, ALL NP. Approved DE Onsite Lic. A,B,C,D,E,F,H,I. Approved MD lic. PE's. Approved MD Env. Health Spec. NJ-07-0313165-30.

7 hrs, 0.7 CEUs, Fee $175

1EYI 941 2H1: 11/1, M, 8:30 a.m. - 4:30 p.m., Georgetown, Hybrid

Biological Nutrient Removal

In-depth review of the biological processes involved in the removal of nitrogen and phosphorus from activated sludge. The review includes nitrification, denitrification and biological phosphorus release and uptake. Also presented are the necessary operational conditions for oxic, anoxic, and anaerobic environments.

Approved DE WW Ops-D. Approved DE Onsite Lic. A,B,C,D,E,F,H,I. MDE Approval # 5575-14-10 7, ALL WW; IWW OPERS, P. Approved MD lic. PE's. PADEP #1939. NJ-07-1010715-20.

7 hrs, 0.7 CEUs, Fee $175

1EYI 295 2H1: 11/9, T, 8:30 a.m. - 4:30 p.m., Georgetown, Hybrid

DEPARTMENT OF PUBLIC WORKS
TRAINING REQUEST

PART I

Name of Employee: Monroe Green

Date of Program: 11/30/2021

Title of Program: Nitrification in Water and Wastewater Processes

Justification for Attendance: Credit hours

Estimate of Expenses:

Release Time In Hours: 8

Del Tech - CCP
Jason Technology Center, Room 109
21179 College Drive
.Georgetown, DE 19947

Tuition/Fee: $ 175.00

Total Cost: $ 175.00

PART II

Check One: Approved ✓. If approved, indicate how much information will be shared:

Not Approved _____. If not, give reason:

Division Head's Signature: _____ Date: 8/9/21

PART III

Approved: _____ Not Approved: _____

DALLAS BAKER, PUBLIC WORKS DIRECTOR [DATE]

OUT OF STATE APPROVAL:

HAROLD L. HIGGINS, CHIEF ADMINISTRATIVE OFFICER [DATE]

REVISED: 8/7/13
Msw/forms/training approval

Nitrification in Water and Wastewater Processes

This class will present an overview of nitrification processes as they occur in both water and wastewater applications. Standard practices used to control nitrification will be discussed.

Approvals: DE Water Ops-D. DE WW Ops-D. DE Onsite Lic. A,B,C,D,E,F,H,I. MDE #6662-19-10-A ALL OPERS. MD lic. PE's. NJ-07-0916242-30.

7 hrs, 0.7 CEUs, Fee $175

1EYI 219 2H1: 11/30, T, 8:30 a.m. - 4:30 p.m., Georgetown, Hybrid

21st Century Drinking Water Corrosion Control

This course will define potable water corrosion and the benefit of corrosion indexes. Students will examine: water quality issues (pH, temperature, hardness, alkalinity, TDS); effective corrosion control; and integrating issues like disinfection, distribution piping, flushing schedules, coupon studies, and electricity grounding can play a major role in corrosion control.

Approvals: DE Water Ops-D. DE Well Drillers, 3 CEUs. MDE #2720-03-03, 7 (1.5x) WT ALL; WD, P. MD Lic. PE's. MD Env. Health Spec. PADEP #1937. NJ-07-040630-10. VA WWOPS.

7 hrs, 0.7 CEUs, Fee $175

1EYI 274 2V1: 12/1, W, 8:30 a.m. - 4:30 p.m., Online (Georgetown)

US DOT HAZMAT General Awareness Training

This course will satisfy the training requirements of US DOT listed in 49 CFR 172 Subpart H. Topics include: security and safety awareness, using the HAZMAT table, labeling, marking; placarding, packaging, and shipping papers.

Approvals: DE Water Ops-I. DE WW Ops-I. DE Onsite Lic. A,B,C,D,E,F,H,I. MDE #6285-17-12, ALL OPERS, NP. MD Lic. PE's. NJ-07- 0319253-30.

8 hrs, 0.8 CEUs, Fee $199

1EYI 291 2H1: 12/6, M, 8:30 a.m. - 5 p.m., Georgetown, Hybrid

MARYLAND'S Coast
Worcester County Recreation & Parks
6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

RECEIVED
WORCESTER COUNTY
AUG 31 2021
Worcester County Admin

MEMORANDUM

TO: Weston Young, Assistant Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
DATE: August 30, 2021
SUBJECT: Permission for Out of State Travel – NRPA Schools

This is a request for Recreation and Parks personnel to attend some of the National Recreation & Parks Association (NRPA) Schools held at Oglebay in Wheeling, West Virginia. In the FY22 budget, we have proposed for funds to cover the cost of these educational opportunities.

There are funds in the FY22 budget, account 100.1601.400.7000.040 (Recreation) and 100.1602.500.7000.040 (Parks), Travel, Training & Expense Continuing Education/Certification to cover these expenses. All estimated costs include Registration and Lodging. Travel will be by county vehicles and meals are included within the registration.

Event Management School
January 16 - 21, 2022 – Estimated Cost $5,550
Allen Swiger, Recreation Superintendent (2nd year)
Lisa Gebhardt, Recreation Facility Superintendent (2nd year)
Tyler Keiser, Recreation Program Manager II

Maintenance Management School
January 30 – February 4, 2022 – Estimated Cost $3,450
Darcy Billetdeaux, Parks Crew Leader
Ryan Blevins, Parks Worker V

Revenue Development and Management School
March 12 - 18, 2022 – Estimated Cost $3,880
Kelly Rados, Director
Allen Swiger, Recreation Superintendent

NRPA schools are forums where the park and recreation community comes together to exchange ideas and information. NRPA educational events offer the most relevant and diverse professional development programs that cover all aspects of parks and recreation. Our staff will benefit from this education and networking opportunities needed to be a successful department moving forward. Additional information on each school is attached for your convenience.

Thank you, in advance, for your consideration of this travel request. If you have any questions or need additional information, please contact me at 410.632.2144, ext. 2502

Attachment

Event Management School

Festivals and events have become a valuable resource to communities. Over time, events have changed from informal affairs to spectacular productions, demanding extensive skills and experience. As a result, the International Festivals & Events Association (IFEA) and NRPA have partnered to create this two-year professional development program geared toward event management staff.

Who Should Attend

Park and recreation managers and staff responsible for the successful design, development and execution of events of any size. This event also is great for key event volunteers looking to broaden their knowledge.

Schedule & Learning Objectives

The Event Management School first-year curriculum was created with the goal of providing a strong basic understanding and awareness of the multiple, critical components involved in event planning and management. The second-year curriculum builds upon that first-year knowledge-base by providing more applied workshop-styled opportunities in specific areas, together with a project-based opportunity to help bring the "real world" a little closer to the classroom.

Park and Recreation Maintenance Management School

The Park and Recreation Maintenance Management School (MMS) is a comprehensive two-year professional development program designed to teach park and recreation professionals how to develop and manage a wide variety of maintenance programs.

Who Should Attend

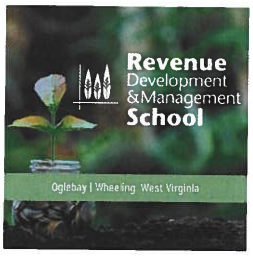
Park, recreation and conservation personnel who manage park and recreation maintenance programs of any kind.

Learning Objectives

Year 1 — Identify and recognize effective professional techniques of maintenance management. Curriculum is directed at the improvement of attendee's professional maintenance management practices.

Learning Objectives:

- Identify and develop emotional and social skills to improve your work effectiveness.
- Learn how to work more effectively across boundaries (i.e., levels, functions, departments and organizations) as a means to increase productivity and overall work satisfaction.
- Identify how misunderstanding and miscommunication happen across organizational lines and to develop effective strategies to address them.
- Identify how individual behaviors impact others.
- Develop methods to interact more strategically and effectively with all levels in the organization, including creating and deploying various communication vehicles to increase your influence.
- Increase individual self-awareness around the concepts of diversity and leadership and to apply these learnings to specific situations and/or projects in your organization.
- Learn how to stop being your own worst enemy!



Revenue Development and Management School

The Revenue Development and Management School is a comprehensive and unique professional development program focusing on proven revenue management and development techniques. It's targeted towards agencies that rely wholly or in part on generating revenues, such as organizations associated with state or local parks, recreation, leisure services, military recreation and other nonprofits.

Who Should Attend

Agency supervisors, managers and directors who are responsible for generating revenues.

Learning Objectives

- What are the basic components of revenue development and management
- How to position parks and recreation as an essential service that drives economic development
- What is the value of developing partnerships with community and corporate sponsors
- How to develop a cost recovery plan
- Where to find cost savings and efficiencies
- How to find additional revenue-generating areas within your agency

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

WESTON YOUNG
CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

To: Weston Young

From: Roscoe Leslie

Date: August 24, 2021

RE: IMLA Conference

I am requesting permission for out of state travel to Minneapolis, MN for the International Municipal Lawyers Association annual conference (9.28.21 to 10.3.21) for local government attorneys. The conference costs were included in our office's FY22 budget.

The prior county attorney attended the conference in past years and found the work sessions to be valuable.

Estimated cost for the conference:

Registration	$625
Lodging	$1,095
Flight	$433
Meals	$295
Ground transportation & Mileage	$210
Parking & Tolls	$65
Total	**$2,723**

Funds are available within account 100.1001.6510.020.

MARYLAND'S Coast WORCESTER COUNTY

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
DATE: September 1, 2021
RE: Pocomoke Armory Demolition MOU

At the August 17, 2021 meeting, the City of Pocomoke presented a proposal regarding the demolition of the historic armory building as well as the acquisition and demolition of various nearby buildings, ultimately providing a new location for the proposed Pocomoke Branch of the Worcester County Library System.

It was requested the City return with an agreement regarding the process. This draft memorandum of understanding, if approved, will assist the City with obtaining a state grant for the demolition of the armory property.

Memorandum of Understanding between Pocomoke City, Maryland and the County Commissioners of Worcester County, Maryland Regarding the Construction of a Library in Pocomoke City

WHEREAS the Worcester County Library currently maintains a branch in Pocomoke City; and

WHEREAS the branch located in Pocomoke City celebrated its 50th anniversary in 2020; and

WHEREAS on May 5, 2020, the County Commissioners of Worcester County, Maryland ("Worcester County") voted to allow the Worcester County Library to move forward with a State capital grant for construction funds for a new branch in Pocomoke City, and

WHEREAS the area of and around the former Maryland National Guard Armory in Pocomoke City has been selected as a feasible location for the new library branch, and

WHEREAS Pocomoke City was deeded the lot, which previously housed the Maryland National Guard Armory, by way of a deed recorded on September 28, 1970 and recorded among the Land Records of Worcester County at liber 292 page 251 et seq., and

WHEREAS the deed to the lot contained a provision requiring the City to use the property for public purposes, and the City has done and continues to fulfill that provision since taking possession of the property, and

WHEREAS Worcester County does not wish to undertake the task of addressing the environmental remediation and demolition of the Armory, and

WHEREAS Pocomoke City is eligible for a grant for environmental clean up and demolition of the former Maryland National Guard Armory.

NOW THEREFORE BE IT AGREED, that Pocomoke City shall transfer the deed for the property, recorded among the Land Records of Worcester County at liber 292 page 251 et seq., to Worcester County, for no cost, for the express purpose of building a new branch of the Worcester County Library on that location and Worcester County shall accept the transfer upon Pocomoke City fulfilling the following conditions:

1) Within one year of this MOU's execution, Pocomoke City applies for, receives and, if awarded, accepts grant funding for the environmental clean-up and demolition of the Armory;

2) Upon acceptance of the grant funding, Pocomoke City remediates any environmental issues and demolishes the Armory within a reasonable amount of time;

3) Upon completion of remediation and demolition, Worcester County may conduct an Environmental Site Assessment & Geophysical Survey; and

4) Upon the conclusion that the site has been deemed fit for construction without additional remediation or other sitework, upon adequate grant funding being available from the State of Maryland, and upon satisfaction of all other applicable law, Worcester County intends to begin construction of the new library branch.

In the event that the site is not deemed fit for construction without additional remediation or other sitework or adequate grant funding is not available from the State of Maryland, Pocomoke City shall maintain the current deed and continue to hold the property for public use.

As agreed to on this _____ day of _____ 2021.

_____	_____
Weston Young, County Commissioners of Worcester County Chief Administrative Officer	Jeremy Mason, Pocomoke City City Manager City Manager

Dear Weston Young,

Talkie Communications, inc has started fiber optics construction in the Pocomoke area and will be transitioning our second team in the Bishopville area in the coming months.

While Talkie is looking for a permanent location for its new headquarters, we request to lease the old liquor board building located at 5363 Snow Hill Rd., Snow Hill, MD 21863. Talkie needs a location for staging and storing the construction supplies and equipment. Most of the supplies if not all will be located outside.

Talkie understands the conditions inside the building and the conditions will not have any effect in storing our equipment.

Talkie request a short-term lease of this building for $2,000 monthly for staging our fiber supplies until the building because available for sale or another location has been secured.

Thank you,
Andre Demattia
CEO Talkie Communications, inc
August 30, 2021

LEASE

This Lease is entered on _____between the County Commissioners of Worcester County, Maryland ("County") and Talkie Communication, Inc. ("Lessee").

Lessee Contact Person: _____
(if different from above)

Address: _____

_____

Telephone Numbers: Mobile: _____
Home: _____
Business: _____

Email Address: _____

County and Lessee agree as follows:

1. **Premises**

   County leases to Lessee the portion of the building located at 5363 Snow Hill Rd, Snow Hill, Maryland that is specifically depicted in the attached Exhibit A ("Premises").

2. **Term**

   Initial Term: The initial term of this lease is one month beginning on _____and ending on _____ ("Initial Term"), after which the Lease will convert to a month-to-month term.

3. **Rent and Fees**

   3.1. Rent is $2,000 per month.

   3.2. Payment of rent and fees must be made by mail or in person to the Office of the County Commissioners on the first day of each month without billing made by County.

   3.3. Amounts received over 5 days late are subject to a charge of 1.5% per month.

4. Indemnification

Lessee must indemnify County against all claims, losses, damages, or demands (including all related expenses for investigation and defense, including court costs, expert fees, and reasonable attorneys' fees) related to this Lease or the use of the Premises by Lessee or its agents. This provision will survive the expiration or termination of this Lease indefinitely.

5. Insurance

5.1. Lessee must carry insurance satisfactory to the County, including at least the following policies:

5.1.1. Commercial General Liability Insurance with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 general aggregate and $500,000 for property damage.

5.1.2. Automobile Liability with a combined single limit of at least $300,000 for bodily injury and property damage per occurrence.

5.1.3. Workers' Compensation Insurance in the minimum amount required by Maryland law.

5.2. County must be named as an additional insured on each policy.

5.3. Lessee must provide certifications that the policies are in effect and will not be altered without at least 30 days' written notice to the County.

5.4. County may inspect the required policies.

6. Other Lessee Obligations

6.1. Lessee accepts the Premises in "as-is" condition and understands that the Premises is in a flood plain. Lessee must have written approval from the County before making any alterations to the Premises.

6.2. County is not responsible for any interruption of service for utilities.

6.3. Lessee is responsible for any maintenance or repair needed because of Lessee's acts or omissions.

6.4. Lessee bears all risk of damage to goods or other personal property stored at the Premises.

7. Permitted Activities

Lessee may do the following at the Premises:

7.1. Staging and storing of construction supplies and equipment to be used in the installation of a broadband fiber.

8. Prohibited Activities

Lessee must not engage in the following at the Premises:

8.1. Any other activities not described in Section 7 above.

8.2. Any activity that interferes with County's use of the remaining portions of the Premises.

9. Environment

9.1. Lessee agrees to indemnify County against all liability for fines, physical damage to property, or injury or death to persons, including reasonable expenses and attorneys' fees, arising from Lessee's failure to comply with any Environmental Laws or any release of Hazardous Materials caused by Lessee or its agents.

9.2. County may conduct an environmental audit of the Premises to determine if Lessee has breached any obligations imposed by law or this lease. Lessee must pay all costs of the investigation if it discloses any breach by Lessee.

9.3. The environmental indemnification provisions are in addition to other indemnification provision contained in this Lease and will survive the expiration or termination of this Lease indefinitely.

9.4. Definitions: For the purposes of this section, these terms are defined as follows.

9.4.1. "Environmental Laws": Any federal, state, local, or administrative law, rule, regulation, order, or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials.

9.4.2. "Hazardous Materials": Any material that, because of its quantity, concentration, or physical or chemical characteristics, is deemed by any federal, state, or local governmental entity to pose a present or potential hazard to human health or safety or to the environment, including any material or substance defined as a "hazardous substance," "pollutant," or "contaminant" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA") or under the laws Maryland; any asbestos and asbestos containing materials; lead-based paint; petroleum; natural gas or natural gas liquids; and

any materials listed as a hazardous substance in the Airport's Rules and Regulations.

10. Termination

10.1. Either party may terminate the Lease for any reason with 30 days' written notice to the other party.

10.2. After notice of termination, Rent will continue to accrue on a pro rata basis until Lessee vacates the Premises.

10.3. If Lessee is in breach of any provision of this Lease, Lessee will have 5 days to cure upon written notice from the County. If the breach is not cured within 5 days, County may terminate the Lease.

10.4. Upon vacating the Premises, Lessee must deliver the Premises upon the termination in as good condition as when first occupied except for ordinary wear-and-tear.

11. Compliance With Applicable Law and Taxes

11.1. Lessee must strictly comply with all laws, ordinances, rules, and regulations of governing bodies with jurisdiction over it.

11.2. Lessee is responsible for all applicable taxes.

12. Notices

Notice under the Lease must be by certified mail (postage-prepaid) to the following addresses.

County:

1 W. Market Street, Room 1103
Snow Hill, Maryland 21863

Lessee:

99 Talbot Blvd.
Chestertown MD, 21620

13. Amendments

All amendments of this Lease must be in writing and signed by all parties.

14. Assignment Prohibited

Lessee must not assign any interest in or sublet of any part of the Premises.

15. Applicable Law

This Lease is governed by the laws of the State of Maryland and Worcester County.

16. Entire Agreement

This Lease is the entire agreement between the parties and supersedes all earlier related communications.

17. Third Party Beneficiaries

Nothing in this Lease gives any rights to any unnamed third persons.

18. Successors and Assigns

This Lease is binding upon the successors and assigns of the parties.

19. Severability

If a court finds any term of this Lease to be invalid, the remaining terms will be unaffected and construed as if the Lease did not contain the invalid term.

20. No Waiver

The failure of either party to enforce any term of this Lease is not a waiver.

21. Attorney's Fees

Lessee must pay to County all reasonable attorneys' fees and court costs that County incurs enforcing this Lease, including for any landlord/tenant action. Attorneys' fees and court costs will be considered rent.

The Parties agree to this Lease on the date stated above.

Attest:

County Commissioners of Worcester County, Maryland

_____

Weston S. Young
Chief Administrative Officer

_____(Seal)

Joseph M. Mitrecic
President

Witness

Talkie Communications, Inc.
Lessee

_____

_____(Seal) By: Andre DeMattia, CEO

Dear Weston Young,

Talkie Communications, inc has applied for the NTIA grant for 18.5 million dollars to cover areas that the RDOF grants did not cover.

As of today, no grant funds have been released. If the ARPA funds are awarded to Talkie we would like to use those funds to cover the highest populated area of the county in Bishopville. Talkie would start the infrastructure to provide service in the northern area working down to Newark as well as continuing building Pocomoke. If the NTIA grant is awarded to Talkie, we would then refund the ARPA funds to other areas of the county based on the county's priorities. If the NTIA is not awarded we will continue to apply for the upcoming reconnect grant as well as the Maryland grant that will be awarded 2022 for the other areas of the county that have not received funding to build out.

Talkie would also like to ask for a 5-million-dollar loan. This loan will help us build at a significantly faster pace allowing us to call in contractors as well as in house construction. Talkie would repay the loan with interest set by the county. Talkie would like to defer payments for 2 years.

Thank you,
Andre Demattia
CEO Talkie Communications, inc
August 30, 2021

MARYLAND'S Coast WORCESTER COUNTY

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
DATE: September 1, 2021
RE: ARPA Funding Follow-Up Discussion

CAO Note: Index of Memo

June 30, 2021 ARPA Memo Pages 24-3 to 24-17
Mental Health Resiliency Training Pages 24-18 to 24-19
Armored Rescue Vehicle Request Pages 24-20 to 24-27

At the July 6, 2021 Commissioners' meeting, we discussed how best to use the first half of the American Rescue Plan Act (ARPA) funds that we have received. A motion was made to use the funding for broadband installation throughout the county and to fund to our volunteer fire departments.

In the two months since that meeting, staff has completed more research as well as attended MACo and NACo events on these topics. As stated in the attached memo, this first of two funding allocations totals $5,077,000. Of that, $512,500 has been allocated to the Lewis Road Sewer project. The remaining $4,564,500 is what staff would like direction on and has provided recommendations below.

Funding Fire/EMS Departments

In regards to funding the volunteer fire departments, ARPA has a provision called Aid to Nonprofit Organizations that would likely be the best avenue to meet the parameters of the law. Within that, the two directions to comply with ARPA that best fit the needs of the departments is through Economic Impact and Behavioral Health. We've reached out to the departments to obtain the amount of revenue loss they've experienced during the pandemic and are still reviewing that information. Further, there has been a request for funding for mental health resiliency training for Worcester County public safety personnel. The approximate cost of this training is $60,000 and it would be voluntarily offered to all Worcester County first responders.

Staff recommends that the Commissioners fund the mental health resiliency training as well as set an amount per company that can be applied for to the County, pending appropriate receipts and reporting guidelines set by the US Treasury.

Funding Broadband Fiber

As noted in the attached ARPA memo dated June 30, 2021, we have two Internet Service Providers (ISPs) looking to install broadband throughout Worcester County. We also received a request for funding from the Maryland Broadband Cooperative (MBC), whose efforts and infrastructure benefit all parties, including our emergency communications. The approximate cost of the three MBC projects is $820,000.

Of the two ISPs, Talkie Communications, Inc. (Talkie) has been aggressively pursuing grants and currently has the potential to bring in nearly $26 million in grant monies towards our estimated $52 million of need. However, until that grant money is awarded, Talkie is requesting that we provide ARPA funding to help expand their installation efforts faster and further.

Staff recommends funding the full request of the MBC with the remaining funding going to Talkie for broadband in Commissioner-identified needed areas.

Other Considerations

In addition to the various projects included in the June 30 memo, we have received two additional requests since that time. The Sheriff's Office has submitted a request of $324,401.25 to acquire an Armored Rescue Vehicle to provide protection to public safety personnel when dealing with mental health related incidents, among other benefits. Their justification is attached and, if approved, staff believes the Behavioral Health provision mentioned above could potentially be used to justify the expense. We have also heard from Economic Development that a few businesses could use more help due to economic impacts due to COVID. The extent of need has not been determined at this point.

We expect to receive the other half of ARPA funding in June of 2022.

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

COMMISSIONERS
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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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Weston S. Young, Incoming Chief Administrative Officer WSY
DATE: June 30, 2021
RE: American Rescue Plan Act of 2021 (ARPA) Funds

Earlier this month we received the first half of the ARPA funds directed to Worcester County, totaling $5,077,000. The second half of the funding will be received in approximately a year from now. The deadline to spend all funds is December 31, 2024.

These funds may be utilized by the county only if it meets one of the following criteria:

1. Respond to the public health emergency with respect to the COVID-19 or its negative economic impacts
2. Provide premium pay to eligible workers of the county
3. For the provision of government services to the extent of the reduction in revenue, or
4. Make necessary investments in water, sewer or broadband infrastructure.

Similarly, with the funds received through the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES), we will have to file periodic reports and coordinate with our state and federal contacts on expenditures. We have currently fully expended all available CARES funding.

I believe it is prudent to discuss how we intend to allocate the first half of the ARPA funding. Each request, if granted, should be done so conditionally pending it is vetted through our state and federal contacts. Failure to comply with the provisions of the ARPA guidance will require the county to repay the U.S. Treasury.

We have had several conversations regarding the need for broadband throughout the county and efforts have been made by the Director of IT to identify and work with Internet Service Providers (ISPs) to accomplish this goal. While there are various factors that can impact costs of installing broadband (aerial versus underground with conduit, crossing railroads or waterbodies, right of way available, etc.), we've calculated a rough estimate that a mile of broadband will cost $100,000. We have two ISPs openly interested in providing this service throughout our county and any funds dedicated to this effort will be

competitively distributed. We also have a specific request from Maryland Broadband Cooperative, detailed below, that is also a key part in our broadband effort.

To date, we have allocated $512,500 at the June 15, 2021 Commissioners' Meeting to assist with the Lewis Road sewer expansion project. This leaves $4,564,500 in the first half of our ARPA funds.

We have received the following requests for use of our ARPA funds:

County Water and Sewer Projects

Ocean Pines Sanitary Service Area (SSA) – Pines Plaza Commercial Area = $150,000 (estimated)

Ocean Pines SSA – Gum Point Road Community = $200,000

Ocean Pines SSA – St. Martins by the Bay = $50,000 to $100,000

Mystic Harbour SSA – Solids Handling Equipment = $200,000 Pages 3-4

Mystic Harbour SSA – Design of Interconnection to Riddle Farm = $50,000

Newark SSA – Water Tower Debt Paydown = $300,000 (estimated)

Maryland Broadband Cooperative

Upgrade Berlin Point-of-Presence (POP) = $240,000

Establish Network Diversity = $340,000 Pages 5-6

Create a New POP in Worcester = $240,000

Worcester County Health Department

Mental Health Clinic – Reduction in Revenue = $464,667 Page 7

Dental Health Clinic – Reduction in Revenue = $81,022

Specific Fire Department Requests

Ambulance for Showell = $275,172

Rescue Boat for Stockton = $35,000 Pages 8-9

County Projects

Jail HVAC Ventilation Project = $5,000,000 Pages 10-15

Tyler Technology Online Permitting Program = $557,375

I have included the requests that I have received as of the date of this memo. By only focusing on the first half of the ARPA funding we can address future issues in the coming year. As mentioned above, I suggest any requests granted are done so conditional on approval.

TABLE 1: ARPA WATER AND SEWER PROJECT LISTING

Project Number	Sanitary Service Area and/or Sub Area	Funding Specifics	
		Project Detail	Funding Request
1	Landings – Lewis Road Community	Use of funds to pay down the USDA loan for the sewer connection project to assist the community with lower annual sewer O&M costs as a result of the provision of this debt relief.	$500,000 Approved 6/15/21
2	Landings – Lewis Road Community	One time only grant to existing community members with septics for assistance with sewer connection and septic closure costs	$70,000 (could alternatively be from general fund) Approved 6/15/21
3	Ocean Pines – Pines Plaza Commercial Area	Assistance with paydown of the remaining balance on the General Fund loan to help fund the extension to the subarea of public water and sewer.	$150,000 (estimated)
4	Ocean Pines – Gum Point Road Community	Assistance with paydown of the remaining balance on the General Fund loan to help fund the extension to the subarea of public sewer.	$200,000
5	Ocean Pines – St. Martins By the Bay Community	Assistance with the extension of public water to the community.	$50,000 to 100,000 seed money for estm. $780k project– provided community accepts USDA grant/loan package
6	Mystic Harbour	Assistance with solids handling equipment upgrades – in FY 22-FY 26 CIP	$200,000 assistance money – out of a $3.2MM project cost estimate
7	Mystic Harbour	Design engineering costs for interconnection of Mystic and Riddle Farm	$50,000

Project Number	Sanitary Service Area and/or Sub Area	Funding Specifics	
		Project Detail	Funding Request
		water systems to provide redundancy for all of the northern County water system to produce a shovel ready project for funding applications.	
8	Newark	Pay down the debt on the water tower loan to reduce operating expenses for the service area's water bills.	$300,000 (estimated)

Weston S. Young

From: Brian Jones
Sent: Monday, June 21, 2021 2:56 PM
To: Weston S. Young
Subject: FW: *EXTERNAL*:Thanks for the Meeting

Weston,

I just got an updated request from Maryland Broadband COOP. The email is self-explanatory.

Thanks

Brian K. Jones
Director
Worcester County Department of Information Technology

bjones@co.worcester.md.us
Direct 410-632-9301
(W) 410-632-5610 X1522

From: Drew VanDopp <dvandopp@mdbc.us>
Sent: Monday, June 21, 2021 2:53 PM
To: Brian Jones <bjones@co.worcester.md.us>
Subject: *EXTERNAL*:Thanks for the Meeting

CAUTION: This email originated from an external email domain which carries the additional risk that it may be a phishing email and/or contain malware.

Brian,

Good afternoon. I wanted to thank you for taking the time to meet with me on Monday the 14th to discuss all the exciting things Maryland Broadband has going on in Worcester County. And, quite obviously, I appreciated your perspective on the transformational projects Worcester County has under review as well. It's an extraordinary time for broadband in the state of Maryland, but as we have for more than a decade, I am highly confident Maryland Broadband and Worcester County will continue to partner on projects that inure to the benefit of your communities and the fulfilment or our missions.

In case we want to revisit anything in the future, I thought I'd share my notes on the update I provided. Please feel free to add or edit as you see fit.

1. Cell Service Expansion: We've been carrying highspeed circuits filled with cell traffic out of Worcester County for almost ten years. I think we're up to 13 sites in Worcester County now from Pocomoke to Bishopville. However, what I think is great is the growth in capacity we're seeing. We started with 2 towers, for one cell carrier, at 50Mbs. Now we're carrying traffic for 3 cell carriers, a fourth is interested, and most of the towers have upgraded to 1Gig with plans to expand up to as much as 10Gig. That's 10Gig capacity at each tower. More on that later.
2. New RDOF Circuits: As you know, Talkie Communications has embarked on their builds in the County to support their responsibilities related to the FCC's RDOF program. Talkie is a member, and as the middle-mile transport network across the state, and one of the major fiber owners in the area, Maryland Broadband is working closely with Talkie on a network design to help them reach every corner of Worcester County.
3. Network Diversity: We are in conversations with DPL about completing a diverse fiber path through Delaware. Completing this project would insulate all of our services in Worcester County from fiber cuts that occur south of Cambridge.
4. Optical Network Upgrade: The demand for greater capacity is exploding, not just for cell services as I mentioned earlier, but for all of our transport products. We would like to upgrade our backhaul network equipment to meet these demands, and have a strategy for deploying 100Gig capabilities ubiquitously across the network. In Worcester County we want to upgrade our Point-of-Presence (POP) in Berlin, and depending on Talkie's growing needs, we may place a second POP in or near Pocomoke. As we upgrade our network, which could benefit every member ISP operating in Worcester County, there may be an opportunity for the County to assist. We're asking counties that have unobligated CARES ACT grant funds, if they could grant some small portion of those monies to us so that we can upgrade our equipment and capabilities supporting their county. If that is something you think the County might be interested in helping with allow me share some cost details.
    i. Costs for equipment and service capability upgrades in each of our POPs is approximately $240,000 per location. Therefore we would request grant funds of **$240,000** for the existing Berlin POP, and an additional $240,000 for any new POPs in Pocomoke or elsewhere that may be requested as part of the Worcester County's overall plan with the service providers.
    ii. Also, as mentioned in 3 above, we'd like to complete the goal of physical diversity off the shore for all services in Worcester County; including ISPs, Healthcare providers, NG-911 and Cell Service. We estimate this cost at **$340,000** to cover a new POP between Ocean City and Elkton, as well as a mile long fiber build.
    iii. In sum our request for grant funds is as follows:
        1. Upgrade Berlin POP $240,000
        2. Establish Diversity $340,000 or $580,000 in total
        3. New Worcester POP $240,000 or $820,000 in total

Again, it was great to talk with you. Let me know if there is anything you need me to do to help with this process.

Thanks you,

Drew

Drew Van Dopp
President & CEO
MDBC
410-341-MDBC(6322)
443-783-3983 m
410-341-6327 f

Weston S. Young

From: Rebecca Jones -MDH- <rjones@maryland.gov>
Sent: Friday, June 4, 2021 4:05 PM
To: Weston S. Young; Harold Higgins; Phil Thompson; Candace Savage; Kathy Whited
Cc: David Beach -MDH-
Subject: *EXTERNAL*:ARPA Request

CAUTION: This email originated from an external email domain which carries the additional risk that it may be a phishing email and/or contain malware.

Good Afternoon All-

Thank you for the opportunity to submit our ARPA funding request for consideration. Based on the review of our fee for service programs, our Mental Health Clinic and our Dental Clinic have been the most severely impacted during this past year due to COVID. We are projecting the following losses:

Mental Health Clinic: $464,667
Dental Clinic: $81,022

We are the largest Behavioral Health provider in the county offering services to children, youth and adults. Our Dental Clinic provides services to children and adolescents up to 21 years of age.

Please let me know if you have any additional questions.

Take care and I hope you have a great weekend!

Becky
--
Rebecca L. Jones RN, BSN, MSN
Health Officer
Worcester County Health Department
6040 Public Landing Road
Snow Hill, Maryland 21863
Phone: 410-632-1100 ext. 1030
Fax: 410-632-1119
Email: rjones@maryland.gov

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Term Proposal
February 5, 2021

FREEDOM
FINANCIAL

Jack Jackson
144 Freedom Blvd
Yorktown, VA 23692
(757) 234-7424

Showell Volunteer Fire Dompany, MD

Freedom Financial is pleased to present the following term sheet. Lease-Purchase terms are for discussion purposes only and subject to acceptance of financial documentation and credit approval. Please note that rates are not locked and are subject to adjustment at time of transaction funding date. Lease-Purchase must qualify for Federal Income Tax Exempt status for the lessee.

Equipment:	(1) Dodge 5500 4X2 Road Rescue Ambulance
Unit Cost:	$275,172
Down Payment:	$0
Amount Financed:	$275,172
Frequency of Payments:	Annual
First Payment Due:	(1) Year after Loan Commencement

Term:	5 Years	7 Years
Payments:	$61,741.65	$45,931.05
Rate:	3.96%	4.05%

Freedom Financial is providing this information for discussion purposes only in anticipation of engaging in a commercial, arm's length transaction. Freedom Financial is not acting as a municipal advisor, financial advisor or fiduciary to any person or entity. Please consult with your own legal, accounting, tax, financial, and other advisors to the extent you deem appropriate.

Weston S. Young

From: Charles Jerscheid <stocktonchief251@gmail.com>
Sent: Tuesday, June 29, 2021 10:26 PM
To: Weston S. Young
Cc: Neil Payne"
Subject: *EXTERNAL*:Grant money

CAUTION: This email originated from an external email domain which carries the additional risk that it may be a phishing email and/or contain malware.

Weston the project is something we the Stockton vfc have had on back burner especially with the issues that have been presented over the last year
As you may be aware our rescue boat is a 1980 Boston whaler 16 ft it actually belonged to the greenbackville fire department. They gave it to us about 9 years ago because they didn't have the ability to run it and maintain it. We placed in service at that time as rescue boat 2.
We are 1 of 2 boats on the south end of the county. And actuality boat 2 and 4 are the only boats on trailers in the county.
As you know I reached out to state senator caroza to see about possible grants and or possibly of getting a older boat from DNR. We are looking to get a bit bigger vessel to accommodate and handle potential increase in calls and people associated with the river boat as well as our water area in the back bays.
We would be asking for $35,000.00 dollars what ever we did not use we would return to the county to be redistributed.
We also would upon purchase or recieving of a newer boat offer our current boat to the pocomoke fire department for them to have if they so wanted.
We would run and assist any agency within the county as well as our mutual aid areas.
Thank you for your assistance in this matter.

Weston S. Young

From: Bill Bradshaw
Sent: Tuesday, June 29, 2021 4:05 PM
To: Weston S. Young
Subject: RE: ARPA Jail Ventilation

Weston:

The current estimate for the Phase 2 improvements for the jail is $11.9 million from Gipe. This principally includes new Heating & Ventilating systems for the original housing units and work release areas, roof replacement (1980's vintage roof), HVAC for remaining corridors (majority were conditioned in phase 1), exterior steel coating, building HVAC controls, HVAC addition in the 2008 Multipurpose room and adjacent corridor, kitchen area door replacements, and smoke alarm systems replacements in affected areas.

Based on preliminary understanding of grant applicability for current COVID relief and recovery/infrastructure projects, ventilation improvements may be included. The work currently estimated includes $5.0 to $5.5 million in ventilation improvements for the housing units. This project would increase ventilation in the original housing units to current standards. This requires removal and replacement of ductwork, roof H&V equipment and associated equipment.

The current design and specifications are at 95% complete. We can structure the bids for breakout as needed but we will need to provide direction.

I hope this helps with your memo as the housing units H&V equipment is 40 years old. There is no space temperature control in the individual housing units. Please let me know if there are further questions.

Thanks.

From: Weston S. Young <weston.young@co.worcester.md.us>
Sent: Tuesday, June 29, 2021 2:08 PM
To: Bill Bradshaw <bbradshaw@co.worcester.md.us>
Subject: RE: ARPA Jail Ventilation

Thank you! I'm planning on working on the ARPA memo tonight, so this will be helpful.

From: Bill Bradshaw
Sent: Tuesday, June 29, 2021 2:01 PM
To: Weston S. Young <weston.young@co.worcester.md.us>
Subject: RE: ARPA Jail Ventilation

Yes I have a decent estimate from Gipe so we will break that out today. Thanks.

From: Weston S. Young <weston.young@co.worcester.md.us>
Sent: Tuesday, June 29, 2021 1:47 PM
To: Bill Bradshaw <bbradshaw@co.worcester.md.us>
Subject: ARPA Jail Ventilation

Bill:

tyler technologies

Quoted By:	Steve Simmons
Date:	12/9/2020
Quote Expiration:	12/31/2020
Quote Name:	Worcester County - ERP - EnerGov
Quote Number:	2019-87840-2
Quote Description:	EnerGov

Sales Quotation For

Worcester County
1 W Market St
Snow Hill, MD 21863-1085
Phone +1 (410) 632-1194

SaaS

Description	# Years	Annual Fee	One Time Fees: Impl. Hours	Impl. Cost	Data Conversion
Additional:					
EnerGov Advanced Automation Bundle	1	$6,735.00	40	$7,000.00	$0.00
MyCivic Bundle (Limited Use)	1	$8,250.00	40	$7,000.00	$0.00
TOTAL:		**$14,985.00**	**80**	**$14,000.00**	**$0.00**

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
EnerGov Citizen Self Service - Community Development	$30,000.00	32	$5,600.00	$0.00	$35,600.00	$6,600.00
EnerGov Community Development Suite (30)	$90,000.00	760	$133,000.00	$30,550.00	$253,550.00	$19,800.00
EnerGov Core Foundation Bundle	$5,500.00	24	$4,200.00	$0.00	$9,700.00	$1,210.00
EnerGov e-Reviews	$54,000.00	104	$18,200.00	$0.00	$72,200.00	$11,880.00
EnerGov iG Workforce Apps (10)	$10,000.00	32	$5,600.00	$0.00	$15,600.00	$2,200.00
EnerGov Report Toolkit	$5,000.00	0	$0.00	$0.00	$5,000.00	$1,100.00
EnerGov View Only License	$699.00	0	$0.00	$0.00	$699.00	$154.00
Tyler 311/Incident Management	$24,750.00	80	$14,000.00	$0.00	$38,750.00	$5,445.00

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Tyler Content Manager SE - EnerGov Community Development - G	$0.00	0	$0.00	$8,000.00	$8,000.00	$0.00
Tyler GIS (30)	$15,000.00	0	$0.00	$0.00	$15,000.00	$3,300.00
Tyler System Management Services Contract	$0.00	0	$0.00	$0.00	$0.00	$11,902.00
Sub-Total:	$234,949.00		$180,600.00	$38,550.00	$454,099.00	$63,591.00
Less Discount:	*$23,425.00*		*$0.00*	*$0.00*	*$23,425.00*	*$0.00*
TOTAL:	**$211,524.00**	**1032**	**$180,600.00**	**$38,550.00**	**$430,674.00**	**$63,591.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
EnerGov Community Development Forms Library (5 Forms)	1	$8,925.00	$0.00	$8,925.00
Project Management	112	$175.00	$0.00	$19,600.00
TCM Conversion - Implementation	32	$175.00	$0.00	$5,600.00
TOTAL:				**$34,125.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$211,524.00	$63,591.00
Total SaaS	$0.00	$14,985.00
Total Tyler Services	$267,275.00	$0.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$478,799.00**	**$78,576.00**
Contract Total	**$557,375.00**	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
EnerGov Community Development - Conversion	$30,550.00	$0.00	$30,550.00
Tyler Content Manager SE - EnerGov Community Development	$8,000.00	$0.00	$8,000.00
TOTAL:			**$38,550.00**

Optional SaaS

Description	# Years	Annual Fee	One Time Fees: Impl. Hours	Impl. Cost	Data Conversion
Productivity:					
EnerGov Community Development Insights	1	$11,000.00	0	$0.00	$0.00
Additional:					
MyCivic Bundle	0	$20,000.00	96	$16,800.00	$0.00
	TOTAL:	**$31,000.00**	**96**	**$16,800.00**	**$0.00**

Optional Tyler Software & Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
Tyler Content Manager SE - EnerGov Business Management - G	$0.00	0	$0.00	$7,000.00	$7,000.00	$0.00
TOTAL:	**$0.00**	**0**	**$0.00**	**$7,000.00**	**$7,000.00**	**$0.00**

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Tyler Content Manager SE - EnerGov Business Management	$7,000.00	$0.00	$7,000.00
TOTAL:			**$7,000.00**

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Additional:						

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
EnerGov Citizen Self Service - Community Development	$30,000.00	$3,000.00	$27,000.00	$6,600.00	$0.00	$6,600.00
EnerGov Community Development Suite (30)	$90,000.00	$9,000.00	$81,000.00	$19,800.00	$0.00	$19,800.00
EnerGov Core Foundation Bundle	$5,500.00	$550.00	$4,950.00	$1,210.00	$0.00	$1,210.00
EnerGov e-Reviews	$54,000.00	$5,400.00	$48,600.00	$11,880.00	$0.00	$11,880.00
EnerGov iG Workforce Apps (10)	$10,000.00	$1,000.00	$9,000.00	$2,200.00	$0.00	$2,200.00
EnerGov Report Toolkit	$5,000.00	$500.00	$4,500.00	$1,100.00	$0.00	$1,100.00
EnerGov View Only License	$699.00	$0.00	$699.00	$154.00	$0.00	$154.00
Tyler 311/Incident Management	$24,750.00	$2,475.00	$22,275.00	$5,445.00	$0.00	$5,445.00
Tyler GIS (30)	$15,000.00	$1,500.00	$13,500.00	$3,300.00	$0.00	$3,300.00
Tyler System Management Services Contract	$0.00	$0.00	$0.00	$11,902.00	$0.00	$11,902.00
TOTAL:	**$234,949.00**	**$23,425.00**	**$211,524.00**	**$63,591.00**	**$0.00**	**$63,591.00**

Weston S. Young

From: Richard Bowers <RBowers@oceancitymd.gov>
Sent: Tuesday, August 3, 2021 1:56 PM
To: Weston S. Young
Cc: 'David A Fitzgerald'
Subject: *EXTERNAL*:Worcester County Public Safety Fire Responder Behavioral Health Program

CAUTION: This email originated from an external email domain which carries the additional risk that it may be a phishing email and/or contain malware.

Good afternoon County Administrator Young,

As we discussed via email, I am requesting funding in the ARPA funds for mental health resiliency training for all Worcester County public safety personnel.

There is a provision within the ARPA legislation to specifically fund mental health education and training for public safety personnel.

The goal here is to reach all interested Worcester County public safety personnel with 3 hour sessions during the next three years. The educational and training sessions are optional and offered at no cost to any Worcester County public safety personnel.

I would like to share some statistics with you to paint the picture of where we are with the mental health of our first response personnel.

Divorce Rates

- The average rate of divorce for police officers is 14.47%
- Men in fire services average about 19.6% divorce rate where women are at 40%.
- Dispatchers have a divorce rate of 46.6%

The majority of first responders have been exposed to trauma

- 46% have experienced anxiety
- 27% of first responders have been formally diagnosed with depression

Stress and Physical Impact

- Occupational stress is considered one of the strongest factors in the development of hypertension, the significance of which is evident in the 75% prevalence rate of pre-hypertension and hypertension among first responders.
- “Police officers, firefighters and correctional officers have the highest rates of obesity of all professions”

- According to the Wall Street Journal, 40.7% of police, firefighters and correctional officers are obese versus other jobs at 14.2%."

Sudden cardiac deaths

The 22 sudden cardiac deaths in 2019, with onset while the victim was on duty, mark the fourth consecutive year that the toll has been below 30, but they still account for the largest share of on-duty deaths. These are cases in which the onset of symptoms occurred while the victim was on duty and death occurred immediately or shortly thereafter.

PTSD

- 1 in 4 of active-duty and retired officers suffer from post-traumatic stress; but most don't even realize it.
- Approximately 7% to 37% of firefighters and paramedics meet criteria for PTSD.
- The rate of PTSD across telecommunicators is somewhere between 18 percent and 24 percent, as this percentage of individuals report enough symptoms of PTSD that they would likely receive a diagnosis if they were formally evaluated.

Characteristics of Police Officers who have committed suicide:

- Average age of officers dying by suicide was 42
- Average time on the job for officers dying by suicide was 16 years
- 15% – 18% (150,000) of officers suffered from Post-Traumatic Stress
- 91% of suicides were by male officers
- 63% of officers dying by suicide were single

Total suicide for Police in 2021 is 84
Fire Fighter Suicide rates 2019 114 (I am looking for more current data for 2020/2021)

Bottom line is that we have a public safety personnel problem that needs to be addressed with education and training. Behind the Lines Training can provide educational and training to focus on building resiliency for our first responders. COVID has chipped away at our resiliency and Heather Brown LCSW can provide and deliver the needed training over the next three years.

Cost: 60,000 over three years (20,000 each year) Includes professional training presenters and social networking with refreshements. We would prorate the program for 2021 if we were to begin late fall early winter and carry into part of 2024 for the grant completion and delivery of the education and training. He cost would naturally fluctuate down if not all the forcasted public safety personnel attended the training. I estamiated about 1300 total plus or minus Worcester County Public Safety Personnel in the entire service.

Should there be a need for additional information or specifics, please let me know. This education and training is for all Worcester County Public Safety personnel – Career/Volunteer Fire/EMS, Sheriffs, Communnications personnel.

Worcester County Sheriff's Office

Matthew Crisafulli
Sheriff

Douglas Dods
Chief Deputy

13 August 2021

Weston Young
Assistant County Administrative Officer
Worcester County Government Center
Snow Hill, MD 21863

SUBJECT: Funding for Armored Rescue Vehicle

Mr. Young,

As you know, grants to assist with the purchase of the needed Armored Rescue Vehicle (ARV) have become elusive to find. Regardless, the need is still present. Public Safety in the County have experienced an increase in mental health related incidents, both violent and ones with a progression to violence, with and without weapons. The frequency of these incidents have dramatically increased during the COVID 19 Pandemic due to a number of various reasons.

Given the relationship described above, we are requesting the funding for the ARV be from American Rescue Plan Act (ARPA) funds assigned to Worcester County.

This purchase will enable the Public Safety organizations to safely help our residents who are in emotional crisis and are also in possession of weapons. It will also allow for the protection from physical harm to health care providers by just the presence of the ARV (if health provider requests it) and the safe extraction (and medical care if needed) of the health care provider.

I have attached the original memo to Ms. Whited for the ARV funding in FY22 operational budget for detailed justification.

Please feel free to contact me if additional discussion/data is needed.

Douglas A. Dods
Colonel
Chief Deputy Sheriff

"Proud to Protect, Ready to Serve"

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Worcester County Sheriff's Office

Matthew Crisafulli
Sheriff

Douglas A. Dods
Chief Deputy

DATE: 02/23/2021
TO: Kathy Whited
CC:
FROM: Colonel D. Dods

SUBJECT: Request for funding to purchase Armored Rescue Vehicle for FY22

REMARKS:

The communities of Worcester County and the surrounding areas face a number of significant threats to their residents and critical infrastructure. These threats, such as terrorism, natural disasters, violent crime and mass shootings require our first responders to be constantly prepared for any critical incidents that may occur in the area. Major weather events in the area, such as Hurricane Sandy in 2012, which forced numerous evacuations in the county and caused extensive flooding and damage to the Ocean City beach front, show the severity of the threats facing the region.

To better help prepare for such incidents, the Worcester County Sheriff's Office sustains the highly trained Sheriff's Tactical Armed Response (STAR) Team to respond to all high risk critical call outs that occur within the county. In order for the team to effectively carry out our mission to protect the citizens and critical infrastructure of the region, we must have sufficient equipment to do the job. At this time, however, we lack access to a response vehicle capable of meeting our needs for responding to catastrophic incidents such as natural disasters and terrorist attacks, performing rescues in adverse conditions or for protecting the team and civilians from ballistic attacks. Though we have the training and experience to protect against, mitigate the effects of, respond to and recover from such events, we lack suitable equipment to sustain our capabilities to do so.

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Matthew Crisafulli
Sheriff

Douglas A. Dods
Chief Deputy

As the STAR team is responsible for responding to all incidents that exceed the capability of patrol within our jurisdiction, including terrorist attacks, hostage situations and mass shooting incidents, we hereby request **$324,401.25** in funding to purchase a tactical multipurpose Response and Rescue Vehicle.

This vehicle offers hardened walls and blast proof windows that protect passengers from the types of ballistic and projectile threats seen in recent terrorist attacks, allowing our team to deploy directly into hot zones to respond to ongoing emergencies. On top of this, the vehicle offers 4-wheel drive capability, run flat tires and the potential to reach highway speeds, helping us to respond to calls throughout our entire jurisdiction quickly in all road conditions. These capabilities will allow us to work off road when responding to calls in the many rural and remote areas of the county, while still allowing us to respond quickly to incidents taking place in more densely populated communities such as Snow Hill and Ocean City. The off-road capabilities, along with the vehicle's heightened ground clearance will enable us to maneuver over road debris in the aftermath of natural disasters such as hurricanes and flash floods and to navigate flood prone roadways along the Pocomoke River or the county's extensive coast line. The vehicle can carry up to 12 operators in full tactical gear and can fit up to 20 civilians in need of rescue or evacuation from violent incidents or natural disasters.

In addition to the vehicle's rugged body and durable tires, it also includes several other features that will help the team perform our duty. This Includes:

- 2 remote control spotlights that are capable of providing lighting in darkened areas and assisting us in search and rescue operations.
- A 14 foot hydraulic ram that can be attached to the front of the vehicle to allow officers to breach barricaded structures without exposing any personnel to potential gunfire.
- A Chemical Agent Resistant Coating (CARC) that will enable the vehicle to be decontaminated after exposure to hazardous materials, allowing it to be used in response to HazMat emergencies.

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- An inside/outside intercom system will allow negotiators to communicate with armed suspects from the safety of the vehicle.
- An AC/DC power inverter that can provide life saving energy in the event of a terrorist attack on the energy grid or a loss of power resulting from a natural disaster.

- A high capacity winch will assist us in rescue situations and will allow us to remove obstacles from roadways to mitigate delays in response time.
- A 4 way camera can be attached to the hydraulic ram to penetrate barricaded structures. This will allow the team to see inside barricaded areas to make sure there is no threat to officers, suspects or hostages before attempting an entry.

In addition to protecting officers and civilians from ballistic attack, the Rescue and Response Vehicle will also increase our cooperative efforts with other area first responders, improving our ability to respond to terrorist attacks, natural disasters or other mass casualty events. With this vehicle, we will be able to provide better protection while EMS units attempt to treat the wounded in volatile areas. The vehicle's various features will also allow us to work with paramedics and area fire units in performing rescues in adverse conditions, such as during hurricanes when standard emergency response vehicles aren't able to deploy due to high winds, or in the storms aftermath when our fire trucks and ambulances aren't able to access affected areas due to flooding or debris.

Considering how many recent terrorist attacks in the United States have involved individuals carrying out mass shootings in crowded areas, the ability to utilize a vehicle capable of protecting officers and civilians from ballistic attacks could not be more important to Law Enforcement Terrorism Prevention (LETP) efforts. Additionally, the vehicle can also support LETP efforts by acting as a mobile means of target hardening. Due to its many protective features, the vehicle

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Chief Deputy

can be used to protect outdoor events from the type of vehicle based attacks that have been seen both domestically and internationally over the past several years. As such terrorist incidents can be the work of either individual extremists or larger organizations, these LETP capabilities can be used to combat lone wolf attacks as well as to disrupt Complex Coordinated Terrorist Attacks (CCTAs).

The existing capabilities of the Worcester County Sheriff's Office support the goals we are hoping to achieve with the purchase of this equipment. STAR is a type II tactical unit that conducts 2 regular 10 hour training sessions per month as well as an annual 40 hour training session and quarterly active shooter training scenarios. The team consists of 14 tactical operators and includes a 3 man unit of marksmen. When needed the team deploys with a separate unit of tactical paramedics. Once received, this vehicle will be made available to all of the above listed personnel during tactical assignments.

STAR has jurisdiction throughout Worcester County, a 695 square mile region with 52,276 residents. This includes responding to all of the smaller communities and unincorporated areas of the county as well as most of the larger communities such as Snow Hill, a 3.41 square mile municipality with 4,866 residents. Through mutual aid agreement, the team responds jointly with the Ocean City SWAT Team to all calls that occur in that city (9.65 square miles with 6,944 residents) and can also be called on to respond to emergencies and support local tactical units in any of our neighboring counties.

There are numerous critical infrastructure points in and around Worcester County that this vehicle could protect from terrorist attacks or other threats. This includes:

- The Ocean City Municipal Airport is a 578 acre facility with 2 runways.

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Douglas A. Dods
Chief Deputy

- The county has 17 schools, with 4 high schools, 4 middle schools, 5 elementary schools, 1 alternative school and 3 private schools.
- Atlantic General Hospital is a 45 bed facility with an ER and radiology equipment.
- The South Ocean City Boardwalk is a 2.25 mile long tourist destination.
- The Harry W. Kelley Memorial Bridge is a 4 lane draw bridge carrying 21,491 vehicles per day on US Route 50.

- The Assawoman Bay Bridge is a 2 lane bridge carrying 18,062 residents per day on MD Route 90.
- The county has numerous ocean front beaches that are major destinations and bring in over 8 million tourists each summer.
- Hardwire has a manufacturing facility in the county that produces ballistic shields and equipment.

STAR has been involved in numerous high risk call outs that show this jurisdiction's vulnerability. This includes a number of armed barricaded gunman and hostage situations that forced the team to approach isolated buildings and to engage in prolonged standoffs with armed individuals, such as a 2020 incident in which a suspect fired on one of our patrol officers before barricading in his home and engaging us in an 18 hour standoff, as well as annual issues with an unlicensed car rally that brings thousands of individuals into Ocean City and which required over 3,500 arrests during last year's event. Such events show the need for our area to obtain a rescue vehicle that offers protection from ballistic and explosive threats and 4 wheel drive capability in order to protect our operators and civilians during all incidents.

Ocean City suffers from a very high violent crime rate and the entire county lies in a region that is considered "High Risk for Flooding Damage" (AttomData 2018 U.S. Natural Disaster Housing Risk Report). Despite these facts, the only

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vehicle that STAR currently has access to when performing tactical operations is a standard box truck. While this vehicle does provide the team with space to transport men and equipment on call outs, it lacks any protection from ballistic or projectile attacks, increasing the risk of serious injury or death to operators and civilians during critical incidents. In addition, the vehicle lacks 4 wheel drive capabilities, preventing us from utilizing it on calls in remote and rural areas or from using it in response to natural disasters in the area and severely reducing its effectiveness as a rescue vehicle. Considering the recent terrorist attacks and mass shooting incidents in such places as Colorado Springs, San Bernardino, Orlando, Las Vegas and Parkland, this lack of capability fails to prepare our team to respond

to and protect our citizens from the type of serious threats that could face our county at any time.

With the acquisition of a new Rescue and Response Vehicle, STAR will be better equipped to handle calls throughout our jurisdiction and will have better protection to help prepare us for any type of attack that may occur within the region. With the safety provided by the trucks' hardened walls and windows we will be able enter hot zones to protect our officers, rescue civilians and increase the likelihood of a quick and positive resolution to incidents, while also being better prepared to assist our fellow first responders by performing rescues and evacuations and providing aid in the immediate aftermath of natural disasters in areas that may be inaccessible using standard equipment. There have been incidents that were resolved peacefully just by the presence of the vehicle.

To sustain the capabilities supporting this project, we will provide our team with regular training on this vehicle so that we can build and maintain a high level of proficiency. Our department will maintain the vehicle so that it remains in a constant state of operational readiness and we will use our own resources to provide regular upkeep so that the vehicle lasts its expected 10-15 years.

Multiple federal government agencies have complimented the effectiveness

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of this type of vehicle in responding to critical incidents. They affirm its capability to protect responding personnel and citizenry during HazMat and mass casualty incidents. Furthermore, these agencies and law enforcement agencies throughout the country currently use these vehicles as a key tool to prevent acts of terrorism. The Worcester County Sheriff's Office STAR Team needs this equipment so that we will be able to protect against, mitigate the effects of, respond to and recover from terrorism and natural disasters. This investment will increase integration among first responders allowing us to protect against the widest variety of hazards so that we can fulfill our duty to safeguard our immediate and surrounding communities.

Attached are photos of Delaware State Police ARV that was used to move personnel to a shoots fired call. Had this been the vehicle currently in use by the STAR Team, the driver, assistant drive and at least 1 member of the Team sitting behind the driver would have been seriously injured if not killed.

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Notice of Public Hearing
Amendment to Worcester County Water and Sewerage Plan
for
Revision of Discharge and Associated Information
Riverview Mobile Home Park

The Worcester County Commissioners will hold a public hearing to consider an application filed by Rauch Engineering on behalf of James Latchum, owner, to amend the Worcester County Water and Sewerage Plan to revise the wastewater discharge point and update associated information for the Riverview Mobile Home Park, more specifically identified on Tax Map 9, Parcel 268, to accommodate a planned conversion of an existing large flow septic system. The proposed amendment would allow for the abandonment and upgrade of the existing conventional septic system, construction of an advanced wastewater treatment plant for stream discharge, and modifications to the existing water treatment plant to serve a proposed expansion of the park. The Worcester County Planning Commission reviewed the proposed Water and Sewerage Plan amendment at its meeting of July 1, 2021 and found it to be consistent with the Worcester County Comprehensive Plan and the zoning category for the subject property.

The **public hearing** on this application will be held on
TUESDAY, SEPTEMBER 7, 2021 at 10:30 A.M.
in the Commissioners' Meeting Room, Room 1101 – Government Center
One West Market Street, Snow Hill, Maryland 21863

The case file for this application may be reviewed on the on the County Website at http://www.worcester.md.us. Questions may be directed to Robert Mitchell, Director of Environmental Programs, by calling 410-632-1220, or by email at bmitchell@co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS

RECEIVED
JUL 13 2021
By

Worcester County

Department of Environmental Programs

Memorandum

To: Harold L. Higgins, Chief Administrative Officer

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

Subject: **Public Hearing Request**
Riverview Mobile Home Park
Worcester County Tax Map 9, Parcel 268
Case No. (SW-2021-02)

Date: July 12, 2021

The Planning Commission met on July 1, 2021, and reviewed this application. We are writing to forward the Planning Commission's finding of consistency with the *Comprehensive Development Plan* and their recommendation to amend the *Comprehensive Water and Sewerage Plan* for an amendment to revise the method of discharge, the proposed infrastructure improvements, and associated information in *The Plan* for the Riverview Mobile Home Park.

The amendment, requested by Rauch Engineering, on behalf of the owner of Riverview Mobile Home Park, Jim Latchum, would allow for the construction of a wastewater treatment plant for stream discharge and modifications to the existing water treatment plant to serve an expansion of the park by fifty-eight (58) units. The existing conventional subsurface multi-use septic system would be connected to the proposed wastewater plant, and the existing septic system would be properly abandoned. The previously approved amendment to modify Section 1.2.2 D (Protection of the Environment) of *The Plan* amended language would make it possible for this facility to apply for a discharge permit.

The Riverview park, located in Bishopville, is in *The Plan* as a multi-use septic system serving the residents of the park. Maximum number of trailers was capped at 66, and they have run between 58-63 units in our historical records and have the ability to add the last system connections. The septic is a single system, with a low pressure-dosed drain field that has the old system as a backup. They have conventional (zero) treatment at the present, and the system and drain field is an innovative system repair located entirely in the critical area. There is no guaranteed state funding for pre-treatment (a package plant) that would be required with a system replacement should the existing system fail. This is the only large multi-use septic systems (over 5,000 gpd) that does not have groundwater discharge permit, is located within the critical area, and is not adjacent to any sewer planning area, and does not have a guaranteed state funding source for the addition of treatment (systems located in our state parks).

The County Commissioners, after reviewing this request, may approve or disapprove the proposed amendment. Enclosed are the following attachments:

1. Environmental Program's transmittal letter and report to the Planning Commission; and

2. Minutes for this case before Planning Commission meeting on July 1, 2021.

At his time, we are respectfully requesting the public hearing be scheduled. A draft advertisement has been forwarded to County Administration under separate cover. As always, I am available at any time for the presentation and to answer any questions on this matter.

Attachments

cc: WS File – Riverview Mobile Home Park (SW-2021-02)

Attachment 1

Staff Report to Planning Commission

Riverview Mobile Home Park
Request for Public Hearing
Case No. SW 2021-02
July 12, 2021

DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

LAND PRESERVATION PROGRAMS
STORMWATER MANAGEMENT
SEDIMENT & EROSION CONTROL
SHORELINE CONSTRUCTION
AGRICULTURAL PRESERVATION
ADVISORY BOARD

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1306
SNOW HILL, MARYLAND 21863
TEL: 410-632-1220 / FAX: 410-632-2012

WELL & SEPTIC
WATER & SEWER PLANNING
PLUMBING & GAS
CRITICAL AREAS
FOREST CONSERVATION
COMMUNITY HYGIENE

June 24, 2021

Worcester County Planning Commission
Worcester County Courthouse
1 West Market Street, Room 1201
Snow Hill, MD 21863

RE: *Comprehensive Water and Sewerage Plan Amendment* – Riverview MHP
(SW-2021-02)

Dear Commissioners:

We are writing to forward the proposed *Worcester County Comprehensive Water and Sewerage Plan (The Plan)* amendment to expand the sewer planning area for the Mystic Harbour Sanitary Area in *The Plan,* for your review and comment to the County Commissioners. According to Chapter One, Section 1.4.2 of *The Plan* ("Application for Amendments"), the applicant submitted a complete application for a text amendment and we have attached it.

The amendment, requested by Rauch Engineering, on behalf of the owner of Riverview Mobile Home Park, Jim Latchum, would allow for the construction of a wastewater treatment plant for stream discharge and modifications to the existing water treatment plant to serve an expansion of the park by fifty-eight (58) units. The existing conventional subsurface multi-use septic system would be connected to the proposed wastewater plant, and the existing septic system would be properly abandoned. The previously approved amendment to modify Section 1.2.2 D (Protection of the Environment) of *The Plan* amended language would make it possible for this facility to apply for a discharge permit.

The Riverview park, located in Bishopville, is in *The Plan* as a multi-use septic system serving the residents of the park. Maximum number of trailers was capped at 66, and they have run between 58-63 units in our historical records and have the ability to add the last system connections. The septic is a single system, with a low pressure-dosed drain field that has the old system as a backup. They have conventional (zero) treatment at the present, and the system and drain field is an innovative system repair located entirely in the critical area. There is no guaranteed state funding for pre-treatment (a package plant) that would be required with a system replacement should the existing system fail. This is the only large multi-use septic systems (over 5,000 gpd) that does not have groundwater discharge

permit, is located within the critical area, and is not adjacent to any sewer planning area, and does not have a guaranteed state funding source for the addition of treatment (systems located in our state parks).

The park currently contributes 1,214 pounds of nitrogen annually to the Coastal Bays using Maryland Department of the Environment's (MDE's) nitrogen delivery ratio for systems located within the 1,000 ft critical area. A treatment plant would dramatically reduce this loading to the watershed with the advanced treatment technologies available today. Grants for a system of this size would be very hard to secure. The water quality funding scoring in Maryland is geared towards larger community systems, systems that have failed or need significant repair, or systems under a consent order. This park is currently not under a consent order. A replacement of the system with treatment would be an immense debt burden imposed on the rental rates for the existing park residents. The owner believes that getting additional units for the park within the existing property would assist in spreading the cost of the upgrade to treatment to an affordable price point that would provide a stable future for the park's residents and perhaps add to the park's ability to provide affordable housing for additional individuals and families. They have explored additional onsite testing to expand the septic capability and explored adjacent properties for spray irrigation and have not been able to find or secure these outlets for additional land application of treated effluent.

Since the aforementioned amendment was added to the *Plan*, a discharge permit application is now possible for this property, depending on the conditions included in a discharge permit that the Maryland Department of the Environment (MDE) would process and issue. Within the prior amendment, MDE will also consider the following language in the review of any permit application for this property:

(i) An enhanced level of treatment will be required resulting in a net reduction in nutrient loading to the receiving waterbody.
(ii) The discharge cannot contribute to a degradation of the level of impairment on the receiving waterbody.

This amendment is proposing a community wastewater system served by a wastewater treatment plant with Enhanced Nutrient Removal (ENR) utilizing a packaged Membrane Bioreactor (MBR) type of treatment plant. The applicant is offering that the treatment plant will have a capacity of .03 MGD and will treat the effluent to .3 mg/l TP (Total Phosphorus) and 3 mg/l TN (Total Nitrogen) (Appendix A-4). The final permit limits, as mentioned above, will be decided by MDE, and could be different especially regarding the total phosphorus concentration (TP). This would be in concert with the approved *Plan* text that will not contribute to degradation or level of impairment on the receiving waterbody. They have also offered a comparison of typical effluent concentrations of on-site septic systems, similar to Riverview MHP's existing community multiuse septic system, has discharge concentrations to 14.6 mg/l TP and 55.3 mg/l TN. They have also proposed that the wastewater treatment plant is expected to accept the existing water treatment plant discharge currently discharged to a sedimentation pond adjacent to the plant under as state discharge permit. The inclusion of this wastewater would eliminate the need for the additional discharge permit and the sedimentation pond currently supporting the water treatment plant.

The applicant has detailed Riverview MHP's current water production demand of 7,700 GPD and a calculated average EDU of 117 GPD. They have proffered that the current water system has adequate physical and allocated capacity to meet those needs. The addition of 58 lots would be added to the

water system with an estimated EDU of 150 GPD. This would bring the weighted average EDU to 132 GPD and the total demand for the 124 lots of 16,500 GPD total production.
Currently, the general allocation permit (GAP) for water allocates 15,000 GPD for average daily flow with 22,000 GPD for month of maximum use. Riverview MHP, prior to 2014, held a GAP for 22,000 GPD average flow with 38,000 GPD for maximum month use. Riverview will seek to increase the current GAP allocation of 15,000 GPD to the pre-2014 level of 22,000 GPD. To do that and allow Environmental Programs as the local Approving Authority to sign off on the GAP application, the application has to be in conformance with the *Master Water & Sewerage Plan.*

Comprehensive Plan Policies

The *Comprehensive Plan* assigns one land use designations for these properties:

1. Existing Developed Area

Existing Developed Centers are defined (p. 13) as follows:

- Existing residential and other concentrations of development in unincorporated areas and provides for their current development character to be maintained.
- Not designated as growth areas, these areas should be limited to infill development.

The *Comprehensive Plan* has the following relevant excerpts for this proposed amendment:

Chapter One, "Introduction" states:

- Provide for adequate public services to facilitate the desired amount and pattern of growth (p.8).

Chapter Three, "Natural Resources" states:

- Provides a goal that Worcester County recognizes the value of and is committed to conservation and protection of the following natural resources (…) clean surface and ground water (p.33).
- Worcester County recognizes the value of and is committed to conservation and protection of the following natural resources…clean surface and ground water (p. 33).
- Improve water bodies on the "Impaired Water Bodies (303d) List" to the point of their removal from this list (p. 33).

Chapter Three, "TMDLs" states:

- "all reasonable opportunities to improve water quality should be undertaken as a part of good faith efforts to meet the TMDL standards." (p.36)

Chapter Five, "Housing" states:

- A goal that "Worcester County residents should be able to live in comfortable, safe, and affordable housing." (p.67)
- Mobile homes should be recognized as an affordable housing alternative and additional park locations should be designated. (p. 67)

Chapter Six, "Public Infrastructure" states:

- Consistent with the development philosophy, facilities and services necessary for the health, safety, and general welfare shall be cost effectively provided (p.70).

- Plan for efficient operation, maintenance, and upgrades to existing sanitary systems as appropriate (p. 73).
- Provide for the safe and environmentally sound water supply and disposal of wastewater generated in Worcester County (p.73).
- Sewer systems should be sized to serve their service areas' planned for land uses (p. 74).

Zoning

The *Planning Area* is appropriate zoned for the current and proposed uses planned for the existing sanitary area properties. These properties, carry one zoning designation, R-4 (General Residential District). We would also note that any future expansion will have plan review for construction permitting and a Board of Zoning Appeal application for Special Exception for the Wastewater Treatment Plant construction, which the applicant has already indicated they are aware will be required. The proposed site plan for expansion is included within their application and is subject to local review.

Staff's Comments

Staff comments are submitted below for your consideration.

1. This proposal seeks to meet existing housing needs and demand generated by providing a stable future for an existing mobile home park.
2. The subject properties are mapped as an IDA (Intensely Developed Area) for the Atlantic Coastal Bays Critical Area, with a very small portion within the LDA (Limited Development Area). Any future construction and/or expansion will be required to comply with the regulations appropriate to these designations.
3. This amendment is to permit the wastewater treatment plant and will need to comply with MDE's procedures and state law in the investigation and ultimate approval of a surface water discharge permit.
4. This amendment is also to permit the expansion of a water appropriation permit for the water treatment plant and to allow that plant's discharge to be treated by the wastewater plant before discharge.
5. Any new development will need to occur in the manner and character of the surrounding neighborhood in existing developed areas. Compliance with local zoning, critical area, storm water and other local and state regulations will be required.
6. The prior approved *Plan* amendment has included a condition not to cause an exacerbation of any existing impairments to the receiving waterbody. This particular waterbody, the Bishopville Prong, is impaired for nutrients and the issuance of any future surface water discharge permit cannot contribute to worsening that impairment. Those conditions will be considered in any future MDE review of a discharge permit application for this property that will review those impairments as permit limits and any special conditions are vetted for inclusion in the permit.

WS Amendment Case No. 2021-02
June 24, 2021
If you need further information, please contact us.

Sincerely,

Robert J. Mitchell, LEHS, REHS/RS
Director

Attachments

cc: WS Amendment File (SW 2021-02)

Attachment 1

Application Materials

Riverview Mobile Home Park
Case No SW-2021-02
June 24, 2021

RAUCH
engineering design & development services

Riverview Mobile Home Park. Bishopville, Maryland
Mobile Home Park Lot Expansion and Wastewater Project – Water and Sewer Plan Amendment Application

Riverview Mobile Home Park is located in Worcester County and is made up of Two Parcels, 0268 and 0167, acres adjacent to the Bishopville Prong in Bishopville, MD. Parcel 0268 is 24.32 acres, classified as IDA, and serves as the residential portion of the mobile home park. Parcel 0167 is 6.42 acres, classified as LDA, and houses the water treatment plant and other auxiliary support for the community. Mr. Latchum (Owner) and Riverview Mobile Home Park have previously been "Granted a use of land permit by the Board of Appeals for Worcester County to locate a one hundred and twenty (120) lot trailer park." (Appendix A-1). This use of land permit was "Granted without any required time for completion." (Appendix A-1).

The park has periodically added new lots in accordance with its land grant permit as the capacity to serve new lots with water and sewer has been verified by the County. The most recent expansion to 66 lots was approved by Worcester County Environmental Programs in 2016 (Appendix A-2). This latest expansion has put the park at its maximum capacity with regard to the central sewage system which currently utilizes a series of septic tanks which pump effluent via a force main to tile fields on the West side of the park.

Mr. Latchum proposes to expand the mobile home park to 124 lots (Appendix A-5). This expansion requires an upgraded community wastewater treatment system. To serve the current and proposed lots and reduce the total overall nutrients in the septic effluent, the proposed wastewater treatment system would be an Enhanced Nutrient Removal (ENR) Packaged Membrane Bioreactor (MBR) plant (Appendix A-3). with a point discharge to

RAUCH
engineering design & development services

the Bishopville Prong, located adjacent to the existing water treatment plant on parcel 0167 (Appendix A-5). This treatment plant will have a capacity of .03 MGD and will treat the effluent to .3 mg/l TP and 3 mg/l TN (Appendix A-4). The typical on-site septic system, similar to Riverview MHP's existing community cluster septic system, treats effluent to 14.6 mg/l TP and 55.3 mg/l TN[1]. Additionally, the proposed wastewater treatment plant is expected to accept the existing water treatment plant discharge currently discharged to a sedimentation pond adjacent to the plan under MDE permit 16-DP-2982 and NPDES permit MD2982X09. This would eliminate the need for the discharge permit and the sedimentation pond currently supporting the water treatment plant.

Riverview MHP has a current water production demand of 7,700 GPD and a calculated average EDU of 117 GPD. The current water system has adequate physical and allocated capacity to meet those needs. The addition of 58 lots would be added to the system with an estimated EDU of 150 GPD. This would bring the weighted average EDU to 132 GPD and the total demand for the 124 lots of 16,500 GPD total production. Currently, the GAP allocates 15,000 GPD for average daily flow with 22,000 GPD for month of maximum use. Riverview MHP, prior to 2014, held a GAP for 22,000 GPD average flow with 38,000 GPD for maximum month use. Riverview will seek to increase the current GAP allocation of 15,000 GPD to the pre-2014 level of 22,000 GPD.

[1]From Otis, RJ, W.C. Boyle and D.K, Sager, 1974, "The Performance of Household Wastewater Treatment Units Under Field Conditions" Home Sewage Treatment, American Society or Agricultural Engineers Publication, St. Joseph, MI.

Application for Amendment of the Comprehensive Water and Sewerage Plan
Worcester County, Maryland

Date: 4/19/2021

Applicant (name, mailing address, phone and FAX number):

Contact Person: James Latchum
Telephone: 410-770-9081

Riverview Mobile Home Park

Amendment Type: ✓ Water ✓ Sewer ___ Other
Amendment Character: ✓ Addition ___ Deletion ___ Change

Please complete all the applicable forms included in this package. If a system does not already exist, the "Existing System" sheet is not required. Include a map of the area to be served at a scale of at least 1" = 2,000'. Return the completed application to:

Department of Environmental Programs
1 West Market Street Room 1306
Snow Hill, Maryland 21863

The fee for major amendment [adding or deleting service capacity or area(s)] is $500.
Minor amendments (not adding or deleting service) are $100.
Note: Modification of this form will void the application.

Property Identification:
Tax Map 0009 Parcel Number(s): 0268/0167
Town/Community Name: Bishopville

Location Description:
Two Parcels of 24.32 and 6.42 acres adjacent to the Bishopville Prong in Bishopville, MD.
Parcel 0268 is classified as IDA and serves as a mobile home park and parcel 0167 is LDA.

Property Owner Signature: _____ Date: _____

Applicant Signature: _____ Date: _____
(If other than property owner)

Water and Sewerage Plan Amendment Application
Worcester County, Maryland
Proposed Uses

*** Please provide as much detail as possible on the proposed uses and review Worcester County zoning provisions for permitted uses.**

Tax Map	Parcel	Zoning	Proposed Use*	EDU's Needed (Approx.)
0009	0268/0167	R4	R4	58 (In addition to existing 66)

April 13, 2004

Water and Sewerage Plan Amendment Application
Worcester County, Maryland
Existing Sewer System

System Parameters

Date: 4-21-21
System Name: Community Force Main and Septic Tank/Tile Field
System owner: James Latchum
System operator: Jaime Latchum
Priority/Sewer and Water Plan Category: S-1
Service area: Riverview MHP
[Tax Map and parcel(s)] Tax Map: 0009 Parcels: 0268/0167

	Year 2010	2015	2025
Population served:			
EDU's served	66	66	66
EDU's unserved	0	0	0
GPD per EDU	112	126	117
System capacity			
Demand (MGD)	.0074	.0083	.0077
Planned (MGD)	.014	.014	.014
Permitted (NPDES/groundwater)	.01	.01	.01

Collection system description: Headers serving 2 - 5 mobile homes are connected to a septic tank and an effluent pump. Effluent travels to drain filed via 1.5", 2", and 2.5" effluent force main.

Treatment Plant

Location (N/E): 40° 26' 46" N 79° 58' 56" W
Type: Community septic/tile field
Site area (acres): 30.74 Occupied area: 10.0 Unused area: 20.74
Current Capacity (MGD): Secondary: .01 Advanced: N/a
Potential Capacity (MGD): Secondary: .01 Advanced: N/a
Existing flow (MGD): .0077 Average: .0077 Peak: .009
Sludge disposal: Pump and Haul Septic Tank

Discharge:

Type: Community septic/tile field
Location: 40° 26' 46" N 79° 58' 56" W
NPDES/groundwater permit number: N/a

Comments (planned expansion; alteration, abandonment if interim [indicate date], or other changes; problems; etc.)

Riverview Mobile Home Park plans to add 58 lots. The existing tile field will be terminated and removed. The existing and new flow will utilize grinder pumps in conjunction with new and existing FM to send sewage to a new ENR treatment plant located on parcel 0167 and adjacent to the existing water treatment plant.

Water and Sewerage Plan Amendment Application
Worcester County, Maryland **Date:** _____
Planned Sewer System

System Name: Packaged Membrane Bioreactor and Force Main
Area Served: Riverview Mobile Home Park Parcel 0268
Owner: James Latchum
Operator: Jaime Latchum

Population and Capacity	2015	2020	2025	2030
Population Served (EDU):	0	0	124	124
Population Unserved (EDU):	0	0	0	0
GDP per EDU:	0	0	133*	133*
System Capacity Demand (MGD)	0	0	.0165	.0165
System Capacity Planned:	0	0	.03	.03
Permitted Capacity (MGD):	0	0	TBD	TBD

Collection System
Type (circle one): Combined **Separate**
Description: Existing force main plus new force main to serve expansion
Condition of Transmission facilities: Existing force main is in good repair and currently serves the existing 66 mobile homes. New FM will be added to serve the expanded lots.

Treatment Facility
Location (MD coordinates): Lat: 38.4276 Long: -75.1855
Type: ENR MBR Bioreactor
Total Site Size (acres): 30.74 **Occupied by facility:** .016
Design Flow (MGD) .03
Existing Flow (MGD): Average: .0077 **Peak:** .009
Sludge disposal method:

Discharge
Type: Point Discharge
Location: Bishopville Prong 38.42788 -75.18698
NPDES permit # & expiration date: N/a - To be applied for upon inclusion in W&S plan.

Op., Maint., and Replacement Costs: $1,700,000 Sewer Proj. Est.
Funding Source: Privately Funded

Comments: *Calculated GPD per EDU in the existing sewer system is shown as 117 GPD. Design estimates used for additional 58 lots is 150 GPD per EDU. The existing calculated and weighted flow combined with the estimated GPD per EDU averages out to 133 GPD per EDU with a total annual average daily flow of 16,500 GPD.

April 13, 2004

Water and Sewerage Plan Amendment Application
Worcester County, Maryland

Existing Water System

Date: 4/19/2021

System name: Riverview MHP
System owner: James Latchum
System operator: Jamie Latchum
Priority/Sewer and Water Plan Category: W-1
Service area: Riverview Mobile Home Park Parcel 0268

	Year 2015	2020	2025
EDU's Population served:			
Served	66	66	66
Unserved	0	0	0
GPD per EDU	112	128	117
System capacity			
Demand (MGD)	.0083	.0077	.0165
Planned (MGD)	.015	.015	.022

Production Wells		
Well number:	Well #1 (WO-81-1182)	Well #2 (WO-88-0114)
Aquifer:	Manokin	Manokin
Location:	Parcel 0167	Parcel 0167
Depth:	286'	295'
Diameter:	6"	6"
Max. yield:	Number of gallons per minute	26 GPM
Pumping capacity:	average production	6 GPM
Water quality:	High Iron	High Iron

Treatment	
Water source:	Manokin
Type:	Salt Treatment and Chlorination
Location:	Parcel 0167
Rated Capacity:	AKA permitted, rated, or design capacity .015 MGD
Average production:	how much a production well can provide on average .0077 MGD
Max. peak flow:	peak hourly demand 1,560 GPH
Storage capacity:	N/a
Sludge disposal:	Sedimentation Pond - will be eliminated upon completion of new WWTP

Comments (expansion plans [MGD/dates]; problems; planned improvements; etc.)

Existing treatment plant and water lines will continue to be used.
New lines will be added to serve expansion areas. The existing treatment plant can treat the additional volume for the new lots. The current water appropriation is for 15,000 GPD average daily flow. The additional lots are expected to increase the water demand to 16,500 GPD. Riverview MHP, prior to 2014, held a GAP for 22,000 GPD average flow. Riverview will seek to increase the GAP allocation to the pre-2014 level from its current 15,000 GPD.

Water and Sewerage Plan Amendment Application
Worcester County, Maryland
Planned Water System

Date:
System Name: Riverview MHP
System Owner: James Latchum
System Operator: Jamie Latchum

Sewer/Water Plan proposed category: W-1 & W-3

Service area: [Tax Map and parcel(s)]

	Year		
	2015	2020	2025
Population served: (EDU's served)	66	66	124

Gallons per EDU: 133

Constructed by: Planned

Distribution System: 1.5" and 2" water lines made up of existing lines and proposed lines to serve additional lots.

System parameters:

Well location: The Points of Withdrawal are Located at Riverview Mobile Home Park, Shell Mill Road, Bishopville, Worcester County, Maryland.
Well depth/aquifer: 286 & 295 - Manokin
Treatment facilities: Salt Purification and Chlorination (Existing)
Storage facilities: N/a
Distribution system: Existing and new 1.5", 2", and 2.5" water lines
Pumping capacity: 38,000 GPD
System Cost: $65,000 Prel. Est.
Funding source: Privately Funded

Construction schedule:
Start: 3/28/2022
Complete: 7/11/2022

Comments:

Agreement,

Policies: Allocation:

Appendix A-1

Worcester County [illegible]anning and Zoning Commission
Snow Hill, Maryland 21863

February 28, 1973

COPY

The Hartford Insurance Group
Philadelphia Regional Office
Two Penn Center Plaza
Philadelphia, Pennsylvania 19102

Attention: Mr. R.J. Lolley - Bond Department

Gentlemen:

Your questionnaire of February 26th is enclosed partially filled out.

Mr. Ashburn has granted a use of land permit by the Board of Appeals for Worcester County to locate [illegible] one hundred and twenty (120) lot trailer park. This permit was granted without any required site plan presentation. At the present time very little has been done other than cutting out for roads and the staking of some trailer lots.

We have also been in touch with the Worcester County Health Department and have been advised by them that they are in the process of approving eighteen (18) trailer lots which Mr. Ashburn intends to [illegible] for the coming summer season.

Under the circumstances we have outlined this office will be unable to release your bond until the [illegible] lots have been completed in compliance or until Mr. Ashburn decides to reduce the size of his park to a lesser number of units.

MAR 1973
RECEIVED
Worcester County
Health Dept.

Page Two The Hartford Insurance Group February 28, 1973

Providing this information is sufficient, I am

Very truly yours,

T. Edward Collins,
Zoning Inspector

TEC:bw
Enclosure
cc: Dr. J. William Lobdell
Joseph Schroeder, Worcester County Health Department

Appendix A-2

DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

LAND PRESERVATION PROGRAMS
STORMWATER MANAGEMENT
SEDIMENT & EROSION CONTROL
SHORELINE CONSTRUCTION
AGRICULTURAL PRESERVATION
ADVISORY BOARD

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1306
SNOW HILL, MARYLAND 21863
TEL: 410-632-1220 / FAX: 410-632-2012

WELL & SEPTIC
WATER & SEWER PLANNING
PLUMBING & GAS
CRITICAL AREAS
FOREST CONSERVATION
COMMUNITY HYGIENE

12/1/16

Mr. James Latchum
P.O. Box 321
Bishopville, MD 21813

Re: Riverview Mobile Home Park
Tax Map 9, Parcel 268
Bishopville, MD

Dear Mr. Latchum:

This letter is intended to answer your inquiry regarding expansion of the above referenced mobile home park. Our investigation included visits to the property and review of the file information and supplied records on flow and pumping cycle log information on the current low pressure dosing (LPD) onsite sewage system serving the park.

The park is currently improved with fifty-eight (58) occupied pad sites. We have permitted additional units in the past and the current DHMH mobile home park operation permit is at sixty-three (63) units. The current system, a replacement system installed in 2004, is an LPD system originally sized for 56 units at 250 gpd per unit. The design flow was 14,000 gpd with average flow at 10 gpm and peak at 40 gpm. The absorption area is 14,040 sf with a loading rate of 0.8 gallons/sf/day with the remainder to the first system installed for the park. That is 6 pumps for 6 trenches and the 7th pump overflows to the initial system installed for the park. The dose is designed at up to 936 gallons (12 times a day) with pumping rate of 170 gpm.

The park does not currently have a groundwater discharge permit for the sewage flow from the mobile homes. The park does have a discharge permit for the potable water treatment plant and a water appropriation permit for the water withdrawal. The current county *Master Water and Sewerage Plan* has the planning figure for the park at a maximum of 66 units.

From your operating records tracking flow over the last five years utilizing the volumes recorded in the annual appropriation reports, it appears flow to the system is 6,760 gpd with a highest average flow in the month of July of 7,772 gpd. You have also shared meter readings for the past year from the pump counters for the components of the LPD system. There was some flow to the overflow system in pump number 7, but there were months that showed no flow at all going to that system.

Riverview MH Park
12/1/16

Based on an examination of the supplied data, our records, and the regulation, the following points are offered:

- Because it doesn't exceed the onsite design capacity, an expansion from the current 58 units to a maximum of 66 units could be accommodated at this time. That is the maximum number of units that could be utilized before other regulatory factors are applied.
- Any expansion which will generate additional wastewater flow will require administration of MDE's current *Guidelines for Large Onsite Sewage Disposal Systems with a Maximum Accumulative Flow Greater or Equal to 5,000 Gallons Per Day*
- A State Groundwater Discharge Permit will be required for any expansion of the current wastewater flow as the facility maximum daily flow is in excess of 10,000 gpd
- Any expansion of the facility must be in conformance with the Worcester County *Master Water and Sewerage Plan,* which will require an amendment to the *Plan* for the expansion.
- Suitable absorptive area required for proposed onsite subsurface systems shall be based on maximum daily flows
- As specified in the *Large Flow Guidelines* a site evaluation will be needed to expand the current drain field capacity to accommodate additional flow from an expansion of the park. The overall site suitability will be determined in accordance with COMAR 26.04.02 and the County Groundwater Protection Plan (GPR), where applicable. This would include an examination of mounding and nitrogen loading with an hydrologic balance analysis.
- The soil application rate will be based on effluent quality and upon a detailed soil and site evaluation.
- Any increase in flow past the onsite design capacity will require a treatment plant be installed.

You indicated that you or a subsequent owner would like to pursue an expansion of the park to perhaps one hundred (100) units or more. To do that, the above information would have to be considered in developing a work scope for investigating the potential of the property to handle this expansion. The first step would be an evaluation, including onsite testing to investigate the feasibility of adding sewage disposal area to the park. The ultimate absorptive area needed to serve an expanded flow will need to consider the loading rates described in the Code of Maryland Regulation (COMAR) 26.04.02.05 K as part of any site evaluation done for the property. Realizing favorable perc rates will make the search for the ultimate absorptive area needed to service the proposed expansion that much easier. Conversely, having longer perc rates will require more absorptive areas be located to serve the proposed expansion. Locating sufficient absorptive area to serve any proposed expansion that meets setback and other requirements will be very difficult if longer perc rates are encountered in the investigative activities. It would be best to have a consultant run rates and evaluate soil conditions on promising areas within the property as part of the site evaluation process.

This determination did not consider any zoning requirements with the expansion and we suggest you follow up with the Department of Development Review and Permitting for their comments on any expansion plans.

Riverview MH Park
12/1/16

If you have any questions, would like additional information, or would like to discuss this matter further, please contact me at 410-632-1220 x1601.

Sincerely,
WORCESTER COUNTY ENVIRONMENTAL PROGRAMS

Robert J. Mitchell, LEHS
Director

cc: Property File

Appendix A-3

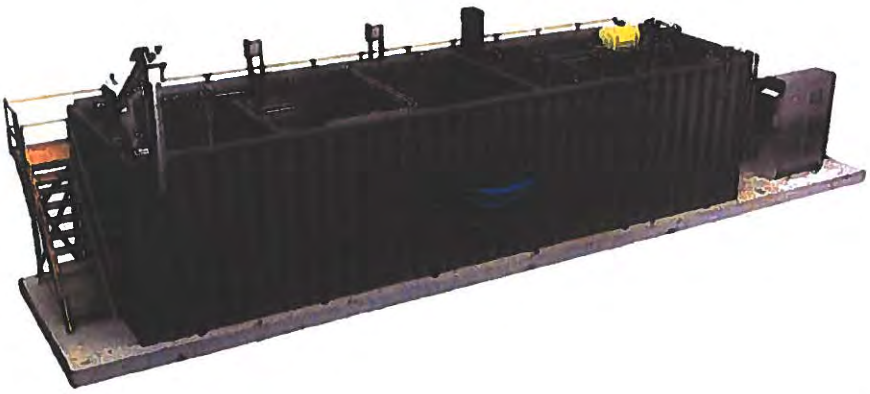
South & Loveless, Inc.

14040 Santa Fe Trail Dr.
Lenexa, KS 66215-1284
Phone: (913) 888-5201
Fax: (913) 888-2173

TITAN™ MBR

TITAN MBR™ Budget Proposal:

Packaged Membrane Bioreactor
April 12th 2021



Project:
Riverview MHP

Represented by:
Freemire & Associates, Inc

Smith & Loveless Inc.

Understanding Your Treatment System Needs

The water characteristics you provided are summarized below:

Flow Conditions	
Flow (Average):	25,000 GPD
Flow (Peak Day):	30,000 GPD
Primary Source / Type:	Domestic

Site	
Elevation:	0,500 ft.
Process Blowers:	15 HP (approx.)
Flow Eq Blower (optional):	3 HP (approx.)

Influent Waste Characteristics	
BOD5:	52.2 lbs/day
TSS:	52.2 lbs/day
TKN:	7.3 lbs/day
TP:	1.7 lbs/day
pH:	6 to 8 pH units
Alkalinity:	300 mg $CaCo_3$/L
Min. Water Temperature:	20° C

Effluent Requirements	
BOD5:	5 mg/L
TSS:	10 mg/L
TN:	3 mg/L
TP:	0.3 mg/L*
pH:	6 to 8 pH units
Alkalinity (No Less Than):	80 mg $CaCo_3$/L

chemical addition required

Online: smithandloveless.com • Phone: 913.888.5201 • FAX: 913.888.2173
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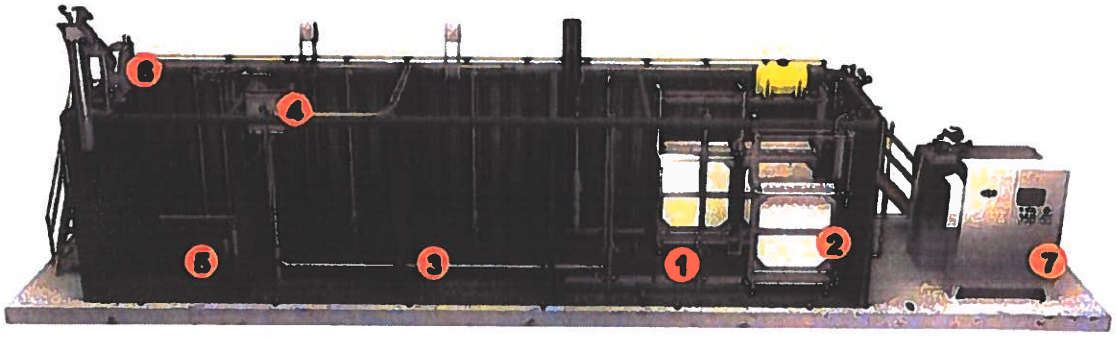
Smith & Loveless Inc.

Achieving Results

To address the treatment system needs we recommend our TITAN MBR™ system. This system will arrive in a factory-built tank(s) design ready for installation with minor field assembly.

TITAN MBR™ Features



1. MBR (Aeration) Zone (with S&L Membrane Modules)
2. Submerged S&L Flat-Plat Membranes
3. Anoxic Zones for Nutrient Removal with Submersible Mixers
4. LIQUIDLIFT™ Automatic Anoxic Recycle System
5. Flow Equalization Zone (Optional)
6. OBEX™ Automatic Fine Screening
7. QUICKSMART™ PLC Touchscreen Controls

Online: smithandloveless.com • Phone: 913.888.5201 • FAX: 913.888.2173
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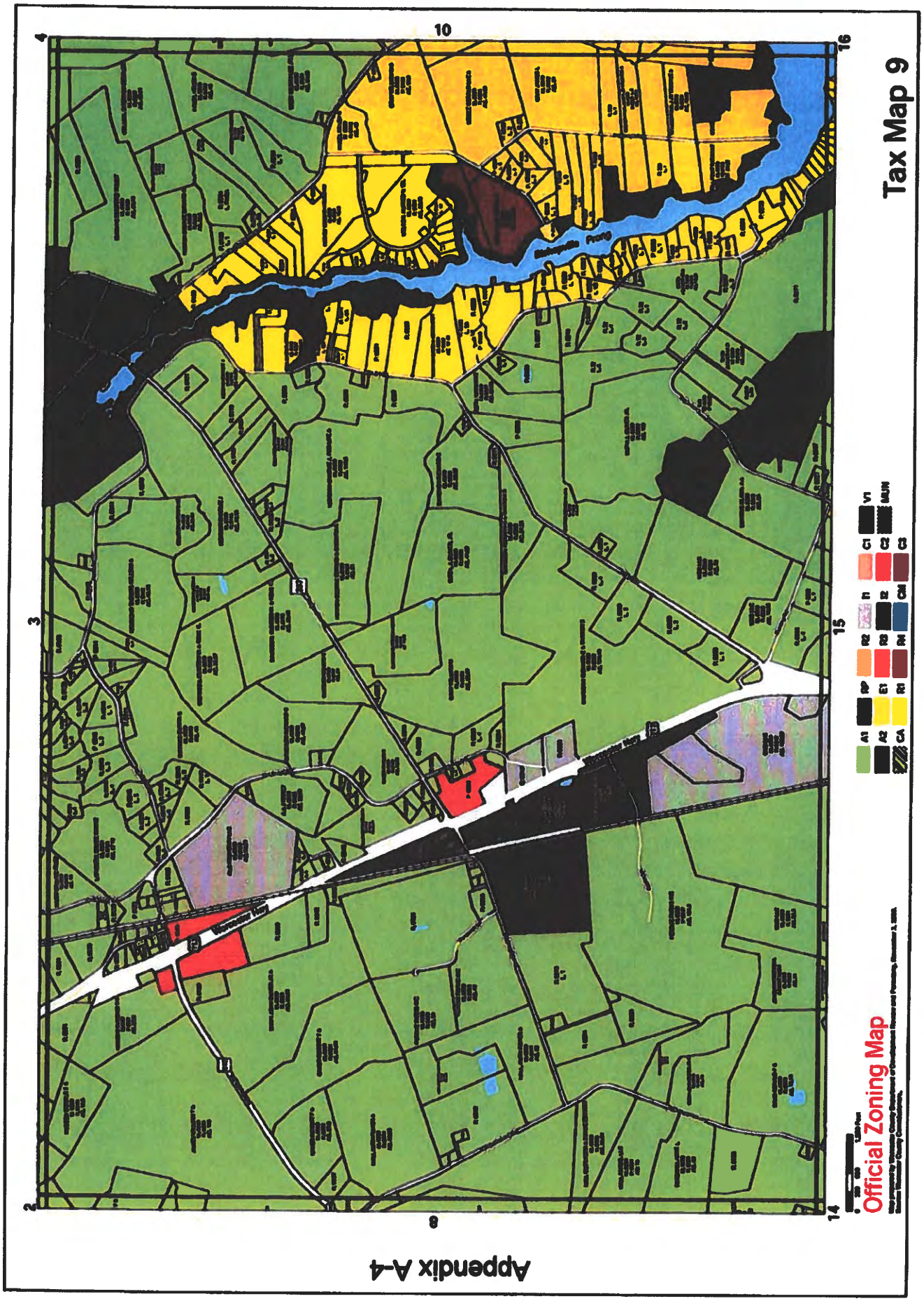
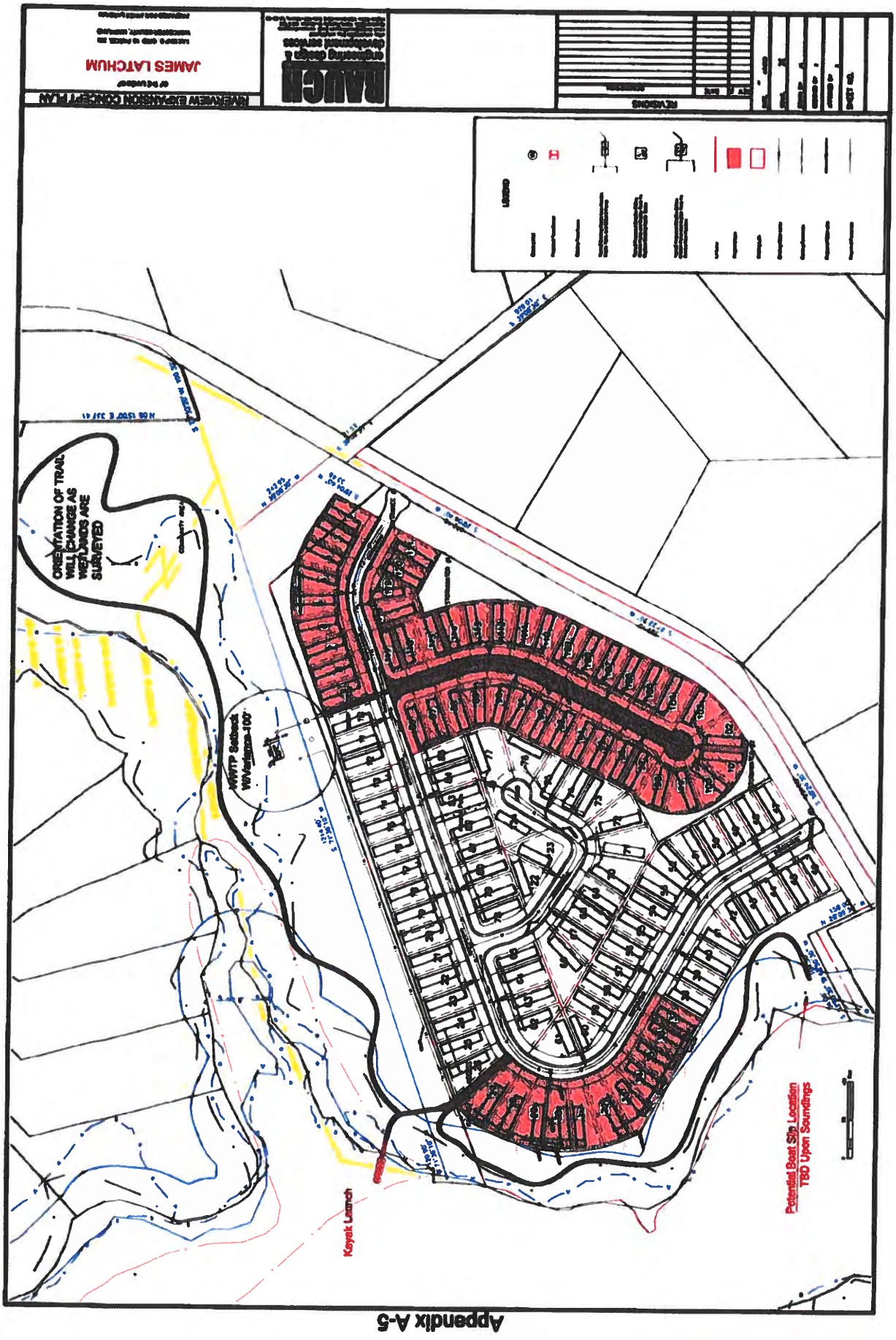
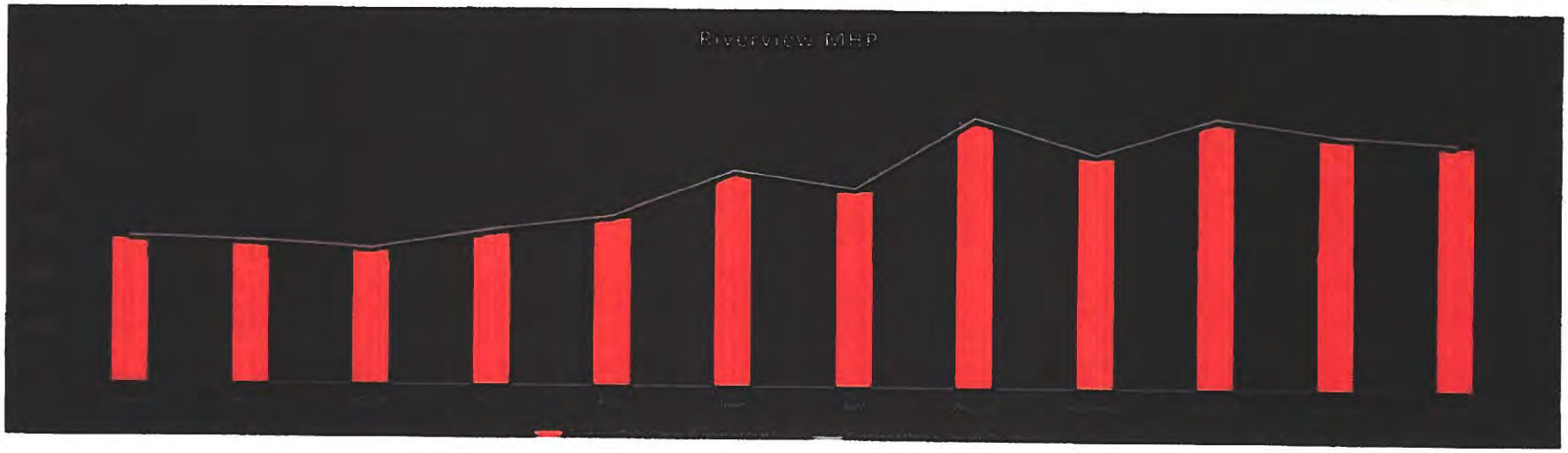

Tax Map 9
Official Zoning Map
Appendix A-4

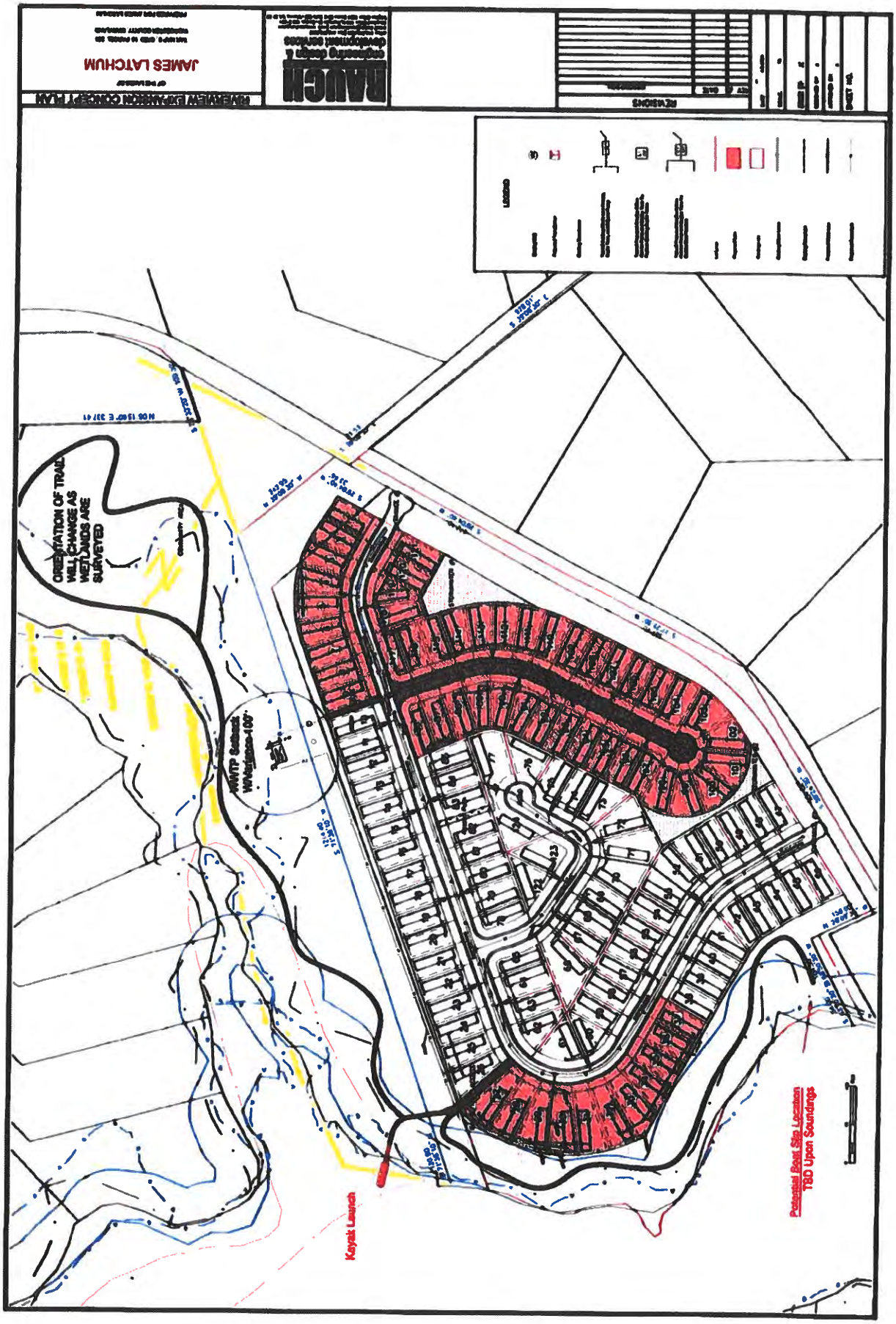

JAMES LATCHUM
ORIENTATION OF TRAIL WILL CHANGE AS WETLANDS ARE SURVEYED
WWTP Setback WWTP Setback
Kayak Launch
Potential Boat Slip Location TBD Upon Soundings

Appendix A-5

Appendix A-6

Riverview WTP Water Flow Data Summary - Year 2020															
Month	January	February	March	April	May	June	July	August	September	October	November	December	2020 Total	2020 Month Average	2020 Day Average
Water Treatment Plant Flow Data:															
Total Monthly Water Produced (gal.)	173,693	153,004	160,797	176,610	200,415	246,600	234,100	318,733	266,900	319,500	290,500	291,600	2,832,452	236,038	7,697
Less Filter Backwash (Per Discharge Permit)	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500			117
Average Daily Water Produced (gal.)	5,555	5,411	5,139	5,837	6,417	8,170	7,503	10,233	8,847	10,258	9,633	9,358			
Average EDU Seasonally Adjusted	84	82	78	88	97	124	114	155	134	155	146	142	116.62 GPD/EDU		

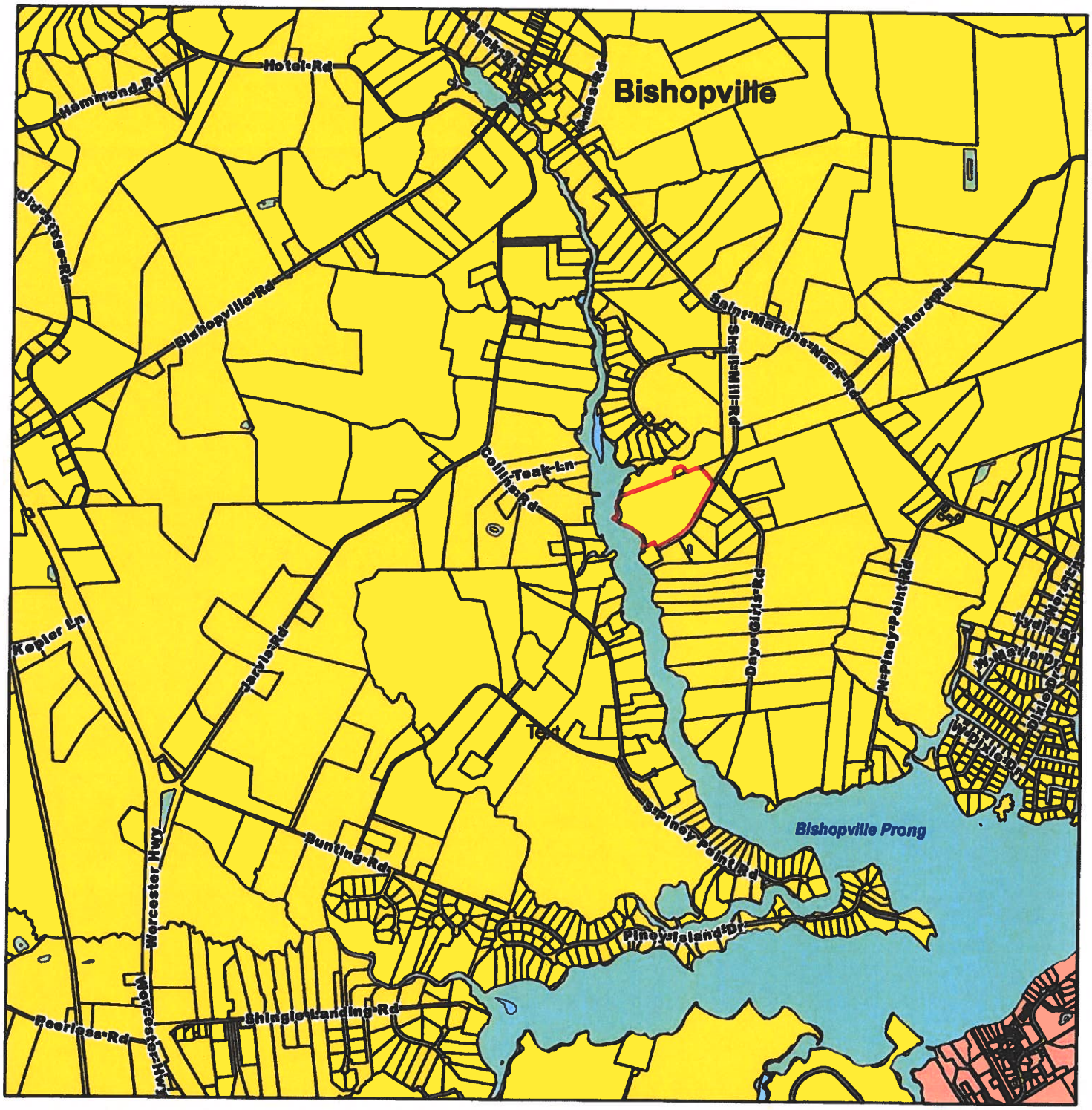



JAMES LATCHUM
ORIENTATION OF TRAIL WILL CHANGE AS WETLANDS ARE SURVEYED
Kayak Launch
Potential Boat Slip Location
TBD Upon Soundings

Attachment 2

Maps

Riverview Mobile Home Park
Case No SW-2021-02
June 24, 2021



Proposed Area

General Location

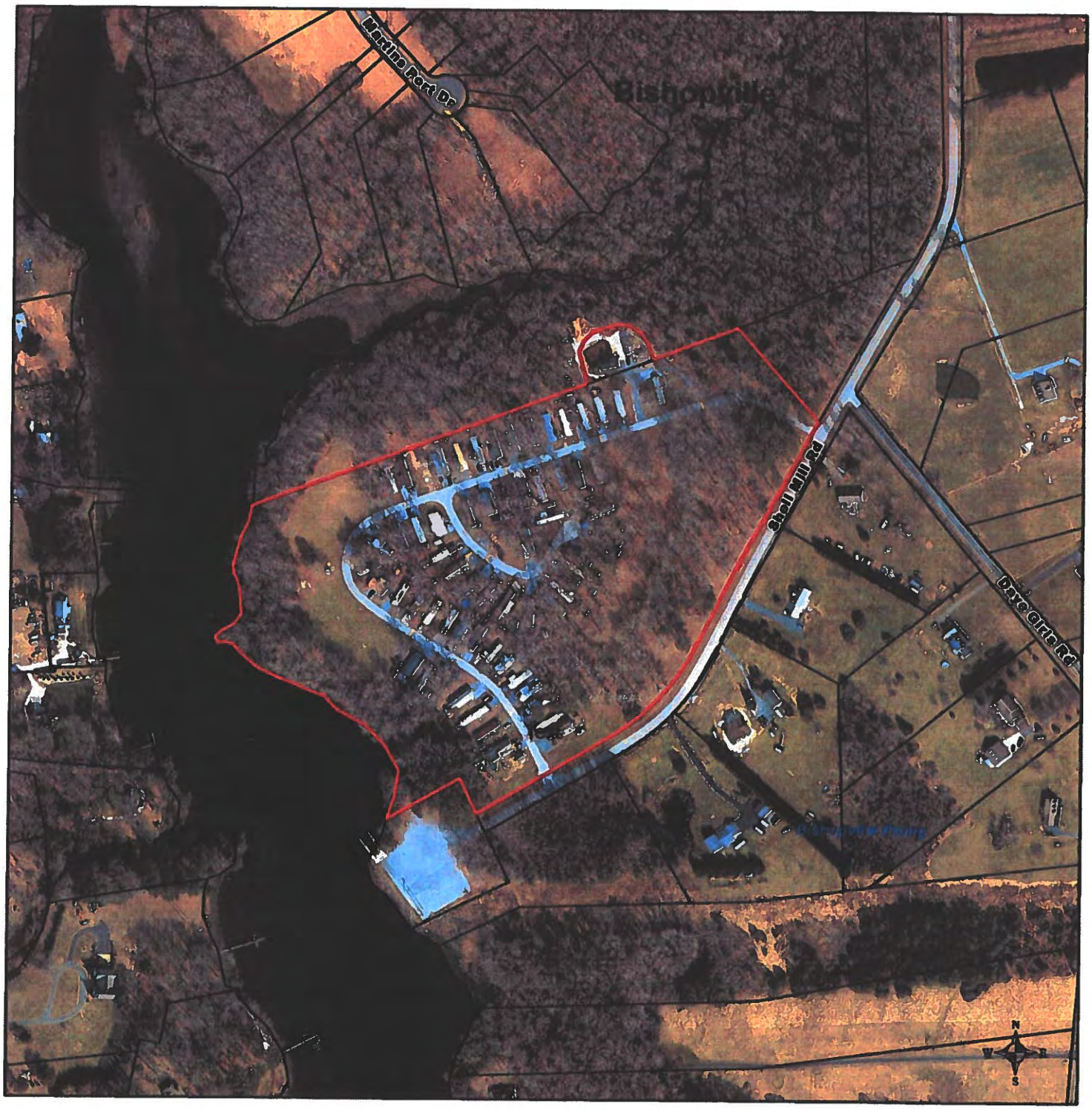
Riverview Mobile Home Park

Tax Map: 9
Parcel: 268 & 167

Water and Sewer Amendment
Case SW-2021-02

Prepared by Worcester County Environmental Programs, June 24, 2021
Parcel boundaries are approximate.
This map is for planning purposes only.

0 2,200 4,400
Feet



Proposed Area

Aerial

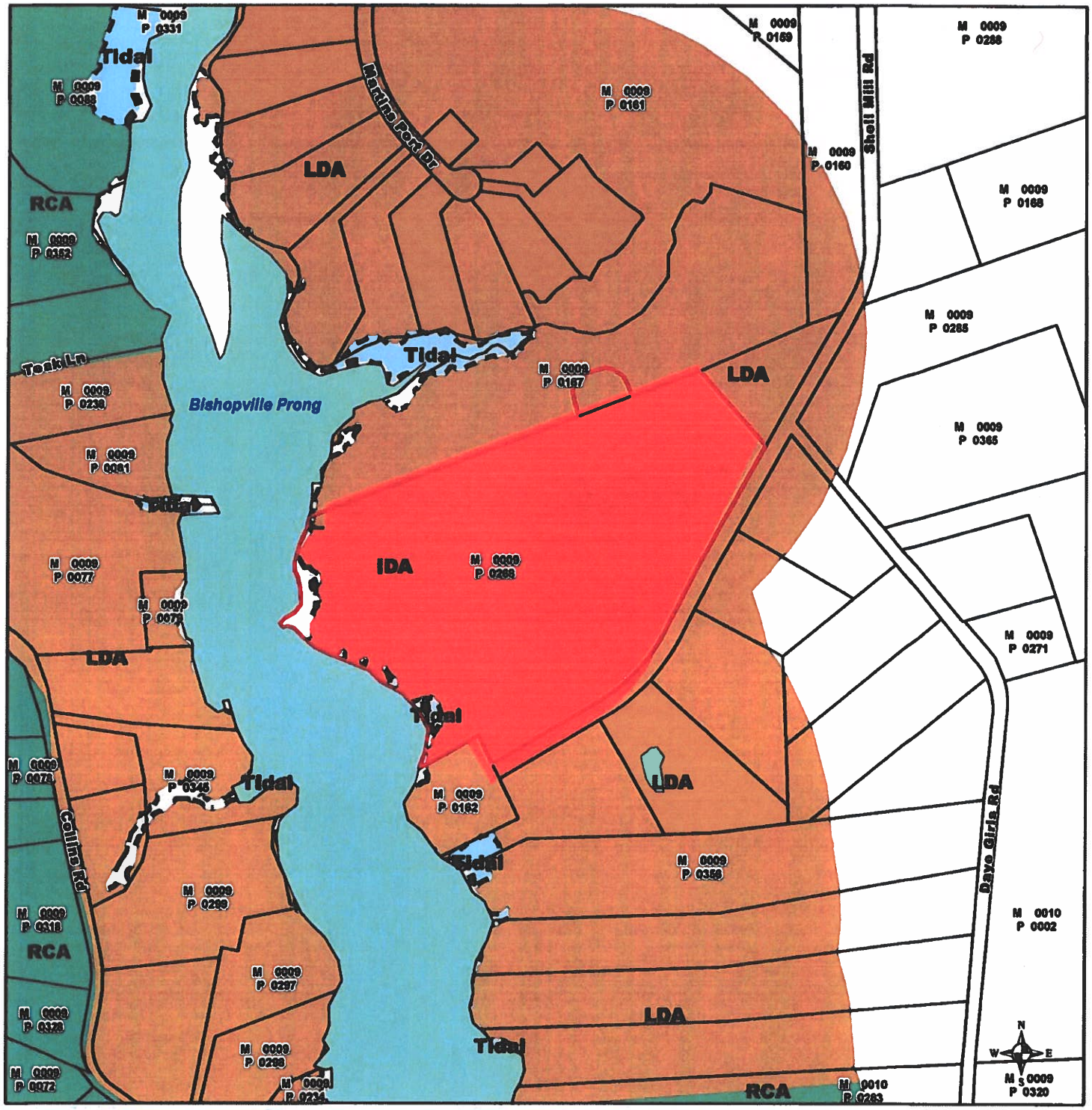
Riverview Mobile Home Park

Tax Map: 9
Parcel: 268 & 167

Water and Sewer Amendment
Case SW-2021-02

0 350 700
Feet

Prepared by Worcester County Environmental Programs, June 24, 2021
Parcel boundaries are approximate.
This map is for planning purposes only.



Legend

- Proposed Area
- IDA - Intensely Development Areas
- LDA - Limited Development Areas
- RCA - Resource Conservation Areas
- Tidally Influenced Areas

Prepared by Worcester County Environmental Programs, June 24, 2021
Parcel boundaries are approximate.
This map is for planning purposes only.

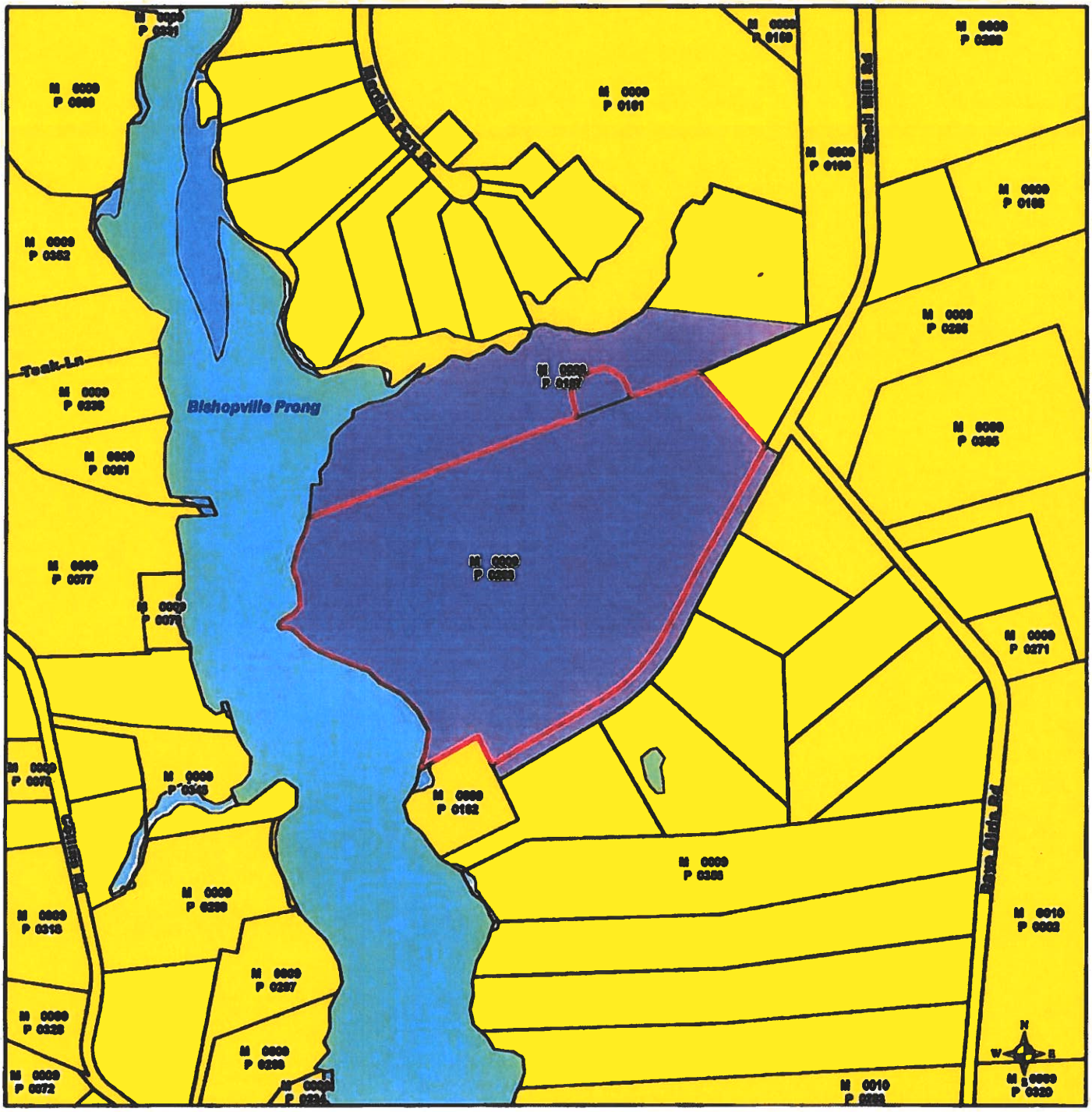
Critical Areas

Riverview Mobile Home Park

Tax Map: 9
Parcel: 268 & 167

Water and Sewer Amendment
Case SW-2021-02

0 440 880
Feet



Legend

- Proposed Area
- Priority Funding Area

Priority Funding Areas

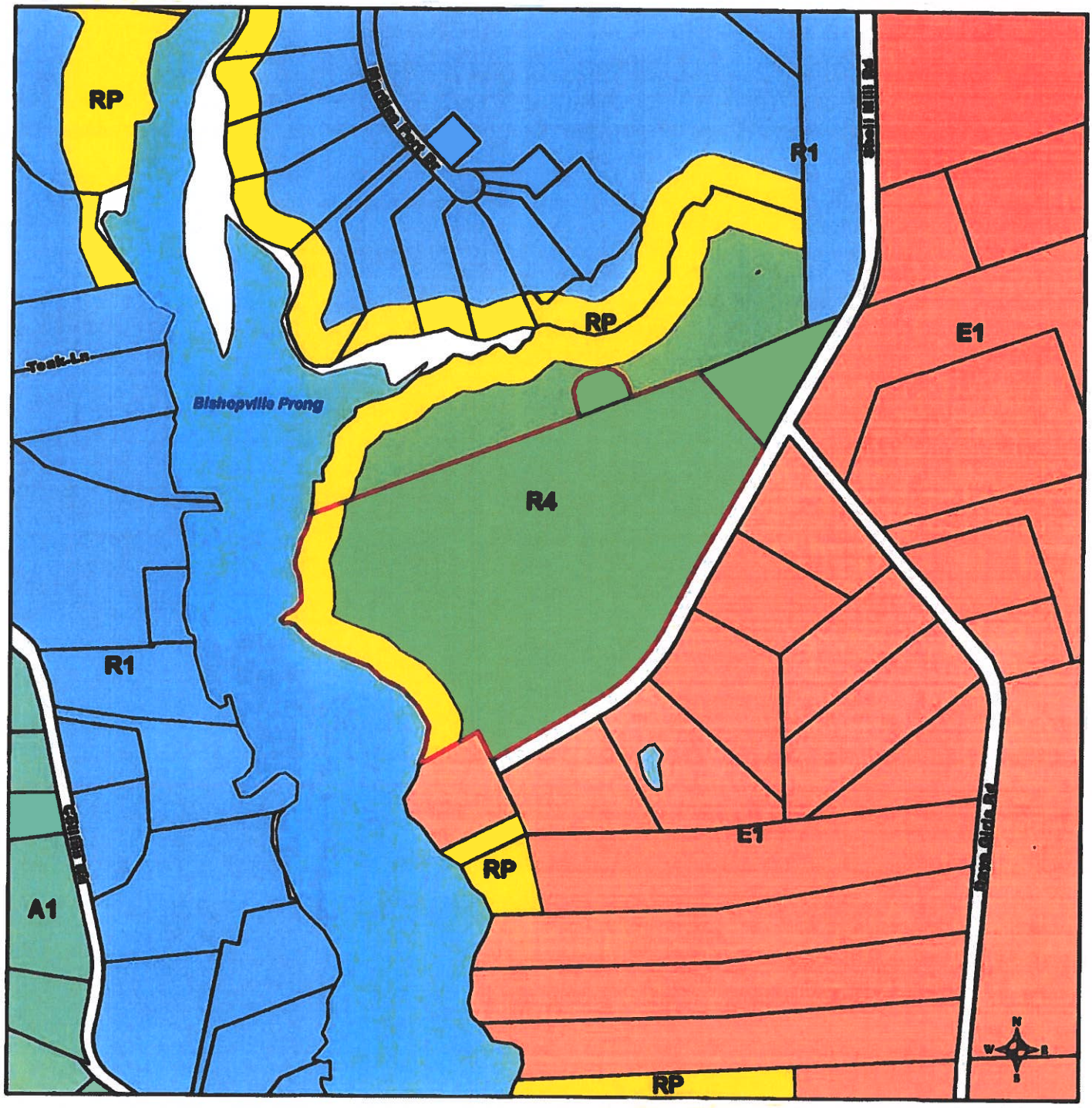
Riverview Mobile Home Park

Tax Map: 9
Parcel: 268 & 167

Water and Sewer Amendment
Case SW-2021-02

0 440 880
Feet

Prepared by Worcester County Environmental Programs, June 24, 2021
Parcel boundaries are approximate.
This map is for planning purposes only.



Legend

Proposed Area

Zoning

E1 RP

R1 A1

Zoning

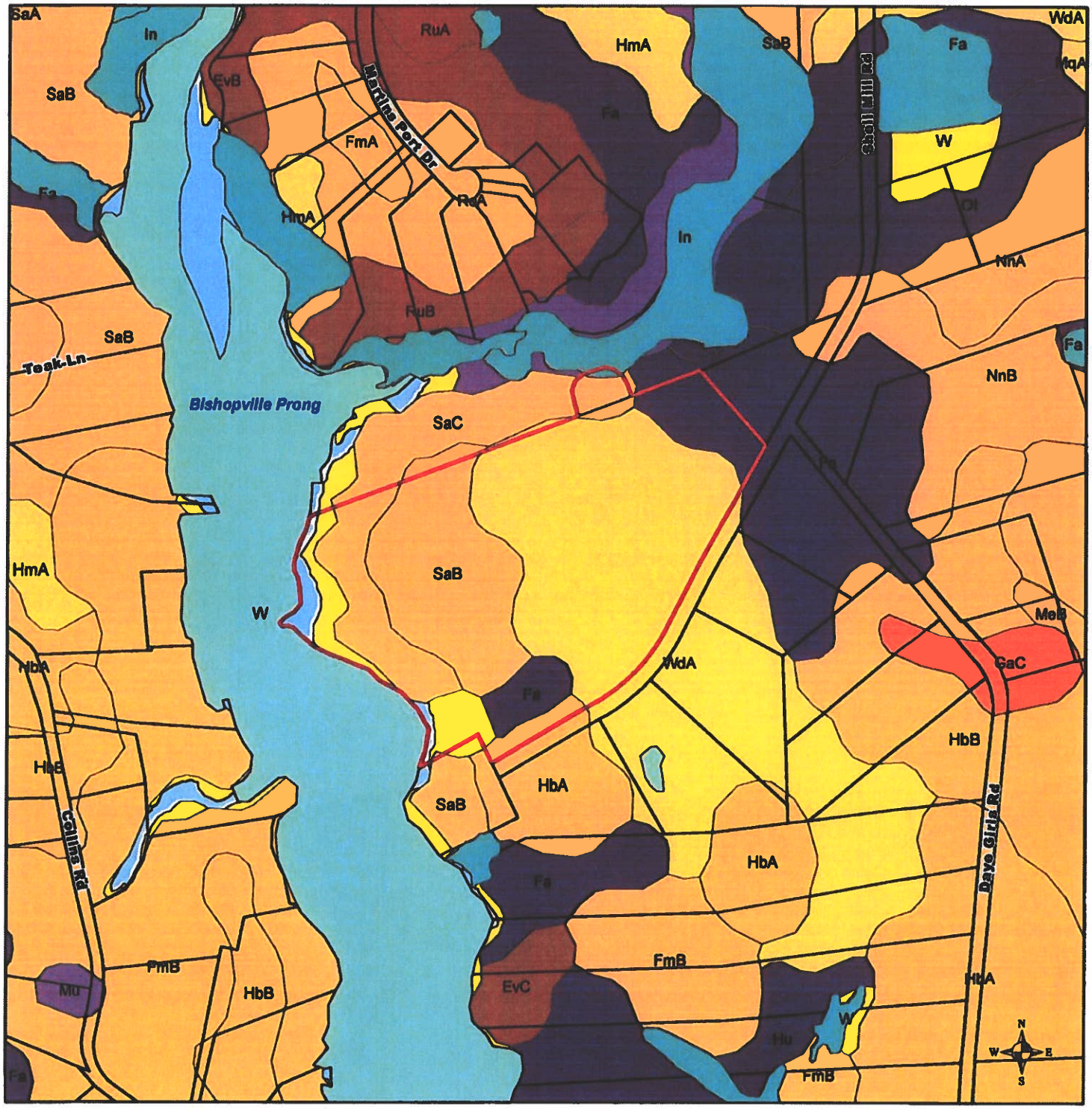
Riverview Mobile Home Park

Tax Map: 9
Parcel: 268 & 167

Water and Sewer Amendment
Case SW-2021-02

0 440 880
Feet

Prepared by Worcester County Environmental Programs, June 24, 2021
Parcel boundaries are approximate
This map is for planning purposes only.



Legend

Proposed Area

Soil

- Excessively drained
- Somewhat excessively drained
- Moderately well drained
- Very poorly drained
- Poorly drained
- Well drained

Soils

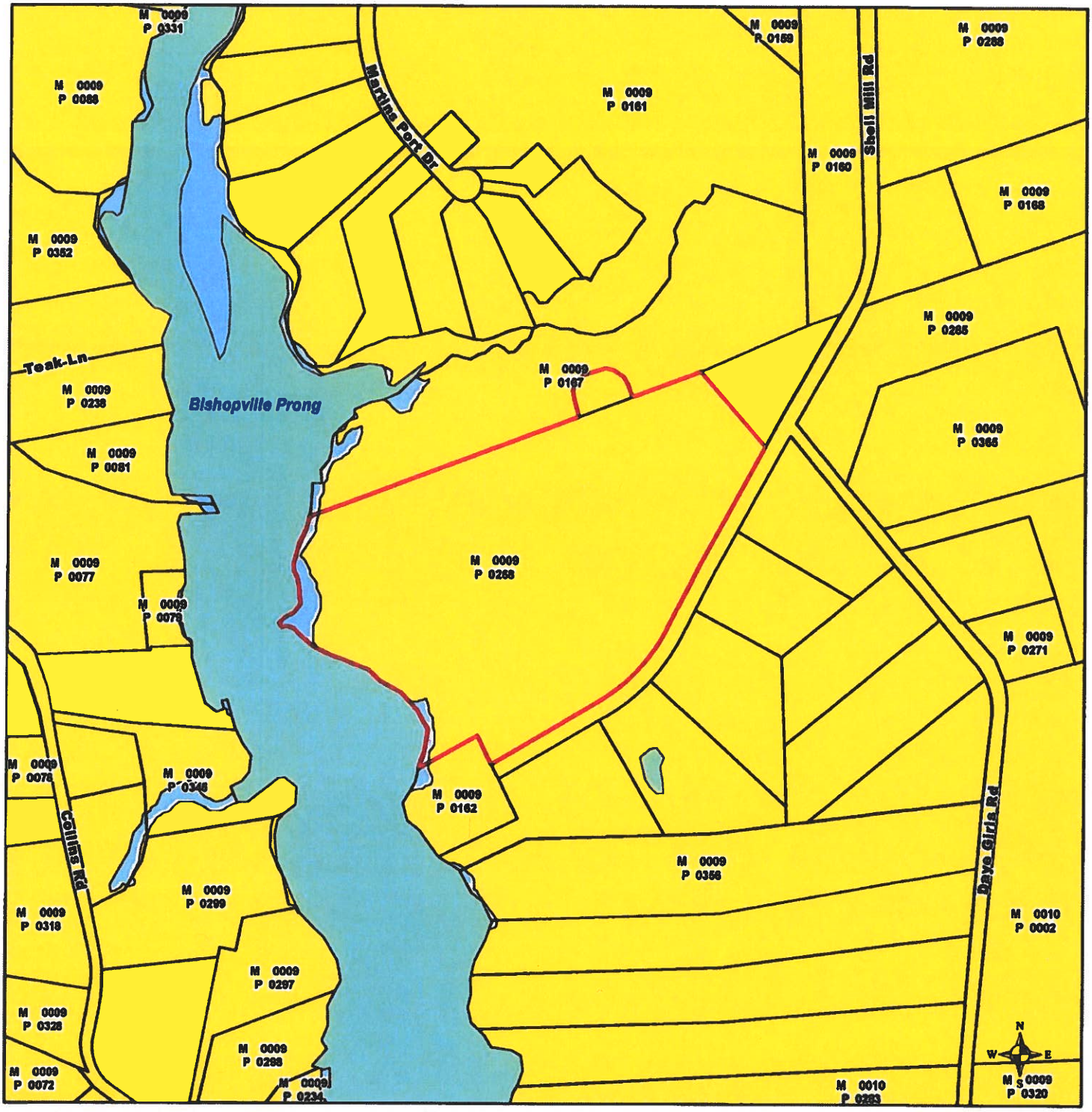
Riverview Mobile Home Park

Tax Map: 9
Parcel: 268 & 167

Water and Sewer Amendment
Case SW-2021-02

0 440 880
Feet

Prepared by Worcester County Environmental Programs, June 24, 2021
Parcel boundaries are approximate.
This map is for planning purposes only.



Legend

Proposed Area

Sewer Planning Area

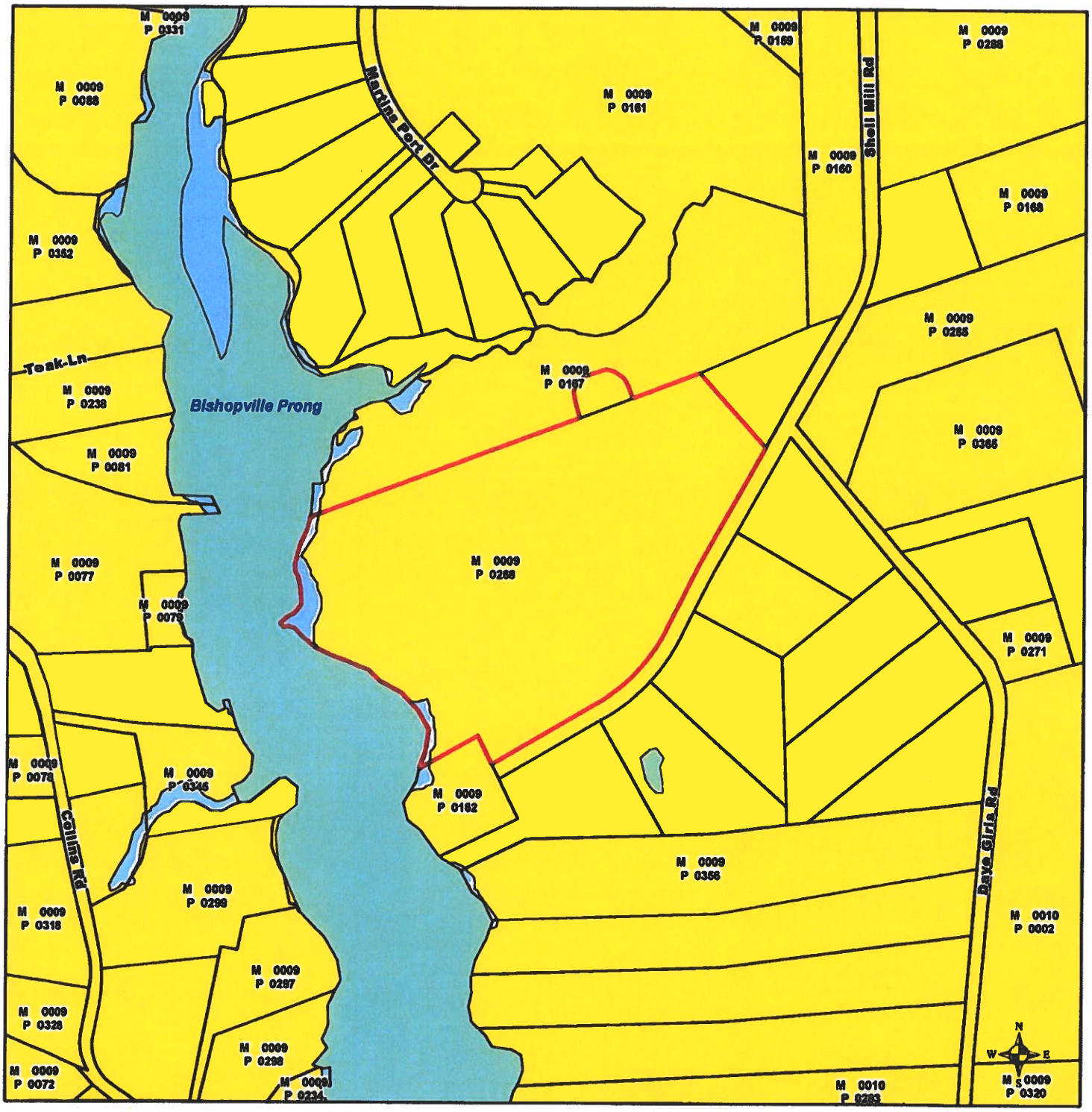
Riverview Mobile Home Park

Tax Map: 9
Parcel: 268 & 167

Water and Sewer Amendment
Case SW-2021-02

0 440 880
Feet

Prepared by Worcester County Environmental Programs, June 24, 2021
Parcel boundaries are approximate.
This map is for planning purposes only.



Legend

Proposed Area

Water Planning Area

Riverview Mobile Home Park

Tax Map: 9
Parcel: 268 & 167

Water and Sewer Amendment
Case SW-2021-02

Prepared by Worcester County Environmental Programs, June 24, 2021
Parcel boundaries are approximate.
This map is for planning purposes only.

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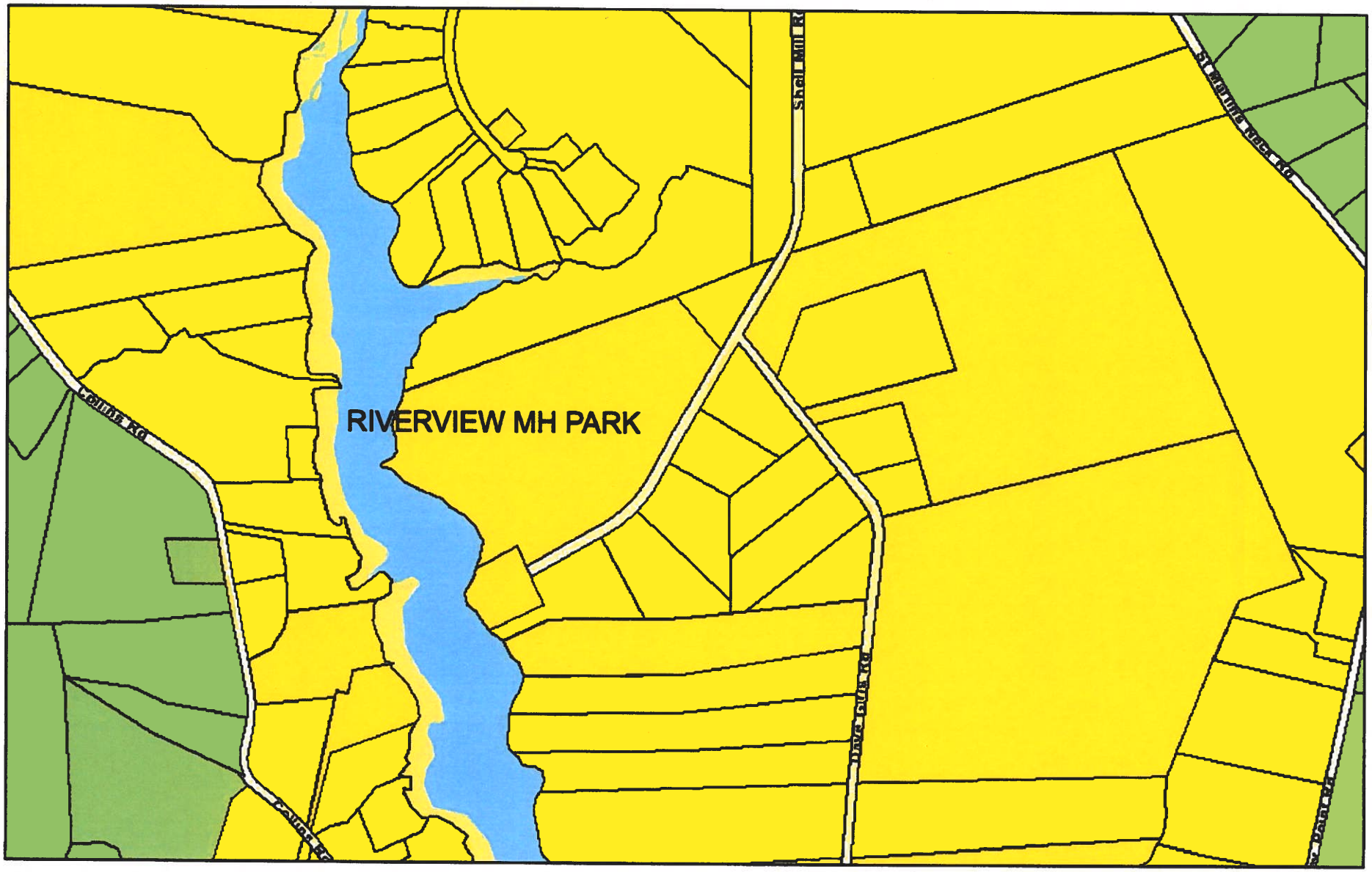
Feet

Case SW-2021-02 LAND USE



6/24/2021, 4:38:55 PM

- Property Lines
- Corporate Limits
- Revised_LiMWA_2020

Landuse Plan 2006

- Agriculture
- Green Infrastructure
- Village
- Existing Developed Area
- Growth Area
- Institutional
- Commercial Center
- Industrial

1:7,082

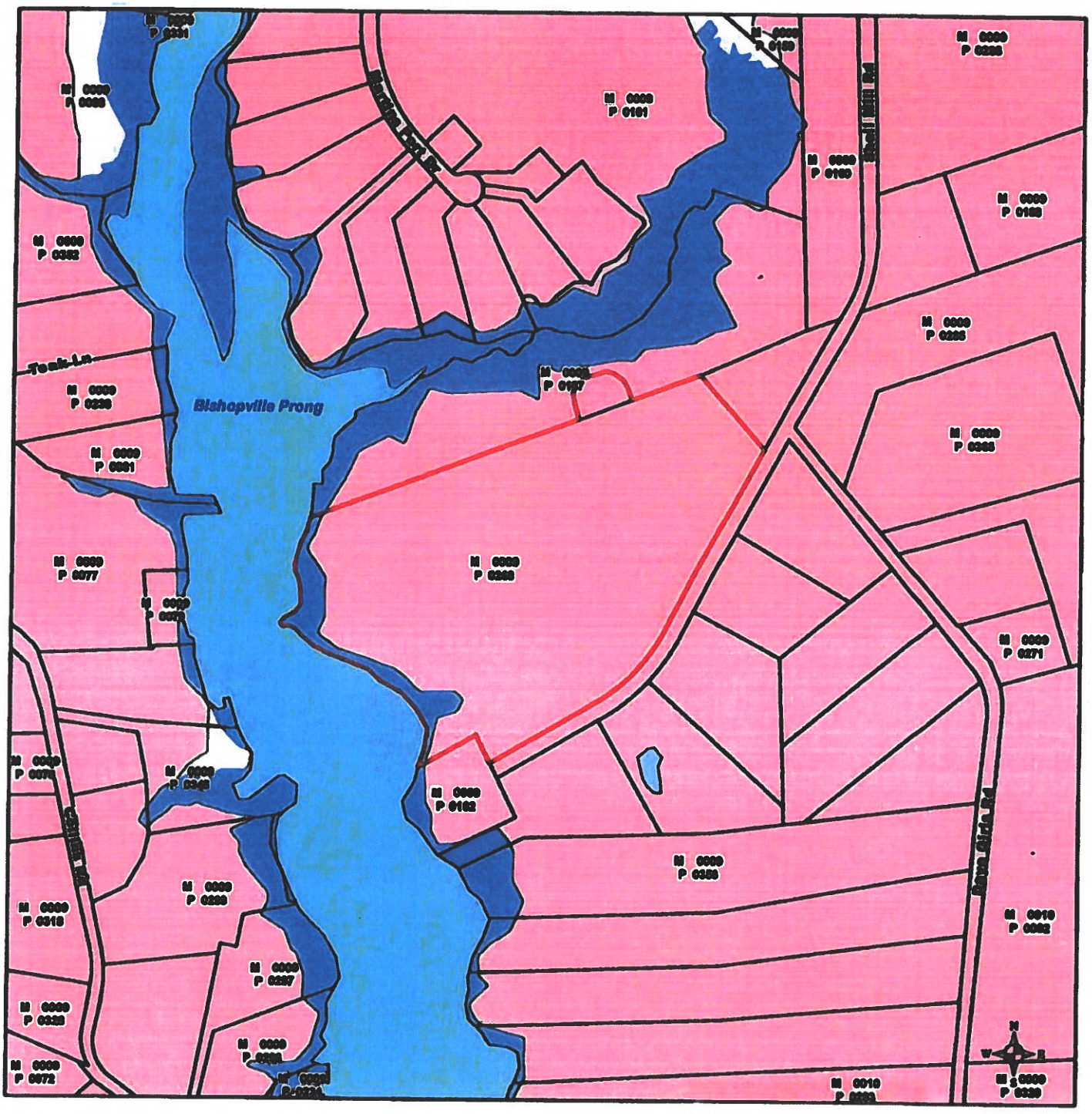
0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand).

Web AppBuilder for ArcGIS

This map is intended for planning purposed only and not for regulatory application.



Legend

Proposed Area

Flood Zone

Floodplain

100 Year Floodplain

500 Year Floodplain

Prepared by Worcester County Environmental Programs, June 24, 2021
Parcel boundaries are approximate.
This map is for planning purposes only.

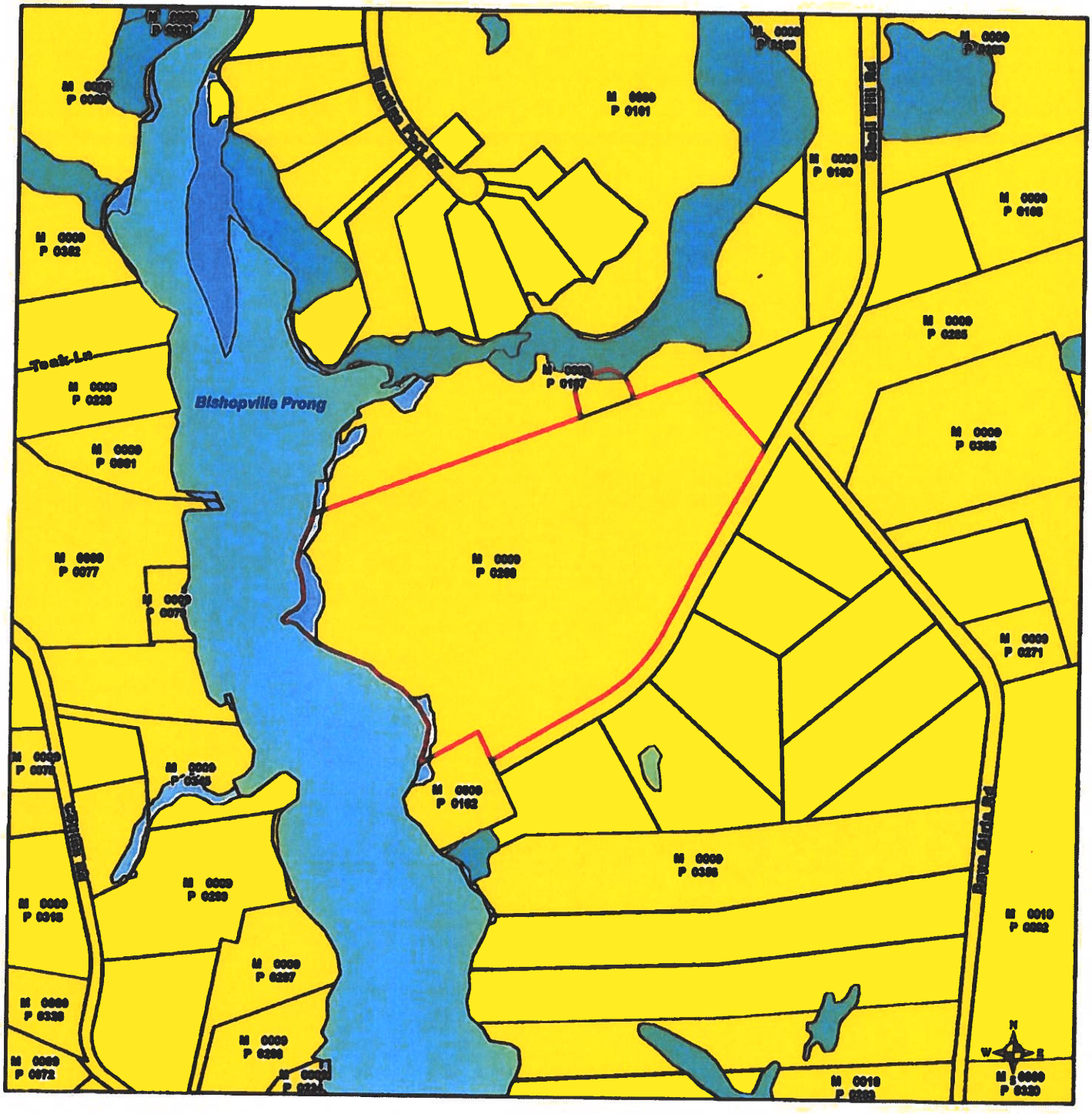
Flood Zone

Riverview Mobile Home Park

Tax Map: 9
Parcel: 268 & 167

Water and Sewer Amendment
Case SW-2021-02

0 440 880
Feet



Wetlands

Riverview Mobile Home Park

Tax Map: 9
Parcel: 268 & 167

Water and Sewer Amendment
Case SW-2021-02

Prepared by Worcester County Environmental Programs, June 24, 2021
Parcel boundaries are approximate.
This map is for planning purposes only.

0 440 880
Feet

Attachment 2

Planning Commission Minutes

Riverview Mobile Home Park
Request for Public Hearing
Case No. SW 2021-02
July 12, 2021

III. Comprehensive Water and Sewerage Plan Amendment

A. As the next item of business, the Planning Commission reviewed an application associated with a to expand the service area and convert the manner of discharge with associated water and sanitary system improvements for the Riverview Mobile Home Park in the *Master Water and Sewerage Plan (The Plan)*. The firm of Rauch Engineering submitted the amendment on behalf of the applicant, James Lachum. Robert Mitchell, Director of Environmental Programs presented the staff report to the Planning Commission.

Mr. Mitchell explained that the applicant is requesting a revision of service area and other informational changes for the Riverview Mobile Home Park in *The Plan* to allow for the construction of a wastewater treatment plant for stream discharge and modifications to the existing water treatment plant to serve an expansion of the park by fifty-eight (58) units. The existing conventional subsurface multi-use septic system would be connected to the proposed wastewater plant, and the existing septic system would be properly abandoned. The drinking water plant for the Park will also have its permitted discharge abandoned and tied into the proposed wastewater treatment plant as well. Mr. Mitchell also reviewed a previously approved amendment to modify Section 1.2.2 D (Protection of the Environment) of *The Plan* amended language would make it possible for this facility to apply for a discharge permit.

Mr. Mitchell then reviewed the information details for the existing Riverview park, located in Bishopville, which is in *The Plan* as a multi-use septic system serving the residents of the park. Maximum number of trailers was noted to be capped at 66, and they have run between 58-63 units in the County's historical records and have the ability to add the last system connections. The current septic is a single system, with a low pressure-dosed drain field that has the old system as a backup. They were noted to possess conventional (zero) treatment at the present, and the system and drain field is an innovative system repair located entirely in the critical area. Mr. Mitchell added that in his experience with Water Quality Funding and the Bay Restoration Fund programs in Maryland, there is no guaranteed state funding for the pre-treatment (a package plant) that would be required with a system replacement should the existing system fail. It was also explained that this is the only large multi-use septic system (over 5,000 gpd) that does not have groundwater discharge permit, is located within the critical area, and is not adjacent to any sewer planning area, and does not have a guaranteed state funding source for the addition of treatment (systems located in our state parks).

Mr. Clayville asked about the nature of treatment system and could it handle the water plant effluent in the wastewater plant. Mr. Mitchell replied that it would be a part of the design of the wastewater plant (WWTP) and the scale and solids from the water plant effluent would most probably be dropped out into the sludge along with the phosphorus from the wastewater. Either way, the design review that will examine the plant technology and ultimate discharge permitting will be done by the MD Department of the Environment. He also asked about sprinklers and Ms. Keener, Deputy Director of the Department of Development Review and Permitting responded that residential sprinklers would be required for newly constructed and

placed units. Mr. Clayville finished with two questions on rezoning requirements and growth allocations. Ms. Keener responded that the proposed additions within the property boundary would not require a rezoning of the property, and Mr. Mitchell responded that the proposed additions would not need a critical area growth allocation. He did add that the proposed improvements would need to go through local site plan approval and abide by critical area and other local and state regulatory and code requirements including seeking a special exception for the WWTP construction from the Board of Zoning Appeals.

Mr. Mitchell finished his review of the staff report noting the consistencies found for such a development within the *Comprehensive Plan* and land use designations, and that the proposed improvements would be permitted in accordance with existing zoning within the property boundaries of the current mobile home park.

Following the discussion, a motion was made by Mr. Clayville, seconded by Ms. Smith, and carried unanimously to find this application consistent with the *Comprehensive Plan* and recommended that they forward a favorable recommendation to the County Commissioners.

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, September 7, 2021
at 10:45 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 $2,025,000 (Two Million, Twenty-Five Thousand and 00/100 dollars) for this project.
$507,000, (Five Hundred and Seven Thousand and 00/100 dollars) would be funded out of Worcester County ARPA funds, and the remainder of the funds would come from a proposed grant amount of $1,518,000, (One Million, Five Hundred and Eighteen Thousand and 00/100 dollars).

To Lewis Road customers this would mean the following for their quarterly bills: a $226.50 base rate to cover operating and maintenance costs for the service area, as well as $15 charge for the Bay Restoration Fund. Unbuilt and unconnected lots would have an accessibility charge of $180 per quarter. In addition to the base rate Lewis Road costumers would have the following consumption rate charges:

$1.60 per thousand gallons between 0 gallons to 10,000 gallons
$3.50 per thousand gallons between 10,001 gallons to 25,000 gallons
$6.00 per thousand gallons between 25,001 gallons to 35,000 gallons
$9.00 per thousand gallons between 35,001 gallons to 45,000 gallons
$15.00 per thousand gallons over 45,000 gallons

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

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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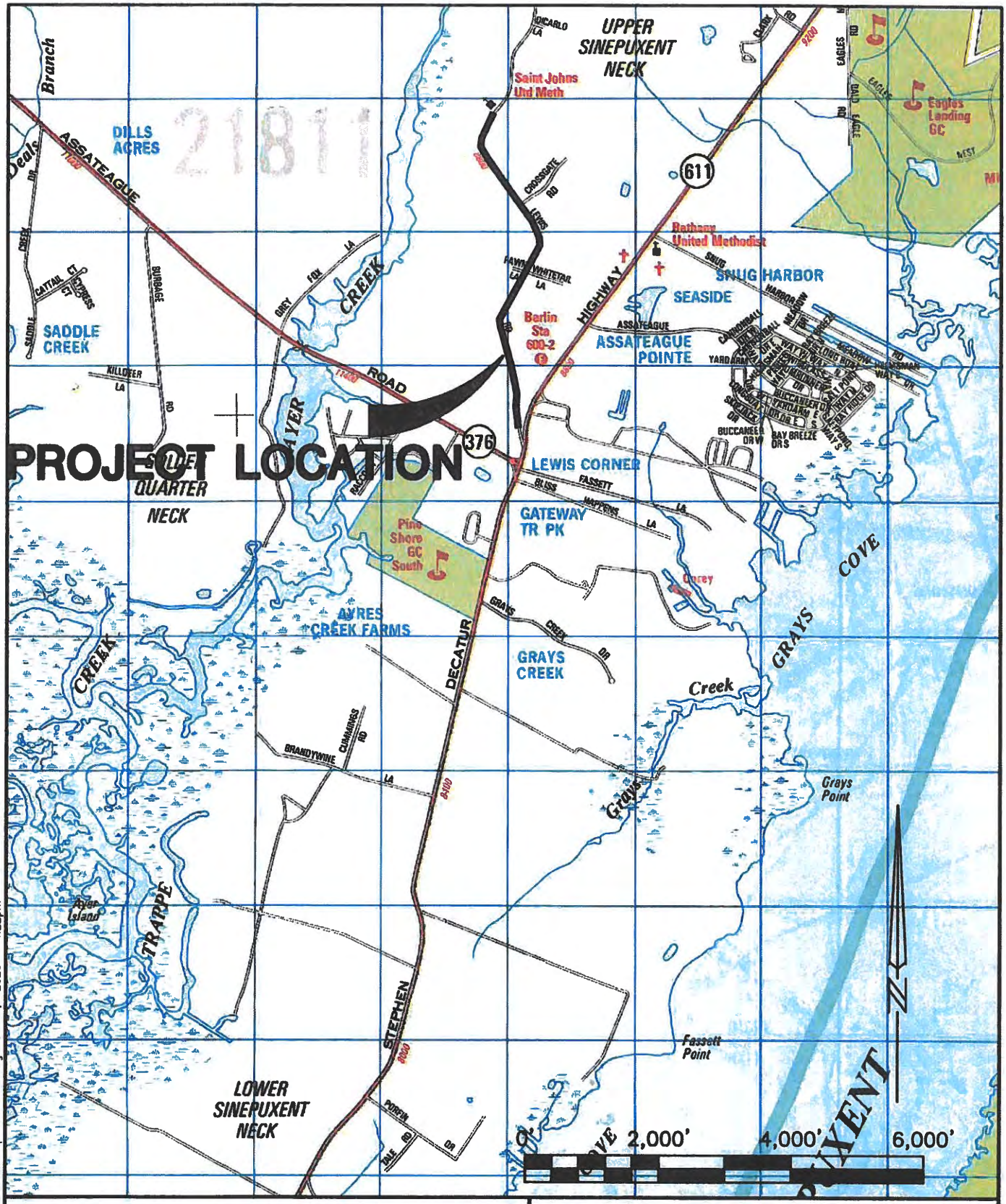

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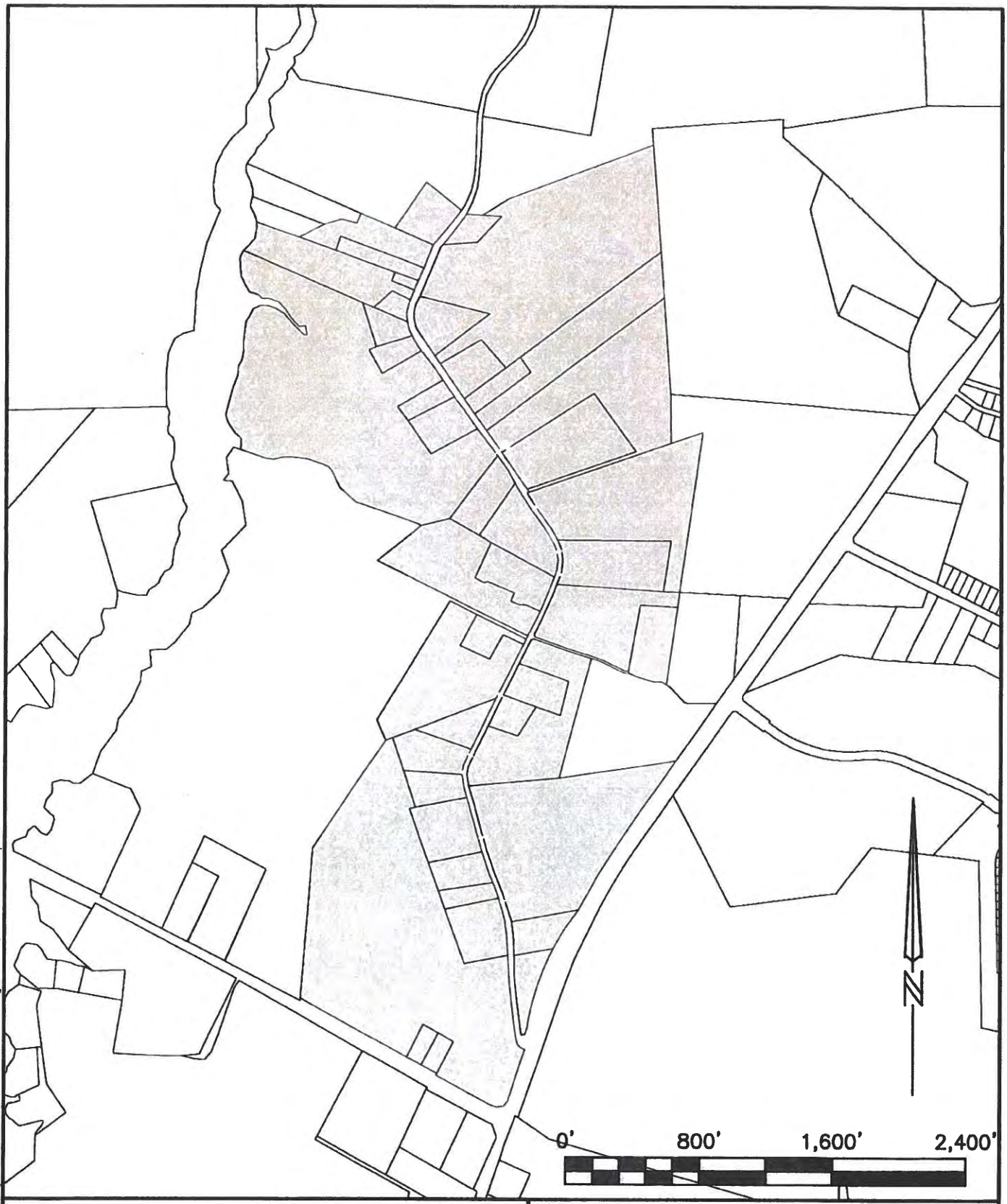
DAVIS, BOWEN & FRIEDEL, INC. ARCHITECTS ENGINEERS SURVEYORS

SALISBURY, MARYLAND (410) 543-9091
MILFORD, DELAWARE (302) 424-1441
EASTON, MARYLAND (410) 770-4744

PROJECT LOCATION MAP
LEWIS ROAD SEWER EXTENSION
WORCESTER COUNTY, MARYLAND
PRELIMINARY ENGINEERING REPORT

Date:	Scale:	Proj.No.:
9/25/2017	1" = 2,000'	00858036.A01

Q:\0085\00858036.A01\location map 8.5 X 11.dwg Nov 11, 2020 - 4:22pm



Q:\0085\00858036.A01\2.3 parcels to be served 8.5 X 11.dwg Nov 11, 2020 - 4:24pm

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 OF INTRODUCTION OF EMERGENCY BILL 21-1
WORCESTER COUNTY COMMISSIONERS

Take Notice that Emergency Bill 21-1 (Electrical Standards – Licensing requirements) was introduced by Commissioners Bertino, Bunting, Elder, Mitrecic, Nordstrom, and Purnell on August 17, 2021.

A fair summary of the bill is as follows:

§ BR 2-208(a). (Adds two new subparagraphs to the Building Regulations Article to provide eligibility requirements for an individual who held a valid Worcester County license as an electrician general as of June 30, 2021 to apply to test to qualify as a master electrician in accordance with the provisions of § BR 2-210 hereof, and upon passage thereof be issued a Master Electrician License retroactive to June 30, 2021, provided certain criterion are met; establishes criterion that the individual must have been actively engaged in the provision of electrical services while holding a valid electrician general license in Worcester County for at least seven years preceding the taking of such test, with consideration for training in a technical school or college or the active engagement in the provision of electrical services while under the direct supervision of a duly licensed master electrician to count for equivalent years of experience; and the individual must have been in good standing, without any complaints filed in Worcester County within the preceding seven years; establishes a notification and application period prior to the administration of the test.)

§ BR 2-214(a). (Repeals and reenacts the license expiration provisions to state that all licenses, except electrician limited licenses, shall expire on December 31, 2021 and have no future force or effect other than when used to obtain any particular class of electrical license provided for and issued by the State Department of Labor, Licensing and Regulation pursuant to state law and regulation.)

A **Public Hearing**

will be held on Emergency Bill 21-1 at the Commissioners' Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland at a Special Legislative Session on **Tuesday, September 7, 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, and is available for public inspection in Room 1103 of the Worcester County Government Center. In addition, a full copy of the bill is available on the County Website at www.co.worcester.md.us.

THE WORCESTER COUNTY COMMISSIONERS

RECEIVED
AUG 06 2021
By

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: Jennifer K. Keener, Director JKK
DATE: August 6, 2021
RE: Board of Electrical Examiners Recommendations

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Over the past few months, the Worcester County Board of Electrical Examiners has been discussing the local impacts of Senate Bill 762 Maryland Electricians Act, which prohibit local jurisdictions from licensing certain classes of electricians as of July 1, 2021. Worcester County is one of several counties that previously licensed General Electricians, a type which does not fit within the states' three licensure categories (Master, Journeyperson, or Apprentice). After many discussions with the Department of Labor, Licensing and Regulation and state officials, our board has determined that certain local amendments are necessary in order to provide the General Electricians of Worcester County with a viable path forward.

At their meeting of July 23, 2021, the Board of Electrical Examiners recommended that General Electricians be provided an opportunity to qualify to test for a Master Electrician License. Those electricians passing the test will be provided with a Worcester County Master's Electrician License, retroactively dated to June 30, 2021, which they can then use to apply to the state for reciprocity. The board developed qualification criterion, which has been incorporated into the attached draft bill for consideration by the Worcester County Commissioners.

Given the limited timeframe available to implement the provisions of this bill, it is being proposed as emergency legislation. An electronic version of the bill has 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.

Attachment

cc: Roscoe Leslie, County Attorney
Board of Electrical Examiners

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

EMERGENCY BILL 21-

BY:
INTRODUCED:

AN EMERGENCY BILL ENTITLED

AN ACT Concerning

Electrical Standards – Licensing requirements

For the purpose of amending the Building Regulations Article to provide additional eligibility criteria for an individual licensed as an electrician general as of June 30, 2021 to apply to take a test to qualify as a master electrician; and set an expiration date for electrician licenses issued by Worcester County, with the exception of an electrician limited license.

Section 1. BE IT ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that a new subparagraph (1) and (2) be added to Subsection § BR 2-208(a) of the Building Regulations Article of the Code of Public Local Laws of Worcester County, Maryland to read as follows:

(1) Notwithstanding the eligibility requirements contained in subsection (a) above, any individual who held a valid Worcester County license as an electrician general as of June 30, 2021 may apply to take a test to qualify as a master electrician in accordance with the provisions of § BR 2-210 hereof, and upon passage thereof be issued a Master Electrician License retroactive to June 30, 2021, provided the following criterion are met:

(A) The individual must have been actively engaged in the provision of electrical services while holding a valid electrician general license in Worcester County for at least seven years preceding the taking of such test. The board may consider training in a technical school or college or the active engagement in the provision of electrical services while under the direct supervision of a duly licensed master electrician to count for equivalent years of experience.

(B) The individual must have been in good standing, without any complaints filed in Worcester County within the preceding seven years.

(2) The dates and times for administration of any test administered in accordance with subsection (1) above shall be determined by the Board. The Board shall provide written notice, by either email or through the United States Postal Service, to all individuals that held a valid Worcester County General Electrician's license as of June 30, 2021 sent not less than 60 days prior to the date of administration of the test. Any applicant desirous of such testing shall file

a written application to the Board, on forms provided by the Board, not less than 30 calendar days prior to the administration of the test.

Section 2. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that Subsection § BR 2-214(a) of the Building Regulations Article of the Code of Public Local Laws of Worcester County, Maryland be repealed and reenacted to read as follows:

(a) With the exception of a license for an electrician limited, which shall expire on the thirty-first day of the second December following the license's issuance or renewal, all other licenses which have been issued by the Board from time to time shall expire on December 31, 2021 and have no future force or effect other than when used to obtain any particular class of electrical license provided for and issued by the State Department of Labor, Licensing and Regulation pursuant to state law and regulation.

Section 3. BE IT FURTHER ENACTED BY THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, that this Bill, having been declared an Emergency Bill, shall take effect immediately upon its passage.